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STATE OF SOUTH CAROLINA)
COUNTY OF Aiken)
ADDITIONAL PROTECTIVE
COVENANTS FOR
WEXFORD HILL SUBDIVISION

WHEREAS, Wexford Hill, Inc. and M. R. Warner & Son, Inc., which are South Carolina Corporations, are the owners and developers of certain lands, situated twelve (12) miles East of the City of Aiken, portions of which have been and which will be subdivided in lots for development purposes; and

WHEREAS, Wexford Hill, Inc. and M. R. Warner & Son, Inc., desires to develop a desirable community and to that end is creating an Association as provided under State of South Carolina state law, for the efficient preservation of values and amenities and assigning unto such Association the rights, powers and duties of maintaining and administering the community properties and amenities hereinafter described and administering and enforcing the terms and conditions as set forth in this agreement and declaration; and

WHEREAS, Wexford Hill, Inc. and M. R. Warner & Son, Inc., and their duly authorized officers have or will cause the Declaration and Petition for Incorporation to be filed pursuant to the state laws of the State of South Carolina as hereinabove set forth for the purpose of exercising the powers and functions as aforesaid; and

WHEREAS, certain property adjacent or nearby the residential lots are to be conveyed by Wexford Hill, Inc. and M. R. Warner & Son, Inc., to the Association in order to provide recreational areas, open space, and other areas suitable for community use for the benefit of property owners and inhabitants of Wexford Hill; and

WHEREAS, it is to the interest, benefit and advantage of Wexford Hill, Inc., M. R. Warner & Son, Inc., and Wexford Hill Home Owners Association, Inc., and to each and every person who shall hereafter purchase any lot in the residential portions of the subdivisions known as Wexford Hill, that certain covenants governing and regulating the use, occupancy, operation,

RETURNED TO:

Owner
% P+D

maintenance and development, and in addition certain reservations and servitudes, be imposed upon the property to be acquired by Wexford Hill, Inc. and H. R. Warner & Son, Inc., as well as the residential lots in Wexford Hill as owned by Wexford Hill, Inc. and H. R. Warner & Son, Inc. and for sale to prospective purchasers be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the promises and the benefits to be derived by Wexford Hill, Inc., H. R. Warner & Son, Inc., Wexford Hill Home Owners Association, Inc., and each every subsequent owner of residential lots in Wexford Hill subdivision, that Wexford Hill, Inc. and H. R. Warner & Son, Inc., does hereby set up, establish, promulgate and declare the following covenants to be applicable to lots 3-15 Wexford Hill Subdivision, Phase I, as shown upon a plat thereof prepared by CHARLES V. HARRISON, RLS, under date of August 31, 1908, revised September 14, 1909, revised February 20, 1920, and recorded on 3-12-90, in the Office of the Register of Deeds, Conveyance for Aiken County, South Carolina, in Plat Book 23, Page 47, and any additions or amendments thereto, and to all persons owning said lots or any subsequent owner thereof, and to lands being acquired or to be acquired by Wexford Hill, Inc. and H. R. Warner & Son, Inc.:

1. Declarant has organized or will organize a Corporation under South Carolina law under the name of Wexford Hill Home Owners Association, Inc. (the Association) and may convey to the Association streets, easements, lakes, or other common areas, from time to time, except as such shall have been or may be conveyed to or accepted by any governmental body or utility company. The Association shall be owned by Declarant until such time as Declarant shall notify in writing the owner of each lot that it is terminating its interest in the Association and at such time the Association shall be owned by the record holders of the fee simple title (excluding mortgage holders or holders of easements) of the lots (the Members). The Members shall in all

affairs of the Association have one vote for each lot owned. If the lot is owned by more than one person, the majority of owners shall cast the vote for such lot and if a majority of owners of a lot cannot agree, then that lot shall have no vote in the affairs of the Association.

2. At all times, the Association, whether owned by Declarant or other Members, shall have the power to convey the streets and easements and water areas as shown upon the plat, or any other such areas as in the best judgment of the Association shall determine, to appropriate governmental authorities or utility companies upon such terms as it may seem advisable.

3. The Association shall have the sole responsibility for maintenance, taxes, insurance, and all other charges on the Common Areas. At such time as ownership of the Association passes to the Members pursuant hereto, the Association shall determine an annual assessment, equal in amount on all lots not owned by Declarant, payable by the Members into a common expense fund to be maintained by the Association, which shall be used only to pay such expenses and charges, for the maintenance of a reasonable operating reserve fund to cover unforeseen contingencies or deficiencies arising from unpaid assessments or liens or emergency expenditures in connection with maintenance or other charges on the Common Areas, and for expenses including legal fees, incurred by the Association in exercising its rights and performing its duties hereunder. The Board of Directors of the Association shall annually determine and recommend to the Association the annual assessment for the coming calendar year. Such recommendation shall be reported to the Members not less than thirty (30) days nor more than forty-five (45) days prior to a meeting to be held in December of each year at which the annual assessment shall be determined by vote of Members owning a majority of lots represented, in person or by proxy, at such meeting. Unless otherwise provided at such meeting by vote of Members owning a majority of the lots then represented, the yearly assessment shall be due on a calendar year basis and shall be payable by January 15th, at the beginning of each year and

shall be paid to the Association when due without further notice from the Association. The Association shall upon demand by an Member at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on such Member's lot have been paid. Lots owned by Developers shall not be subject to any assessment.

4. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, and notice has been mailed to the appropriate Member at such address as may appear upon the records of the Association, the assessment shall bear interest from the due date at the rate of eighteen (18%) percent per annum, and the Association may bring an action at law against the Member or Members personally obligated to pay the same or file a lien against such lot, and the amount of all assessments then due, in either case with interest, costs and reasonable attorney's fees. Each Member, by his acceptance of a deed to his lot or lots, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of such charges as a debt and to file a lien in the same manner as liens for the improvement of real property. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Members thereof. The Association acting on behalf of the owner shall have the power to bid in the lot of any foreclosure sale and to acquire, hold, lease, mortgage or convey the same. Non-use of the Common Areas or abandonment of a lot shall not constitute a defense against any action on account of any unpaid assessment.

5. The lien of the assessments provided for herein shall be prior and superior to all other liens except liens of ad valorem taxes and first mortgages. The sale or transfer of any lot shall not affect the assessment of lien, provided, however, that upon the sale or transfer of any lot pursuant to foreclosure of the first mortgage, the Association shall be entitled to claim any proceeds of sale in excess of the amount necessary to satisfy such first mortgage, to the extent of the lien provided herein.

No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

6. Although this declaration imposes no covenant, condition, or reservation under any kind on any lands other than the property, Declarant may in its discretion develop additional parcels of lands contiguous or nearby to the property or contiguous or nearby to lands contiguous to the property as a part of the Wuxford Hill development. Declarant may provide that such additional lots as they may choose, may be subjected to the Association and all terms hereto. Declarant, at this time, expects to develop more lots near this area and expects to impose restrictions thereon, and subject such lot owners to the duties and obligations imposed by these additional Restrictive Covenants and the Association.

7. This declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the owners of record of lots within Wuxford Hill, and also by Developer. Provided, however, that when the Developer has given notice pursuant that it has sold all its property subject to the restrictions, the signature of the Developer will not be necessary. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Register of Mesne Conveyances for Aiken County, South Carolina. Every purchaser or grantee of any interest in any real property now or hereafter subjected to this declaration, by acceptance of a deed or other conveyance therefor, agrees that this declaration may be amended as provided in this Section.

8. These covenants are to run with the land and shall be binding upon all parties, their heirs, executors, administrators and assigns, and all persons claiming under them until January 1, 2010, at which time the covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change same in whole or in part.

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IN WITNESS WHEREOF, the undersigned, by its duly authorized officers have on this 8th day of March, 1990, affixed the Hand and Seal of the Company.

IN THE PRESENCE OF:

Beverly J. Jones

Dawn P. [Signature]

WEXFORD HILL, INC.

BY: [Signature]
Everett Crosby, President

Beverly J. Jones

Dawn P. [Signature]

H. R. WARNER & SON, INC.

BY: [Signature]
Carroll H. Warner, President

STATE OF SOUTH CAROLINA
COUNTY OF Aiken

PERSONALLY appeared before me, the undersigned witness and made oath that (s)he saw the within-named WEXFORD HILL, INC., by Everett Crosby, its President, and H. R. WARNER & SON, INC., by Carroll H. Warner, its President, sign, seal and as its act and deed, deliver the within-written Restrictions, and that (s)he with the other subscribing witness hereto, witnessed the execution thereof.

Beverly J. Jones

WORN to before me this

8th day of March, 1990.

[Signature] (LS)
NOTARY PUBLIC OF SOUTH CAROLINA
MY COMMISSION EXPIRES 1-1-92

RETURNED TO: W. J. Q.
att: [Signature]

3-12-90 at 0950
[Signature]
[Signature]
[Signature]