HOA Official Documents

PO Box 7381
Aiken, SC 29804

As recorded at the Aiken Co. Recorder's Office

ALLWIN FARMS

2012

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BYLAWS OF ALLWIN FARMS ASSOCIATION, INC.

BYLAW ONE
OFFICES

The principal office of the Association shall be located at 608 Allwin Overlook Lane, Beech Island, South Carolina, 29812, Count of Aiken, State of South Carolina.

BYLAW TWO
PURPOSES AND OBJECTS

In amplification of the purposes for which the Association has been formed, the purposes and objectives are as follows:

a) To maintain a community designed for safe, healthful, harmonious living.

b) To promote the collective and individual property and civic interests and rights of all parties owning property in Allwin Farms.

c) To care for the improvements and maintenance of the common areas, greenways, lakes, gateways, public easements, parkways, grass plots, parking areas and any facilities of any kind dedicated to community use and other open spaces and ornamental features of the above-described subdivision known as Allwin Farms, which now exist or which may hereafter be installed or constructed in such subdivision.

d) To assist the owners in maintaining in good condition and order will vacant and unimproved lots or tracts of land, now existing or that hereafter shall exist in the subdivision, and further assisting the owners of such lots or tracts of land in preventing them from becoming a nuisance and detriment to the beauty of the subdivision and to the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots or tracts of land as may be necessary or desirable to keep them from becoming such a nuisance and detriment.

e) To aid and cooperate with the members of the Association and all property owners in the subdivision in the enforcement of such conditions, covenants and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants and restrictions as shall hereafter be approved by a majority vote of the members of the Association.

f) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of Allwin Farms and their property interest in Allwin Farms.

g) To acquire, own or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes, and to exercise all rights, powers and privileges of ownership to the same extent as natural persons might or could do.

h) To arrange social and recreational functions for its members.

i) To establish, promulgate and enforce rules and regulations governing the use of the amenities within Allwin Farms.

j) To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the subdivision.

k) This Association shall not engage in political activity or pursue political purposes of any kind or character.

BYLAW THREE
MEMBERS

a) Members of the Associtation shall have the rights, voting privileges and duties as set forth as hereinafter set forth, to-wit:

1. Members shall be entitled to voting privileges, in the amount of one (1) vote for each residential lot owned in Allwin Farms.

2. In the event that a member shall own more than one contiguous lot, such member, shall be given one (1) vote for each lot so owned and shall likewise be subject to the imposistion of dues and assessments calculated for each single lot. A corporation owning one or more lots in Allwin Farms shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association. In addition, if a lot is owned by more than one (1) individual, said lot shall only be entitled to one (1) vote on Association matters.

b) Every beneficial owner, as distinguished from an owner of a security interest, of a residential lot within Allwin Farms, shall be a member.

c) Membership shall include an undertaking by the applicant to comply with and be bound by these Bylaws and the policies, rules and regulations at any time adopted by the Association in accordance with these Bylaws.

d) Membership in the Association shall terminate on such member's ceasing to be a beneficial owner of a lot within Allwin Farms.

e) At membership meetings, all votes shall be cast in person or by proxy registered with the Secretary.

BYLAW FOUR
MEETINGS OF MEMBERS

a) Annual Meeting: An annual meeting of the members for the purposes of hearing reports from all officers and standing committees and for electing officers shall be held in the County of Aiken, State of South Carolina in January of each year, beginning with the year 2012. The time and place shall be fixed by the officers.

b) Regular Meetings: In addition to the annual meetings, regular meetings of the members shall be held at such time and place as shall be determined by the Officers.

c) Special Meetings: A special meeting of the members may be called by the Officers. A special meeting of the members must be called within ten (10) days by the President or the Officers if

requested in writing or via e-mail, by not less than twenty-five percent (25%) of the members having voting rights.

d) Notice of Meetings: Written notice stating the place, day, time and hour of any meeting of members shall be delivered either personally by email or by mail to each member entitled to vote at such meeting, not less than five (5) days before the date of such meeting.

e) Quorum: The members holding fifty percent (50%) of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

f) Proxies: At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after twelve (12) months from the date of its execution, unless otherwise provided in the proxy.

g) Voting by Mail: When officers are to be elected by members, or when there is an act requiring a vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as officers shall determine.

BYLAW FIVE
OFFICERS

a) General Powers: The affairs of the Association shall be managed by the Officers subject to instructions of the members of the Association at a regular meeting or subject to the approval of the membership as expressed by a vote of the membership.

b) Number, Tenure and Qualifications:

1. Officers: The officers of the Association shall be a President, a Secretary and a Treasurer.

2. Qualification and Methods of Election: The officers shall be elected by the Members and shall serve for a term of two (2) years.

3. President: The President shall preside at all meetings of the Association and of the Board of Officers at which he or she is present, shall exercise general supervision of the affairs and activities of the Association and shall serve as a member ex officio of all standing committees.

4. Secretary: The Secretary, shall keep the minutes of all the meetings of the Association and the Board of Officers, which shall be an accurate and official record of all business transacted. The Secretary shall be the custodian of all Association records.

5. Treasurer: The Treasurer shall receive all Association funds, keep them in a bank or other savings institution approved by the Board of Officers and pay out funds only on notice signed by the Treasurer and by one other officer. The Treasurer shall be a member ex officio of the finance committee, if one is so created.

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

c) Regular Meetings: The Officers shall meet regularly at least once every twelve (12) months, at a time and place they shall select.

d) Special Meetings: A special meeting of the Officers may be called by or at the request of the President or a simple majority of the Officers.

e) Notices: Notice of any special meeting of the Officers shall be given at least Ten (10) days prior to such meeting, by written notice delivered personally, sent by telephone facsimile, by email provided confirmation of receipt is obtained, or sent by mail to each Officer. Any Officer may waive notice of any meeting.

f) Quorum: A majority of the Officers shall constitute a quorum for the transaction of business at any meeting of the Officers, but if less than a majority of the Officers are present at such meeting, a majority of the Officers present may adjourn the meeting from time to time and without further notice.

g) Manner of Acting: The act of a majority of the officers present at a meeting at which a quorum is present shall be the act of the Officers, unless the act of a greater number is required by law or by these Bylaws.

BYLAW SIX
FEES, DUES AND ASSESSMENTS

a) Admission Without Fee: Record ownership of a residential building lot, without the necessity for paying a membership fee, shall establish the owner as a member of the Association.

b) Annual Dues: The monthly dues shall be the same for each member and may be subject to modification as a majority of the members may approve at the annual meeting.

c) Payment of Dues: The annual dues shall be payable monthly in advance.

d) Special Assessments: Special assessments may be levied on members of the Association only by a majority vote of the members of the Association. The procedure for voting on proposed special assessments shall be the same as the procedure provided in these Bylaws for voting on amendments to the Bylaws.

e) Default in Payment of Dues or Assessments:

1. When any member shall be in default in the payment of dues or assessments for a period of thirty (30) days from the date on which such dues or assessments become payable, he or she shall, for purposes of voting, not be considered as a member in good standing. In addition, such member shall be dropped from active membership and be placed on an inactive list. Such member shall not be reinstated until he or she has paid dues and assessments in full, and until such time as such member is reinstated, he or she shall have not rights of any kind arising out of a membership in the Association.

2. Late fee of 1.5% monthly, non-compounding interest.

3. In addition to the foregoing, if any member fails to pay his or her assessments as they become due, on the failure of payment of the assessments after thirty (30) days written notice of such delinquency given by the Association to such member, the amount of the

assessment shall become a lien on such member's lot in the subdivision, in favor of the assessment shall become a lien on such member's lot in the subdivision, in favor of the Association and the Association shall have the right to proceed on such claim in accordance with the provisions of The Code of Laws of South Carolina for the foreclosure and enforcement of liens or to commence an action against such member for the collection of the assessments in any court of competent jurisdiction.

f) Assignment of Dues: In the event any member whose dues are paid shall, during the month in which such dues are paid, terminate his or her membership by sale of his or her lot in the subdivision, he or she shall be entitled to assign to the buyer of such lot the benefit of the paid dues.

BYLAW SEVEN
FISCAL YEAR

The fiscal year of the Association shall be June 1st to May 31st.

BYLAW EIGHT
AMENDMENTS

Any proposed amendment to the Bylaws must be submitted in writing at any meeting of the members of the Association. Such proposed amendment shall be discussed at the meeting of the members following the meeting at which the proposed amendment was submitted and shall be voted on by the members of the Association at a date that shall not be earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by three (3) members of the Association, shall be read to the meeting by the Secretary and shall be printed on ballots distributed to all members by mail or by email. A proposed amendment shall become effective when approved by two-thirds (2/3) majority of the members entitled to vote.

BYLAW NINE
CONFLICT WITH PROTECTIVE COVENANTS

In the event that any provision of the within Bylaws are in conflict with the Protective Covenants of Allwin Farms, than and in any event, the Protective Covenants shall take precedence and be determined of any ambiguity.

IN WITNESS WHEREOF, Allwin Farms Association, Inc. has caused these presents to be signed, sealed and delivered as of the 2 day of ~~July, 2010.~~ March 2012

Signed, sealed and delivered
In the presence of:

Witness

Notary Public

ALLWIN FARMS
ASSOCIATION, INC.

, President

STATE OF ~~SOUTH CAROLINA~~ Florida DSCP

COUNTY OF ~~AIKEN~~ Collier DSCP)

PERSONALLY appeared before me the undersigned and made oath that he/she saw Allwin Farms Association, Inc. by Debra Shelar President, sign, seal and as its act and deed, deliver the within written bylaws and that he/she with the other witness subscribing above witnessed the execution theretof.

Sworn to before me this 2nd
Day of March, 2012

Notary Public for ~~South Carolina~~ Florida DSCP
My Commission Expires

Witness

{NOTARY SEAL}

ANNEMARIE M. GIANNINI
MY COMMISSION EXPIRES
June 21, 2015
#EE 066327
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

2012006224
BY LAWS
RECORDING FEES $12.00
PRESENTED & RECORDED:
03-13-2012 09:38 AM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: JULIE STUTTS DEPUTY RMC
BK: RB 4396
PG: 732 - 737

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT, made this 17 day of MAY, 2006, by GRAND RIVER REAL ESTATE CORPORATION, a Michigan corporation ("Developer") and ALLWIN FARMS ASSOCIATION, INC., a South Carolina non-profit corporation ("HOA");

WHEREAS, Developer owns certain property described as Lots 9, 10 and 11 (being hereinafter called the "Lots") in Allwin Farms more particularly shown and described on that certain plat of Allwin Farms prepared by William H. McKie, III, PLS dated November 7, 2005, last revised November 30, 2005 and recorded in Plat Book 50, page 786, Aiken County Records; and

WHEREAS, Developer intends to install a variable width driveway located on the Lots provides access to the Lots from Storm Branch Road (hereinafter called the "Driveway") as well as a gate across the same (hereinafter called the "Gate"); and

WHEREAS, Developer and HOA would like to provide for ingress and egress easements over said Driveway for all owners of the Lots as well as to provide for the continued maintenance of the Driveway and the Gate;

NOW, THEREFORE, incorporating the foregoing recital of facts and in consideration of TEN DOLLARS ($10.00) in hand paid, the parties hereby agree as follows:

1. Grant of Easement. Developer hereby declares, establishes, creates, reserves and grants to Developer, as well as its successors and/or assigns in title to the Lots (Developer and its successors and assigns in title to the Lots being hereinafter referred to as "Owners"), the following perpetual rights, privileges and easements in and to the Driveway for the benefit of and as appurtenance to the Lots:

1.1. For vehicular and pedestrian access, ingress and egress between each respective owner's property and Storm Branch Road.

1.2. Subject to paragraph 1.3 hereof, for the maintenance, repair, replacement and inspection of the Driveway and the Gate.

1.3. Any and all construction, installation, maintenance, repair, replacement and inspection of the Driveway and Gate shall be done in a manner so as to minimize, to the extent reasonably possible, any interruption and interference to the Owners in the normal access to and operation of such properties and the improvements thereon.

2. No Rights in Public Generally. The easements and rights created, reserved, granted and established in this Agreement do not, are not intended to and shall not be construed

to create any easements, rights or privileges in and for the benefit of the general public. In no event shall access over the Driveway be closed or impeded, either temporarily or permanently, without the prior written consent of the Owners, which shall not be unreasonably withheld.

3. Scope of Easements. Each of the easements created by this Agreement shall be perpetual in duration and shall, both as to the benefits and the burdens thereof, run with the title to, and burden the title to the Lots. The Driveway, including the configuration, location and grade, may only be modified with the prior written consent of the Owners, their successors and/or assigns, which consent shall not be unreasonably withheld.

4. Maintenance and Costs.

4.1. Maintenance. The Driveway and Gate shall be maintained in good condition and repair and in the same condition as the other roadways within Allwin Farms are maintained.

4.2. Costs. The HOA shall be responsible for all costs to maintain the Driveway and the Gate, except as provided in Section 4.3 and 4.4 below.

4.3. Negligent Use/Misuse. The Owners shall be responsible for any costs incurred in repairing any damage to the Driveway and the Gate if and to the extent caused by the negligent use or misuse thereof by the relevant Owner, its tenants, invitees, licensees, representatives, employees, contractors and agents.

4.4. Upgrades. In the event that the Owners desire to upgrade the Gate or the Driveway surface, the Owners may do so at their sole cost and expense. In no event shall the HOA be responsible for any cost incurred in upgrading the Driveway or Gate after initial construction of the same nor shall the HOA be responsible for any increased costs due to the upgrade of the Driveway or Gate.

5. General.

5.1. Effective Date. The easements and covenants created and imposed by this Agreement shall be effective upon the recordation of this instrument.

5.2. Binding Effect. The benefits and burdens of each easement and the obligations of each covenant set forth in this instrument shall run with the particular parcels of property involved and shall bind or benefit the Owners thereof, their respective heirs, successors, successors-in-title, legal representatives and assigns.

5.3. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of all of the Owners in

a written instrument duly recorded in the office of the Register of Deeds of Aiken County, South Carolina.

5.4. Public Dedication. Notwithstanding anything to the contrary contained herein, in the event that the Driveway is fully dedicated as a public right of way, this Agreement shall terminate as of the date of such public dedication.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement under seal as of the day and year first above written.

Witness

GRAND RIVER REAL ESTATE CORPORATION

By: _____
Gerald Spitler, President

Erika Bicknell
Witness
Crystal Adams

STATE OF Michigan)
COUNTY OF Livingston)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grand River Real Estate Corporation by its duly authorized officer sign, seal and as its act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
____ day of _____, 2006.

Tina J Devlin acting in Livingston County
Notary Public for Oakland
My Commission Expires: 1-12-07

Witness
Crystal Adams

TINA J. DEVLIN
Notary Public, Oakland County, MI
My Commission Expires Jan 12, 2007

Doc#: 184727; V. 1

2006016553
AGREEMENT
RECORDING FEES $10.00
PRESENTED & RECORDED:
05-23-2006 03:30 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
By: LYNN STEMBRIDGE DEPUTY
BK:RB 4065
PG:921-923

5

FIRST AMENDMENT TO
PROTECTIVE COVENANTS OF ALLWIN FARMS

WHEREAS, Grand River Real Estate Corporation, as Developer, and Allwin Farms Association, Inc., as Association, hereby entered into those certain Protective Covenants of Allwin Farms (the "Covenants") dated December 29, 2005 and recorded in Record Book 4040, page 374, Aiken County Records; and

WHEREAS, Developer, Association and the lot owners within Allwin Farms desire to amend the location of certain equestrian easements as described in Article IV of the Covenants and shown on the Plat of Allwin Farms recorded in Plat Book 50, page 786, Aiken County Records (the "Original Plat"); and

WHEREAS, Article IX Paragraph 2 of the Covenants provides that the Developer, so long as it owns any portion of Allwin Farms, may amend the Covenants; and

WHEREAS, the other owners of property within Allwin Farms consent to the amendment as more particularly set forth herein;

NOW, THEREFORE, the undersigned hereby agree that the Covenants shall be amended as follows:

(1) The equestrian easements as shown on the Original Plat are hereby deleted and the equestrian easements as shown on that certain new plat of Allwin Farms prepared by William H. McKie dated November 7, 2005 and last revised May 16, 2006 recorded simultaneously herewith in Plat Book 51, Page 372, Aiken County Records are hereby substituted in lieu thereof.

(2) All owners of record within Allwin Farms hereby evidence their consent as attached hereto as Exhibit A-1, A-2 and A-3 to said substitution of equestrian easements.

(3) Except as set forth herein, said Covenants shall remain in full force and effect without any modification.

2006016552
AMENDED COVENANTS
RECORDING FEES $11.00
PRESENTED & RECORDED:
05-23-2006 03:30 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
By: LYNN STEMBRIDGE DEPUTY
BK:RB 4065
PG:916-920

Witness

ALLWIN FARMS ASSOCIATION, INC.

By: _____
Gerald Spitler, President

Witness
Crystal Adams

STATE OF Michigan)
COUNTY OF Livingstn)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Allwin Farms Association, Inc. by its duly authorized officer sign, seal and as its act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
____ day of _____, 2006.

Notary Public for acting in Livingstn County
My Commission Expires: 1-12-7

Witness 1
Crystal Adams

TINA J. DEVLIN
Notary Public, Oakland County, MI
My Commission Expires Jan 12, 2007

Doc #: 184727; V. 1

Jeffrey C. Burnham, Ph.D.
2111 Forest View Road
Aiken, SC 29803

Office: 803-6520-0990
Cell: 239-398-6127
Home: 803-652-8080
Fax: 803-652-2009
Email: jburnham1@aol.com

MEMORANDUM

Date: April 4, 2006

To: Andy Mathis
Mathis Realty

Fax number: *803-278-0166*

From: Jeffrey C. Burnham, PhD

Re: Approval of Allwin Farms equestrian easement between lot 12 and lot 7.

Hi Andy. I am pleased to approve your request to the lot owners at Allwin Farms for moving the "cross farm" equestrian easement from between lots 7 & 3 to the new location between lots 7 & 12. Please call me directly if I can be of further assistance.

Cindy and I are looking forward to starting to build on our lot (#1). The architect has completed the floor plan and is now completing the elevation drawings.

Regards.

March 27, 2006

Re: Allwin Farm Easement

Please be advised that I, Terri Morris, owner of Lot 2 at Allwin Farms would support Moving the Equestrian Easement from between Lots 3 and 7 to the property line between Lots 7 and 12. This should be done in a timely manner and adhering to all specifications of the right of way. In addition, this should be accomplished at no charge to the Allwin Farm Home owners Association.

Thank you,

Terri Morris

Terri Morris

3-24-06

Attn Suzy Haslup / Andy Mathis

Per our conversation I propose that the easement going through lot 7 be changed to going between lots 7 + 12.

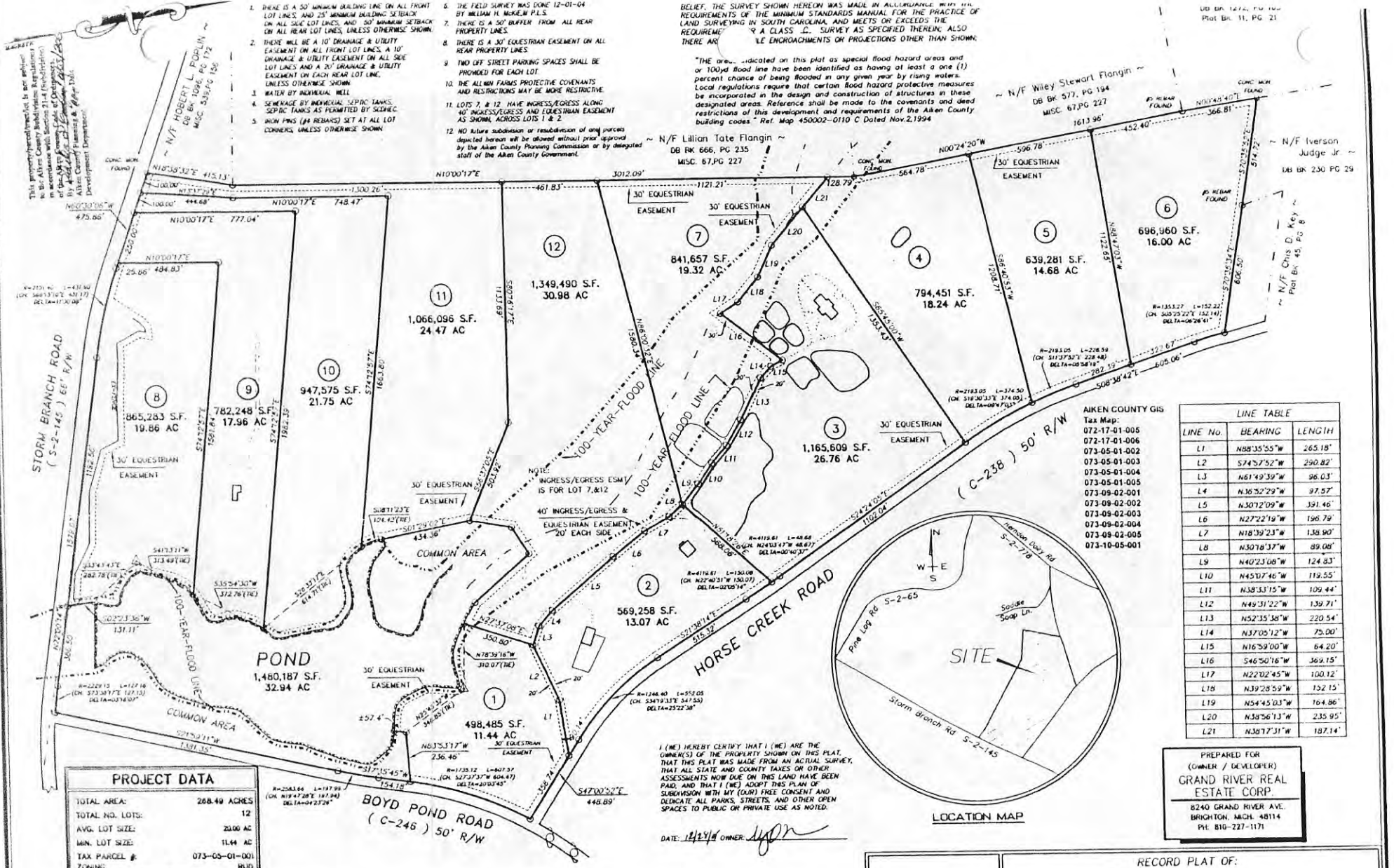
Sincerely

Peter A. Baron

1. THERE IS A 50' MINIMUM BUILDING LINE ON ALL FRONT LOT LINES, AND 25' MINIMUM BUILDING SETBACK ON ALL SIDE LOT LINES, AND 50' MINIMUM SETBACK ON ALL REAR LOT LINES, UNLESS OTHERWISE SHOWN.
2. THERE WILL BE A 10' DRAINAGE & UTILITY EASEMENT ON ALL FRONT LOT LINES, A 10' DRAINAGE & UTILITY EASEMENT ON ALL SIDE LOT LINES AND A 20' DRAINAGE & UTILITY EASEMENT ON EACH REAR LOT LINE, UNLESS OTHERWISE SHOWN.
3. WATER BY INDIVIDUAL WELL
4. SEWERAGE BY INDIVIDUAL SEPTIC TANKS. SEPTIC TANKS AS PERMITTED BY SCDHEC.
5. IRON PINS (#4 REBARS) SET AT ALL LOT CORNERS, UNLESS OTHERWISE SHOWN.
6. THE FIELD SURVEY WAS DONE 12-01-04 BY WILLIAM H. McKIE, III P.L.S.
7. THERE IS A 50' BUFFER FROM ALL REAR PROPERTY LINES.
8. THERE IS A 30' EQUESTRIAN EASEMENT ON ALL REAR PROPERTY LINES.
9. TWO OFF STREET PARKING SPACES SHALL BE PROVIDED FOR EACH LOT.
10. THE ALLWIN FARMS PROTECTIVE COVENANTS AND RESTRICTIONS MAY BE MORE RESTRICTIVE.
11. LOTS 7, & 12 HAVE INGRESS/EGRESS ALONG 40' INGRESS/EGRESS AND EQUESTRIAN EASEMENT AS SHOWN, ACROSS LOTS 1 & 2.
12. NO future subdivision or resubdivision of any parcels depicted hereon will be allowed without prior approval by the Aiken County Planning Commission or by delegated staff of the Aiken County Government.

BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREME[illegible]R A CLASS [illegible] SURVEY AS SPECIFIED THEREIN; ALSO THERE AR[illegible]LE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

"THE area indicated on this plat as special flood hazard areas and or 100yd flood line have been identified as having at least a one (1) percent chance of being flooded in any given year by rising waters. Local regulations require that certain flood hazard protective measures be incorporated in the design and construction of structures in these designated areas. Reference shall be made to the covenants and deed restrictions of this development and requirements of the Aiken County building codes." Ref. Map 450002-0110 C Dated Nov.2,1994



AIKEN COUNTY GIS Tax Map:
072-17-01-005
072-17-01-006
073-05-01-002
073-05-01-003
073-05-01-004
073-05-01-005
073-09-02-001
073-09-02-002
073-09-02-003
073-09-02-004
073-09-02-005
073-10-05-001

LINE TABLE		
LINE No.	BEARING	LENGTH
L1	N88°35'55"W	265.18'
L2	S74°57'52"W	290.82'
L3	N61°49'39"W	98.03'
L4	N36°52'29"W	97.57'
L5	N30°12'09"W	391.46'
L6	N27°22'19"W	196.79'
L7	N18°39'23"W	138.90'
L8	N30°18'37"W	89.08'
L9	N40°23'08"W	124.83'
L10	N45°07'46"W	119.55'
L11	N38°33'15"W	109.44'
L12	N49°31'22"W	139.71'
L13	N52°35'38"W	220.54'
L14	N37°05'12"W	75.00'
L15	N16°59'00"W	64.20'
L16	S46°50'18"W	369.15'
L17	N22°02'45"W	100.12'
L18	N39°28'59"W	152.15'
L19	N54°45'03"W	164.86'
L20	N38°56'13"W	235.95'
L21	N38°17'31"W	187.14'

PREPARED FOR
(OWNER / DEVELOPER)
GRAND RIVER REAL ESTATE CORP.
8240 GRAND RIVER AVE.
BRIGHTON, MICH. 48114
PH: 810-227-1171

PROJECT DATA

TOTAL AREA:	268.49 ACRES
TOTAL NO. LOTS:	12
AVG. LOT SIZE:	22.00 AC
MIN. LOT SIZE:	11.44 AC
TAX PARCEL #:	073-05-01-001
ZONING	RUD

I (WE) HEREBY CERTIFY THAT I (WE) ARE THE OWNER(S) OF THE PROPERTY SHOWN ON THIS PLAT, THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, AND THAT I (WE) ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND DEDICATE ALL PARKS, STREETS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE: 12/29/04 OWNER:

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS AND/OR PINS SHOWN ACTUALLY EXIST AND THAT ALL ENGINEERING REQUIREMENTS OF THE AIKEN COUNTY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

BY: _____ REGISTERED C.E. NO:

BY: WM

REGISTERED S.C. LAND SURVEY NO: 7259

O = #4 Rebar Set

CERTIFICATE OF FINAL APPROVAL:

"PURSUANT TO THE SUBDIVISION REGULATIONS OF AIKEN COUNTY, SOUTH CAROLINA, ALL REQUIREMENTS OF WHICH HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN APPROVAL BY THE AIKEN COUNTY PLANNING COMMISSION ON 01/03 20 06

EXECUTED ON BEHALF OF THE AIKEN COUNTY PLANNING COMMISSION:

DIRECTOR, AIKEN COUNTY PLANNING AND DEVELOPMENT DEPARTMENT Philip Bergmann CMC DATE 01/03/2006

2006000315
PLATS RECORDING FEES $10.00
PRESENTED & RECORDED:
01-04-2006 11:15 AM
JUDITH KARKER
REGISTER OF DEEDS AIKEN COUNTY, SC
By: JOYCE H. EAGLE DEPUTY DRC
BK:PL 50
PG:786-786

SOUTH CAROLINA REGISTERED No. 7259 LAND SURVEYOR WILLIAM H. McKIE, III

RECORD PLAT OF:

ALLWIN FARMS

PROPERTY LOCATED BETWEEN BEECH ISLAND AND AIKEN

AIKEN COUNTY – SOUTH CAROLINA

GRAPHIC SCALE: 300' 150' 0 300' 600' 750' FEET

SCALE: 1" = 300'

SURVEYED: WHM

WILLIAM H. McKIE, III P.L.S.
P.O. BOX 6812 N. AUGUSTA, S.C. 29841
PHONE: (803) 279-6277

DATE: 11-07-05
REV: 11-30-05

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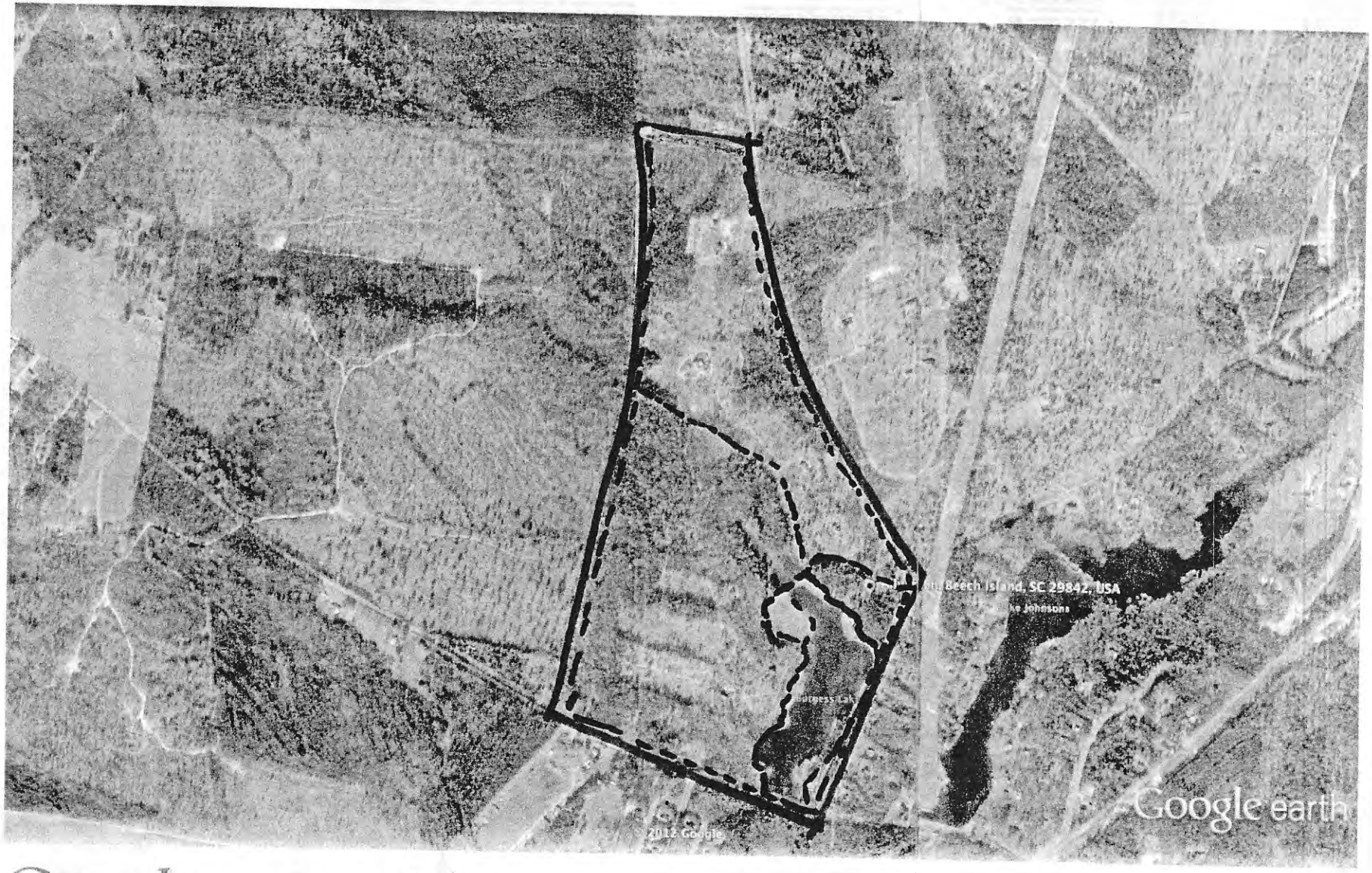

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STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

PROTECTIVE COVENANTS OF
ALLWIN FARMS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 29 day of December, 2005 by Grand River Real Estate Corporation, hereinafter referred to as "Developer" and Allwin Farms Association, Inc., hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the developer is the owner of the following described property:

ALL those certain pieces, parcels or lots of land being shown and designated on that Record Plat of Allwin Farms prepared by William H. McKie, III, PLS, dated November 7, 2005, revised November 30, 2005 and recorded herewith in Plat Book 50, at Page 786, Aiken County Records.

WHEREAS, the Developer desires to develop on said property a residential equestrian community to be known as Allwin Farms and hereinafter referred to as "Allwin", and has deemed it desirable for the preservation of the value of said property to have an organization which shall be delegated and assigned, as hereinafter set forth, the power of maintaining and administering and enforcing the terms and conditions hereinafter set forth in this agreement, and also to perform any other functions that may be desirable to improve the enjoyment of living in Allwin; and

WHEREAS, the Developer has caused the Association to be incorporated under the laws of the State of South Carolina for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, it is to the interest, benefit and advantage of the Development and the Association and to each and every person who shall herein after purchase a lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same and certain easements, reservations and servitudes be improved upon said property, and that the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by the Developer and the Association and each and every subsequent owner of any of the lots of said subdivision, the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them hereafter.

2012005120
RESTRICTIVE COVENANTS
RECORDING FEES $16 00
PRESENTED & RECORDED
03-01-2012 04:06 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: JULIE STUTTS DEPUTY RMC
BK: RB 4394
PG: 1573 - 1582

ARTICLE I
RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

1. Use of Property.

All of the lots within Allwin shall be used primarily for residential purposes. Equestrian businesses are permitted on the lots provided that said businesses do not unreasonably interfere with the other owners' use and enjoyment of Allwin. In addition, home-based businesses are permitted provided that said businesses do not have any identifying signage within the development and further provided that said businesses do not increase traffic flow within the development and do not unreasonably interfere with other owners' use and enjoyment of Allwin.

2. Size of Structure.

The Architectural Control Committee (the "ACC"), as hereinafter described, shall not be bound by a minimum square footage requirement for residences. The ACC shall evaluate all proposed structures to be constructed on a lot to ensure that they are in good taste, of high quality construction, both as to workmanship and materials, and harmonious and suitable to the environment and surroundings.

No more than two (2) single family residences may be constructed on any single lot; provided, however, that an apartment within a barn or stable shall not constitute a residence for purposes hereunder.

3. Altering Lot Boundaries.

Lots may be subdivided within Allwin provided that no lot of less than ten (10) acres is created, all applicable laws, rules, regulations and ordinances are followed and all costs and expenses of said subdivisions are borne by the Lot owner who proposes the subdivision. The foregoing notwithstanding, no Lot located on the lake may be subdivided so as to create any additional lake-front Lots. In addition, boundary lines between lots may be changed provided that no new lots are created and further provided that no lot is made any smaller than the smallest lot currently shown on the existing on the plat of Allwin Farms recorded herewith. The Developer expressly reserves unto itself, its successors, assigns and heirs, as the case may be, the right to re-plat and change boundary lines or subdivide any lot or lots owned by it in order to create any additional lake-front Lots. In addition, boundary lines between lots may be changed provided that no new lots are created and further provided that no lot is made any smaller than the smallest lot currently shown on the existing on the plat of Allwin Farms recorded herewith. The Developer expressly reserves unto itself, its successors, assigns and heirs, as the case may be, the right to re-plat and change boundary lines or subdivide any lot or lots owned by it in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable as a building site, including, but not limited to, the relocation of easements, walkways, rights of way, private roads and other amenities to conform to the new boundaries of said re-platted lots.

The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot, only the exterior boundary lines of the resulting larger tract shall be considered in the interpretation of this Declaration.

4. Location of Building on Lot.

It is the intention of the Developer that the ACC allow the construction of structures to be erected on any lot in Allwin in such a location on each lot as will more fully enhance the natural harmony and aesthetic appeal of Allwin. However, no building of any kind or character shall be erected on a lot within thirty feet (30) feet of any lot boundary. In the event that an equestrian easement is located within the boundary of a lot, no building of any kind or character shall be erected within sixty (60) feet of said lot boundary along which there is an equestrian easement, the intention being that no building is located closer than thirty (30) feet to any equestrian easement.

In addition, no structure on any lot may be located within two hundred (200) feet of the high water mark of the lake, except that on Lot 1, no structure may be located within one hundred fifty (150) feet of the lake.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

1. Submission of Plans.

An Architectural Control Committee, hereinafter called the "ACC", has been duly set up and appointed by the Developer to exercise such jurisdiction and functions with respect to all lots in Allwin as may be bestowed upon it by terms of these Covenants, as the same may hereinafter be amended. Plans and specifications for all proposed improvements upon the lots must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part, or require the modification of the same as it may, in its discretion, deem proper. No construction or improvements of any kind may be undertaken without its prior written approval. The ACC shall have the right to refuse to approve any building plans, specifications or site plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. In so passing upon building plans, specifications or site plans, the ACC shall take into consideration the suitability of the proposed building and any other improvements, the harmony of the building in its location with the surroundings and the effect of the building as planned on the outlook from adjacent or neighboring portions of the subject property. Approval by the ACC does not necessarily assure approval by appropriate governmental boards or commissions. Neither the ACC nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved, nor for any structural or other defects in any work done according to such plans and specifications.

2. Completion of Construction Within One Year.

The exterior of each building or other structures must be completed within one (1) year after the construction of said building or structure has been commenced, except when such completion is impossible or would result in great hardship to the owner of builder due to strikes, fire, national emergency or natural disaster.

3. Fences and Hedges.

No fence, hedge, wall, shrub, brush, tree or other structure, natural or artificial, shall be placed, maintained or permitted to remain on any lot if the location of such structure obstructs any equestrian easement, interferes with the intended use of said equestrian easements, obstructs the vision of motorists on any adjacent street or lane, or creates a traffic hazard. All fencing may be made either of uniform three board wooden design painted a flat black or woven wire with a top board that is painted a flat black. The use of a fence made solely of woven wire, barbed wire, hog wire, chain link or plastic is strictly prohibited, except for a small dog pen or run, which, if approved by the ACC, must be screened with suitable plantings and painted dark green or black. In addition, cyclone fencing in dark green or black may be permitted if approved by the ACC. The foregoing notwithstanding, the wire fenceing along the perimeter of the property shall be permitted and may not be altered by any Members or their agents or representatives without the prior consent of the ACC.

4. Membership in the Architectural Control Committee.

There will be 3 members from the Association on the Architectural Control Committee who shall be elected by majority vote of the Allwin Farms Home Owners Association.

ARTICLE III
LAND USE RESTRICTIONS

1. Animals.

Horses, stable pets and household pets shall be permitted within Allwin but shall be limited to reasonable numbers according to lot size. In addition, all animals must be maintained on their owner's lot and may not be permitted to roam freely within Allwin. No ovine, bovine, pig, chicken, fowl, or bait farm shall be allowed or permitted on any lot. Stables and pastures shall be maintained in a sanitary manner. In no case, may such animals become a nuisance to neighbors.

2. Screened Areas for Unsightly Items.

All garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clothes lines and other unsightly objects must be located behind the front view line of the main building serviced by such items.

3. No Dumping or Rubbish.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers screened from view. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such owner's lot that tends to detract from the beauty of Allwin as a whole or such owner's lot in particular.

4. Trucks, Trailers, Mobile Homes.

No parking of trucks, trailers, or mobile homes shall be permitted on the streets, lots, or other portions of Allwin except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings within Allwin. Mobile home and manufactured homes are expressly prohibited within Allwin. Horse trailers, campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or service trucks, boats and boat trailers may be kept on a lot so long as said vehicles are not displayed in an unsightly manner or spoil the aesthetic beauty of the subdivision and are stoned or parked behind the front view line of the residence.

5. Noxious or Offensive Activity.

No noxious or obnoxious activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to Allwin residents. There shall not be maintained on any lot any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other portions of Allwin.

6. Use of Lake.

No owner, whether or not such owner's property is bounded by the waters of the lake, shall by virtue of ownership of any lot, acquire any right, title or interest in and to the lake or the beds, waters or surfaces thereof. No motorized boats or watercraft are permitted on the lake at any time. All non-residents of Allwin, except family members, must be accompanied by a resident of Allwin at all times when using the lake.

7. Common Areas.

The common areas within Allwin, which shall include the roadways, the gates, the lake and any equestrian amenities or other areas so designated on any applicable plat of Allwin, shall not be used for any commercial purposes nor will they be used to host an outside event unless approved by a majority vote of the membership in good standing. In addition, guests, who are not family of an Allwin resident or owner, are permitted to use the common areas with the written permission of an owner/resident and are obliged to produce a signed or have on file with the AFHA Secretary a signed release waiving AFHA and its members of any liability.

Any lot within Allwin that operates as a commercial equestrian business must have access from a main public road and must utilize said road for ingress and egress for all commercial traffic.

8. Maintenance of Lots.

All lots, including vacant lots, must be maintained in a clean and first class condition, including mowing all grass, dragging the pasture, controlling the weeds and keeping the same free from any trash, debris or accumulation of other items on said lot. In the event that an owner does not maintain said owner's lot(s) in such first class condition, the Association shall be entitled to perform the necessary work to said lot to bring it up to an acceptable condition in the Association's sole discretion and any costs so incurred by the Association shall be treated as assessments in accordance with Article VI.

ARTICLE IV
COMMON EASEMENTS AND AREAS

1. Equestrian Easements.

There is hereby established an equestrian/pedestrian easement for the use and enjoyment of all lot owners and their families in Allwin. Such easement shall be 30 feet in width and shall be shown and designated on the plat of Allwin. The owners of the lots over which the equestrian easements are located shall erect no improvements and allow no obstructions within the easement area. Lot owners shall have the right to clear vegetation and obstructions from the equestrian/pedestrian easement, in order to provide convenient access for riding and walking. The AFHA and lot owners shall have the right to use (4) four wheeled or more motorized vehicles that are work or recreational vehicles in a slow and safe manner on all easements or common areas within Allwin.

2. Roadway Easements.

Each and every owner of a lot within Allwin is hereby granted a non-exclusive easement for the use of the streets and ways in Allwin for the purposes of ingress and egress, for themselves and their invitees, as the same are shown on any applicable plats of Allwin with the exception of Article III, paragraph 7 regarding commercial traffic.

3. Dedication of Common Areas and Green.

All common areas and green spaces of Allwin including roadways and gates are the property of the AFHA

ARTICLE V
MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS OF ITS MEMBERS

1. Membership.

All owners of a lot or lots in Allwin thereby become members of the Association for so long as such ownership continues; provided, however, that no person or corporation in taking title as security for the payment of money or for the performance of any obligation shall thereby so become entitled to membership. Ownership within the meaning and intention hereof shall cease upon the sale of any such lot to another by the owner thereof.

Any owner of a lot or lots in Allwin shall be required to join the Association upon the terms and conditions set forth herein and shall be entitled to use the common areas and equestrian/pedestrian easements established herein; provided, however, that they may only use the common areas and easements so long as they are members in good standing with the Association. Acceptance of ownership of a lot shall subject such owner to the bylaws, rules and regulation as established by the Association, and shall be binding upon said owner, his/her/its/their heirs, successors, assigns and/or personal representatives.

2. Duties of the Association.

It shall be the duty of the Association to impose and collect such dues, assessments and other changes as it may deem necessary in accordance with the provisions hereof, and to landscape and maintain the entrances to and medians and street islands of Allwin as well as the common areas, easements and green spaces shown on any applicable plat of Allwin thereof. In addition, the Association shall also repair and maintain and repair the following: the private roads within Allwin, the lake, the well serving the lake, the entry gates, entrance walls, perimeter fencing and equestrian/pedestrian trails and all grounds associated with the amenities. The Association may, in its discretion, require all lot owners to maintain their property in accordance with the standards set forth herein.

3. Governance of the Association.

The Association shall be governed by a Board of Directors that shall consist of a President, Secretary and Treasurer. The Board shall be elected by popular vote of the members of the Association and all business of the Board shall be conducted in accordance with the South Carolina Business Corporation Act of 1988, as the same may hereinafter be amended.

ARTICLE VI
COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

1. Imposition of Assessment.

Each member of the Association by ownership of a lot in Allwin shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any dues or charges established hereby as hereinafter provided. Each lot within Allwin shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due. In the event that any owner fails to pay the assessments prior to delinquency, the Association may pursue all remedies at law or in equity to collect said assessments, including, but not limited, bringing an action at law to

collect the delinquent assessments or filing a statement of lien with respect to the lot and foreclosing said lien in accordance with applicable law.

2. Amount of the Assessment.

Such annual assessments shall be paid in monthly installments due on the 15th of each month in advance. The assessment shall be in an amount to be fixed from year to year by the Board of Directors of the Association, provided that the amount of each annual assessment shall be in equal amounts with respect to each lot subject to such change or assessments under the terms of these covenants. The annual assessment may be increased no more than 5% per year and any increase shall require the approval of at least 75% of the members. Special assessments may be charged on an emergency basis or for the purpose of capital improvements provided that such special assessments are approved by 85% of the members.

3. Use of the Assessments.

The amount so paid to the Association shall be administered by the Association and may be used for the payment of expenses incurred for the following purposes:

A. Maintenance of entrance sites, entrance ways, medians, common areas, drainage retention basins and green spaces within Allwin;

B. Maintenance of the riding trails and equestrian/pedestrian easements and common recreation areas associated within Allwin;

C. Maintenance of the roads, entrances and gates and associated utilities;

D. Maintenance of the lake and the well serving the lake; and

E. For such other lawful purposes as the Board of Directors of the Association shall determine.

ARTICLE VII
REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS

1. Remedies for Violation.

In the event of any violation or breach of any of the declarations and restrictions contained herein by any owner or agent of such owner, the owners of the lots in Allwin or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel the compliance with the terms hereof or to prevent the violation or breach of the covenants herein contained or to recover damages for such violation. In addition to the foregoing, the Association or the ACC shall have the right, whenever there shall have been built on any lot in Allwin any structure or other condition created which is in violation of these Covenants, to enter upon the property where such violation exists

and summarily abate or remove the same at the expense of the owner, if after thirty (30) days prior written notice of such violation, it shall not have been corrected by such owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained herein, however long such defaults continue, shall not be deemed a waiver of the right to do so hereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The foregoing notwithstanding, no violation of any covenant or restriction shall constitute a forfeiture or reversion of title hereunder.

2. Attorneys Fees

In the event the Association or the ACC or the owners of any lot or lots in Allwin shall bring an action at law or in equity as provided hereinabove, the prevailing party in any such action shall be entitled to recover attorneys' fees and costs of such action in an amount to be determined by the court of competent jurisdiction bearing the same.

ARTICLE VII
SEVERABILITY CLAUSE

The invalidation of any one or more paragraphs or portions of these Covenants by judgment or decree of a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in force and effect.

1. Effective Period.

These Covenants shall be effective immediately upon the filing of the same for record in the Office of the Registrar of Mesne Conveyances, Aiken County, South Carolina; shall thereupon run with the land and be binding upon all persons or parties and their successors and assigns claiming title by, under or through Developer until January 1, 2021, and shall be continued automatically and without further notice from that time for successive periods of fifteen (15) years each, unless within six (6) months prior to the expiration of any such successive period, a written agreement executed by members holding more than fifty percent (50%) of the votes of the Association shall be placed on record in the Office of the Registrar of Mesne Conveyances, Aiken County, South Carolina, in which agreement the owners express their desire to terminate said Covenants and, in such event, these Covenants shall become null and void as of the expiration of the current term, whereupon any and all real property owned by the Association shall revert to the record owners of the lots within Allwin as tenants in common.

2. These Covenants may be amended by a document executed by members holding more than fifty percent (50%) of the votes of the Association, which is duly recorded with the Office of the Registrar of Mesne Conveyances, Aiken County, South Carolina, and such amendment shall be effective upon the recordation of the same.

IN WITNESS WHEREOF, the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals, as the cause may be, the day and year first above written as the date of these presents.

ASSOCIATION:

ALL ~~WIN~~ FARMS ASSO~~CIATION~~, INC.

Witness

By: _____, President

Witness

STATE OF ~~SOUTH CAROLINA~~ Florida)
COUNTY OF ~~AIKEN~~ Collier)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Association, through its duly authorized officer, sign, seal and as its act and deed, deliver the within-written Covenants for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 29
Day of FEBRUARY, 2012

Witness 1

Notary Public for ~~South Carolina~~ Florida
My Commission Expires: 6/21/2015

ANNEMARIE M. GIANNINI
MY COMMISSION EXPIRES June 21, 2015
EE 066327
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

AIKEN COUNTY ASSESSOR
Tax Map:
000-00-00-000 PORTION

AIKEN COUNTY G
Tax Map:
073-05-01-001

DECLARATION OF EASEMENTS

THIS DECLARATION is made this 2nd day of January, 20 06, by GRAND RIVER REAL ESTATE, INC., (hereinafter referred to as the "Developer").

BACKGROUND INFORMATION

A. Developer is the owner in fee simple of a certain parcel of property situate and lying in the County of Aiken, State of South Carolina, as more fully described on a Record Plat of Allwin Farms as recorded in Plat Book 50, Page 786, RMC Office (herein referred to as the "Site Plan").

B. Developer has constructed or intends to construct the development as shown on the Site Plan which is a portion of the premises. Said Development(s) shall be or may be conveyed to third parties now or in the future.

C. Not withstanding the eventual use and ownership of the foregoing, the Developer desires to provide for certain common ingress and egress easement and utilities and service line easement all as hereinafter set forth.

STATEMENT OF DECLARATION

1. Declaration of Easements for the Benefit of Out Parcels. Developer does hereby declare, establish and create for the benefit of the foregoing, a perpetual, irrevocable, non-exclusive right and easement for pedestrian and vehicular circulation and access, ingress and egress, over and upon the entrances, exits and driveways of and from Allwin Farms marked and shown on the Final Plat of Allwin Farms as 40' Ingress/Egress Easements as shown on the Site Plan to serve the lots shown thereon.

2. Utility and Service Line Easements. Developer does hereby declare, grant, establish and create for the benefit of Out Parcels easements for the extensions of utility lines and service lines from their present location to the foregoing and the right to use the same and for the repair and replacement of the same from 5' on side property lines and 10' on rear property lines unless otherwise shown on the recorded plat. Any party making use of this utility easement hereby agrees to be fully responsible to insure that any and all work done in conjunction with said use shall be done (i) in accord with good engineering practices, (ii) in a good workmanlike manner, (iii) in accordance with all Federal, State, or local government laws, rules or regulations, (iv) that all damages or disturbances to the Site Plan shall be restored to its original condition, and (v) shall be done at a time of day and in a manner that such will not cause an interruption of utility services to the Site Plan during business hours.

3. No Merger. With respect to the easements created hereby, said easements shall be in full force and effect notwithstanding the fact that the Developer is the present owner of all relevant parcels, it being intended and understood that there shall be no merger of title and Developer hereby specifically waives any merger title for himself, his heirs, assigns, and successors. All other restrictions provided for in this Declaration. This Developer, his heirs, assigns, or successors may in

the future revoke this Declaration of Easement only upon express permission of the Aiken County Planning & Development Department or any successor organization or department. Under no situation would a revocation be approved if the effect were to landlock any existing parcels.

4. Modification. This Declaration shall be subject to modification with the consent and approval of the Developer and only those other parties to whom the Developer has given specific right of approval and consent for any modification of this Declaration.

5. Running with the Land. The easements, rights, and restrictions set forth herein shall be deemed covenants running with the land and shall inure to the benefit and be binding upon the Developer, his heirs, assigns, and successors.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the day and year first above written.

Witnesses:

Lisa Leader

Kimberly Fennig

GRAND RIVER REAL ESTATE CORPORATION

BY: _____

Gerald Spitler, President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Developer sign, seal and as his act and deed deliver the within-written instrument for the uses and purposes therein expressed and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Lisa Leader
Witness

SWORN to before me this the 2nd day of January, 2006.

Lisa J. Daili
Notary Public for
My Commission Expires: 1-12-7

2006000316
RIGHT OF WAY/ EASEMENTS
RECORDING FEES $10.00
EXEMPT
PRESENTED & RECORDED:
01-04-2006 11:15 AM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
By: JOYCE H ERGLE DEPUTY RMC
BK:RB 4039
PG:8-9

Introduction to Robert's Rules of Order

A. What is Parliamentary Procedure?
B. Why is Parliamentary Procedure Important?
C. Example of the Order of Business
D. Motions
E. Types of Motions
F. How are Motions Presented?
G. Voting on a Motion

A. What Is Parliamentary Procedure?

It is a set of rules for conduct at meetings, that allows everyone to be heard and to make decisions without confusion.

B. Why is Parliamentary Procedure Important?

Because it's a time tested method of conducting business at meetings and public gatherings. It can be adapted to fit the needs of any organization. Today, Robert's Rules of Order newly revised is the basic handbook of operation for most clubs, organizations and other groups. So it's important that everyone know these basic rules!

C. Example of the Order of Business

Organizations using parliamentary procedure usually follow a fixed order of business. Below is a typical example:

1. Call to order.
2. Roll call of members present.
3. Reading of minutes of last meeting.
4. Officers reports.
5. Committee reports.
6. Special orders --- Important business previously designated for consideration at this meeting.
7. Unfinished business.
8. New business.
9. Announcements.
10. Adjournment.

D. Motions

The method used by members to express themselves is in the form of moving motions. A motion is a proposal that the entire membership take action or a stand on an issue. Individual members can:

1. Call to order.
2. Second motions.
3. Debate motions.
4. Vote on motions.

E. Types of Motions

There are four Basic Types of Motions:

1. Main Motions: The purpose of a main motion is to introduce items to the membership for their consideration. They cannot be made when any other motion is on the floor, and yield to privileged, subsidiary, and incidental motions.
2. Subsidiary Motions: Their purpose is to change or affect how a main motion is handled, and is voted on before a main motion.
3. Privileged Motions: Their purpose is to bring up items that are urgent about special or important matters unrelated to pending business.
4. Incidental Motions: Their purpose is to provide a means of questioning procedure concerning other motions and must be considered before the other motion.

F. How are Motions Presented?

1. Obtaining the floor
    a. Wait until the last speaker has finished.
    b. Rise and address the Chairman by saying, "Mr. Chairman, or Mr. President."
    c. Wait until the Chairman recognizes you.
2. Make Your Motion
    a. Speak in a clear and concise manner.
    b. Always state a motion affirmatively. Say, "I move that we ..." rather than, "I move that we do not ...".
    c. Avoid personalities and stay on your subject.
3. Wait for Someone to Second Your Motion
4. Another member will second your motion or the Chairman will call for a second.
5. If there is no second to your motion it is lost.
6. The Chairman States Your Motion
    a. The Chairman will say, "it has been moved and seconded that we ..." Thus placing your motion before the membership for consideration and action.
    b. The membership then either debates your motion, or may move directly to a vote.
    c. Once your motion is presented to the membership by the chairman it becomes "assembly property", and cannot be changed by you without the consent of the members.

7. **Expanding on Your Motion**
    a. The time for you to speak in favor of your motion is at this point in time, rather than at the time you present it.
    b. The mover is always allowed to speak first.
    c. All comments and debate must be directed to the chairman.
    d. Keep to the time limit for speaking that has been established.
    e. The mover may speak again only after other speakers are finished, unless called upon by the Chairman.
8. Putting the Question to the Membership
    a. The Chairman asks, "Are you ready to vote on the question?"
    b. If there is no more discussion, a vote is taken.
    c. On a motion to move the previous question may be adapted.

G. Voting on a Motion:

The method of vote on any motion depends on the situation and the by-laws of policy of your organization. There are five methods used to vote by most organizations, they are:

1. By Voice -- The Chairman asks those in favor to say, "aye", those opposed to say "no". Any member may move for a exact count.
2. By Roll Call -- Each member answers "yes" or "no" as his name is called. This method is used when a record of each person's vote is required.
3. By General Consent -- When a motion is not likely to be opposed, the Chairman says, "if there is no objection ..." The membership shows agreement by their silence, however if one member says, "I object," the item must be put to a vote.
4. By Division -- This is a slight verification of a voice vote. It does not require a count unless the chairman so desires. Members raise their hands or stand.
5. By Ballot -- Members write their vote on a slip of paper, this method is used when secrecy is desired.

There are two other motions that are commonly used that relate to voting.

1. Motion to Table -- This motion is often used in the attempt to "kill" a motion. The option is always present, however, to "take from the table", for reconsideration by the membership.
2. Motion to Postpone Indefinitely -- This is often used as a means of parliamentary strategy and allows opponents of motion to test their strength without an actual vote being taken. Also, debate is once again open on the main motion.

Parliamentary Procedure is the best way to get things done at your meetings. But, it will only work if you use it properly.

1. Allow motions that are in order.
2. Have members obtain the floor properly.
3. Speak clearly and concisely.
4. Obey the rules of debate.

Most importantly, *BE COURTEOUS.*