

Mykah, Inc. (Lot 1), Deborah Reed (Lot 2), Brett Strickland and Candace Johnson (Lot 3), Debbie J. Hamm Phillips (Lot 4), Jesup W. Keown and Allyson A. Hall (Lot 5), James Bryan Hill (Lot 6), Leland R. Tenijenhuis and Jana L. Tenijenhuis (Lot 7), Laurie A. G. Brunke and Walter A. Brunke (Lot 8), Donald Chad McCurley and Christina Irene McCurley (Lot 9), Lewis Carl Whitfield (Lot 10), David A. Norris and Vickie M. Norris (Lot 11), Candy Brock (Lot 12), Jason Andrew Single and Angela R. Single (Lot 13), Shawn K. Singleton and Ann Marie Singleton (Lot 14), Doyle Tant and Paula D. Tant (Lot 15), Justin R. Fortner (Lot 16), Gary Greenwood, Jr. and Elisa Rice Greenwood (Lot 17), Gary Greenwood, Jr. and Elisa Rice Greenwood (Part Lot 18), James W. Daniels and Susan M. Daniels (Lots 19 & 18A), Donald E. McBride and Christie C. McBride (Lot 20), Samir & Arpita Patel (Lot 21), Derek W. Forrester and Lisa M. Forrester (Lot 22), Kenneth M. Mullinax and Rachel M. Mullinax (Lot 23), Christopher Campbell (Lot 24), Kevin and Pamela Gantt (Lot 25), Dorr Resources, Inc. (Lot 26), Charles R. Guyton and Jaime D. Guyton (Lot 27), William H. Schmidt and Gretchen L. Schmidt (Lot 28), Giuseppe Carra and Caterina Carra (Lots 29 & 30), Susan Bolt (Lot 31), Eliseo Torres (Lots 32 & 33), Grahame F. Carter and Pauline F. Moser (Lots 34 & 35), Charles A. Wham, Jr. (Lot 36), Thomas R. Morgan and Kelly M. Morgan (Lot 37), David Lee Hardy (Lot 38), Judy D. Crump (Lot 39), Michael J. Helvie and Allyson S. Helvie (Lot 40), B.J. Sharp and Aimee L. White (Lot 41), Federal National Mortgage Association (Lot 42), Anthony Fields (Lot 43), Jess B. Fasold and Geraldine Fasold (Lot 44), Christopher Warren Scott and Jennifer Cherie Scott (Lot 45), Christopher and Iris Suber (Lot 46), Pearson Construction Realty Co., Inc. (Lot 47), Michael P.W. Meyers and Katherine H. Meyers (Lot 48), Michael Shaver and Michelle Donnarumma Shaver (Lot 49), Mark L. Burdette and Darlene K. Burdette (Lot 50), Kerwin L. Johnson and Linda Johnson (Lot 51), Tommy E. White and Andrea L. White (Lot 52), Thomas J. Strall and Marjorie L. Strall (Lot 53)

Which Subdivision Lots 1-53 are shown on plat of subdivision known as Spring Brook Subdivision, said plat prepared by Applewhite and Cavedo Engineering Associates dated August 13, 2001, recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Slide 1252 at Pages 5 & 6, which property is further described on the Legal Description attached as Exhibit A and incorporated herein by reference ;

HEREBY makes the within Declaration of Restrictive Covenants for Spring Brook Subdivision, Anderson, South Carolina, to make the following changes to said covenants for the benefit of the property owners within said subdivision. It is the stated purpose and intention of the undersigned property owners to adopt all the following covenants, as covenants running with the land, which shall be binding on their heirs and assigns, even if any of these amendments are deemed to be new restrictive covenants rather than merely modifications or amendments to the existing covenants, and to make their property subject to the following covenants, restrictions, easements, charges, liens, and conditions.

1

held, transferred, sold, conveyed, leased, occupied, and used shall be subject to the following easements, restrictions, covenants, charges, liens, amendments, and conditions ("the Covenants") which are for the purpose of protecting the value and desirability of the property, and which shall touch and concern and run with title to the Property. This Declaration and all provisions hereof shall be binding on all parties having any right, title or interest in the Property or any portion thereof, and their respective heirs, successors, successors in title and assigns, and shall inure to the benefit of each owner thereof and to the Spring Brook Subdivision Homeowner Association ("the Association"), an unincorporated Association which may later incorporate as a non-profit corporation, whose members are the owners of the lots within the subdivision, operating as a homeowner's Association as defined by Section 12-43-230 of the S.C. Code of Laws, each lot having one vote, as outlined in the Covenants, and in the bylaws of the Association.

Bylaws, Rules and Regulations for Spring Brook Homeowner Association The Association shall adopt Bylaws, Rules and Regulations by a majority vote of the members of the Association at its annual meeting, with each lot owner being a member, and each lot having one vote. **The Association Bylaws shall be amended from time to time, and all property owners are hereby put on notice that their rights, privileges and responsibilities are further governed by the Association Bylaws, Rules and Regulations, as amended.** The Association Bylaws shall include Rules and Regulations which may be adopted, amended and repealed from time to time, which shall govern the collection and disposal of garbage and trash and maintenance of yards, burning of open fires, control of animals, parking restrictions and limitations, schedules of fines for infractions of Association rules. One copy of Association Bylaws, Rules and Regulations shall be provided to each lot by the Association, by delivering a copy of same to the person in possession of the lot, and any change in same shall be distributed within a reasonable time of the change in the same manner. Each property owner shall be required to provide a copy of the Association Bylaws, Rules and Regulations to his/her grantees, heirs and assigns upon conveyance of any lot within the subdivision.

The Restrictive Covenants recorded 9/14/01 shall remain in full force and effect as restated herein except to the extent that they are modified or changed by this Amendment. The Restrictive Covenants and their Amendments shall be binding on all parties and all persons claiming under them until September 14, 2021, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change or abrogate said covenants in whole or in part. In such vote each lot shall be entitled to one vote, irrespective of ownership. If additional lot owners wish to be annexed into the subdivision following the creation of the subdivision or subsequent to any Amendment of these Restrictive Covenants, the owners of said lots shall be required to sign and record a document in the Office of the Register of Deeds subjecting their property to the Covenants and their Amendments. Upon such annexation the annexed lots shall then have the same rights, privileges and responsibilities as the original lots of Spring Brook Subdivision.

The Developer, the lot owners, their heirs and assigns, and the Association shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so by obtaining an injunction and/or to recover damages for such violation. In addition, the Association shall have the right to recover reasonable attorney fees and costs as a prevailing party in any action to enforce the Covenants, which fees and costs shall then constitute a lien upon the property owned by the person or entity found to be in violation of the Covenants, as outlined below in the section entitled "Enforcement." The failure of the Association to prosecute any violation shall not be deemed a waiver of its right to prosecute the violations or future violations except as governed by the statutes of limitation of the State of South Carolina.

Invalidation of any one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

All deeds transferring any interest in property described in Exhibit A shall contain the language:
"This property is subject to the Restrictive Covenants recorded in Book 4361 Page 186 in the Office of the Anderson County Register of Deeds, the First Amendment to Restrictive Covenants recorded in Book 8512 Page 138, and any subsequent Amendments."

I. PURPOSE OF RESTRICTIVE COVENANTS

The purpose of these restrictive covenants is to create a harmonious theme in the development of the subdivision, to prevent the building of any structure or structures which would look odd, cheap, or out of keeping, to ensure the use of the property for attractive residential purposes only, to prevent nuisances, and to secure each lot or tract owner the full benefit and enjoyment of his or her home. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

II. USES PERMITTED AND PROHIBITED GENERAL COVENANTS AND RESTRICTIONS

1. All lots in this subdivision or development shall be known and described as residential lots and shall be used exclusively for single family residential dwellings. No structure shall be erected, altered, placed, or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a garage for private passenger automobiles.
2. No mobile home(s) or modular home(s) of any type whether on wheels, jacks or permanent foundations will be allowed in said subdivision.
3. Boats, motor homes, campers, trailers, commercial vehicles with more than six tires, commercial trucks, tractor trailers, tractors, or recreational vehicles of any description shall be garaged, stored behind an approved fence, or stored behind the home so they are not in front of any resident and not an eyesore to the development. For purposes of determining direction for a corner lot, the front door shall designate the front of the home. The parking and/or storage of any vehicles with wheels shall comply with the Association Bylaws, Rules and Regulations, which are incorporated herein by reference.
4. No abandoned, unlicensed or inoperable motor vehicle of any description shall be allowed to be parked on any lot, driveway, or public street in said subdivision.
5. No structures of any temporary character, tent, shack, barn, storage, or any other type outbuilding shall at any time be used on any lot in said subdivision for any reason whatsoever, including a temporary residence. All improvements granted the approval of the Architectural Committee in accordance with the Restrictive Covenants recorded 9/14/01 shall be completed within a reasonable time period, and all exteriors shall be completed no later than eighteen months following the date of written approval by the Architectural Committee. The Architectural Committee shall define a reasonable time period in its written approval and may extend the time period in its discretion. This will further the goal of the Covenants to ensure the use of the property for attractive residential purposes only. If such construction is not completed and such exteriors are not completed within the required time period, then the property owner shall be fined by the Association a daily penalty in the amount set by its bylaws until such time as the construction is completed. Such fines, costs of collection, reasonable attorney fees and costs shall then constitute a lien upon the property owned by the person or entity found to be in violation of the Covenants, the payment of which may be enforced by the Association by the procedure outlined below in the section entitled "Enforcement."
6. No noxious or offensive activity shall be conducted anywhere on the property subject to these restrictions nor shall anything be done thereon which may be or become an annoyance, nuisance or menace to the subdivision. Noxious or offensive activities are further defined in the Association Bylaws, Rules and Regulations, which definitions are incorporated herein by reference.
7. No lot or any part thereof shall be used for any business or commercial purpose.
8. All antenna, receiver or transmit terminals, or other devices used for reception and/or transmission of audio or video signals shall be installed so they are not visible from the front of the residence. Satellite dishes will be installed so they are not visible from the front of the residence.
9. No swimming pools, wading pool, or any other type container of water used by people for recreational purposes shall be constructed unless written approval is granted by the Architectural Committee. Proper fencing will be required in every case where a pool is approved. Any pool house must be of similar style, material and construction as the main residence, which plans must also be approved by the Architectural Committee. No above grounds pools shall be permitted. Above ground spas or hot tubs may be permitted at the discretion of the Architectural Committee.
10. All fuel oil tanks, containers or LP gas containers shall be buried underground and out of view and consistent with normal safety precautions.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in this

subdivision, except that cats, dogs, or other household pets may be kept, provided they are not bred or maintained for commercial purposes.

12. Garbage and trash cans, wood piles, and clothes lines must be located so they will not be viewed from the front of any residence or be an eyesore to the development. The storage of garbage and refuse shall comply with the Association Bylaws, Rules and Regulations.
13. Property owners will be required to maintain their yards in an orderly fashion and keep landscapes, shrubbery or hedges trimmed to a reasonable limit, so that air circulation or view from surrounding property will not be adversely affected, and so that traffic hazards will not be created. Property owners will comply with the Association Bylaws, Rules and Regulations regarding landscape maintenance.
14. No signs shall be permitted on any lot except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than twenty-four (24) inches in length or twenty-four (24) inches in width.
15. Names or numbers painted or placed on mailboxes and/or any other house numbers or designations shall be placed in a professional manner.

III. SET BACK LINES, LOCATION AND SIZE OF IMPROVEMENTS AND BUILDING PLOTS

1. No building shall be erected on any lot nearer than thirty (30) feet to the front lot line (street side). The Architectural Committee, which is provided herein, shall have the sole authority to alter minimum or maximum set back lines of any lot or lots, provided, however, said alteration is expressed in written form and signed by a majority of the Architectural Committee prior to the beginning of construction on any lot or lots affected by such change.
2. All buildings shall face towards the front lot line, and buildings and garages to be built on corner lots shall be located and face in the direction approved by the Architectural Committee. No residence shall be erected nearer than twelve (12) feet to any side lot line.
3. All residences must have garage accommodations for at least two (2) automobiles (22 feet x 22 feet minimum). Garage openings must be located away from the principle street of the house so that main view of house from the street will not be directly into such garage. Any variance in the location of a garage must be approved in writing by the Architectural Committee. Any detached garage shall be erected at least twenty-five (25) feet beyond the minimum set back line at the front of the lot and no nearer than twelve (12) feet to any side or rear lot line.
4. Any decorative wall, fence, or hedge to be placed in front of any residence in the subdivision shall not exceed four (4) feet in height. No chain link fence shall be placed in front of any residence or where it may be viewed from the street.
5. Nothing contained herein shall be construed to prohibit the use of one lot or of portions of one or more lots as a single residential building site. In such event the Architectural Committee shall have the sole authority to determine the set back line(s), the direction the building shall face, the location of the building on the lots, and any other matters so as to ensure the conformity, aesthetic appeal, and harmony of the building with the remainder of the subdivision. These matters must be approved in writing by the Architectural Committee before any construction begins.
6. No residence shall be constructed on any lot containing less than eighteen-hundred (1800) square feet of heated floor space exclusive of porches, garages and breezeways. In computing square footage of any residence, credit shall be given for one-half the square footage of any basement which is finished and heated. No story-and-a-half residence shall be erected containing less than twelve hundred (1200) square feet of heated floor space on the ground floor and less than six hundred (600) square feet of heated floor space on the second floor, exclusive of porches, garages and breezeways. Stairwells will be counted once in computing square footage and will be included in the ground floor total.
7. No lot shall be divided or subdivided so that it is smaller than the original lot size shown on the subdivision plat.
8. No grading or filling which would significantly change the elevation of any lot shall be done without the prior written permission of the Architectural Committee.
9. All foundations to be of masonry construction.

IV. APPROVAL OF PLANS AND THE ARCHITECTURAL COMMITTEE

1. The Architectural Committee shall consist of three members elected by a majority vote of the Spring Brook Homeowner Association. This vote shall be held at the annual meeting of the Spring Brook Homeowner Association, in accordance with the Association Bylaws, Rules and Regulations. The

Architectural Committee members may be, but are not required to be, members of the Board of Directors of the Spring Brook Homeowner Association. In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled by the Board of Directors of the Spring Brook Homeowner Association. In all matters of the Architectural Committee, a majority vote of committee members shall govern. The Architectural Committee members shall act responsibly and in accordance with the Declaration of Covenants, Restrictive Covenants, Association Bylaws, Rules and Regulations. The Committee members shall not be liable to any person for any act of the Committee except to the extent the Committee or any member acted with malice or wrongful intent. The Association shall defend and indemnify the Committee or its members in any suit by a property owner or other person against the Committee for a claim relating to its activities for the Association.

2. No improvements shall be erected, placed, altered or changed in any lot in this subdivision until and unless the building plans, specifications and plot design and location of such improvement on the lot has been approved in writing by the Architectural Committee as to conformity, aesthetic appeal, and harmony of the external design and consistence of plan with existing improvements on other lots in the subdivision and as to the location of the structure on the lot.
3. In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Architectural Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement as to be considered a substantial duplication thereof in the discretion of the Architectural Committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications or lot plans which in its opinion and discretion are not suitable or desirable and in passing upon such plans, specifications or plot plans, the Architectural Committee shall take into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings and what effect it will have on other residences already constructed and what effect it will have on the outlook from the adjacent neighboring property.
4. Application for approval as required herein shall be made to the Architectural Committee and at the time of such application two copies of the building plans, specifications and site plans showing location of residence on lot shall be provided. One (1) copy of such plans and specifications shall be retained by the Architectural Committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.
5. If improvements are made without prior approval of the Architectural Committee, said Architectural Committee shall make and file an affidavit to be recorded in the Office of the Register of Deeds with the name of the property owner, the legal description of the property, a statement of required changes or demolition to the improvement, together with a statement of fines and charges levied by the Architectural Committee for the violation. The affidavit shall also be posted at the property and mailed to the last known address of the property owner via registered First Class U.S. Mail. Failure of the property owner to comply with the required changes or demolition within sixty days of filing of the affidavit shall subject the property owner to the fines and charges which shall constitute a lien upon the subject property. The Architectural Committee may file an action to foreclose the lien against the subject property, and to recover the costs of collection, reasonable attorney fees, and other costs in the action to foreclose the lien.
6. If a property owner disagrees with the finding of the Architectural Committee, he/she/they may make an appeal at the annual meeting of the Association. The decision of a majority of members of the Association at the annual meeting is final.

ANNUAL MEETING OF ASSOCIATION COVENANT FOR ASSESSMENTS

1. Each property owner in the subdivision shall automatically become a member of the Spring Brook Homeowner Association (Association) which was formed when the developer completed the subdivision. Each lot shall have one (1) vote in the Spring Brook Homeowner Association, irrespective of the number of owners. The lot owner(s) shall remain members of the Association as long as he/she/they own the lot and the membership shall pass with the deed. The purpose of the Association shall be to maintain the entrance to the subdivision, maintain any private roads and facilitate the transfer of private roads to Anderson County, to determine if a gate is needed for the subdivision, conduct social activities from time to time, enforce covenants and restrictions, oversee the

Architectural Committee, maintain all areas owned by the Association as common areas to include pond, walking track, dam, picnic area, storm water retention areas, and lot/lots, and any other services or activities as deemed necessary by its Board of Directors.

2. **Annual Meeting** The Association shall hold an annual meeting on the last Thursday in August at 6:30 p.m. during which it shall elect its Board of Directors to include five members and conduct Association business. A sign noting the place of the annual meeting shall be posted at the entrance to the subdivision prior to the meeting. At least twenty-eight (28) lot owners or their written proxies shall constitute a quorum to conduct business at any annual meeting or specially called meeting. It is anticipated that the Association may later incorporate as a non-profit corporation. The Association may modify its Bylaws, Rules and Regulations at any properly called meeting where a quorum is present by a majority vote.
2. **Board of Directors** The Board of Directors shall have authority to conduct Association business on behalf of the Association, to enter into agreements on behalf of the Association, to spend Association funds, to act on behalf of the Association in any action to enforce covenants, and any other authority outlined in the Association Bylaws, Rules and Regulations. The Board of Directors shall have the authority to retain the services of professionals to assist them in performing their duties on behalf of the Association and to pay the fees of such professionals from funds of the Association. The Board of Directors shall not be personally liable for any action taken on behalf of the Association in the absence of gross negligence, malice, or wrongful intent.
3. **Annual Assessment** Each owner of any lot, by acceptance of a deed, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association an annual assessment of \$200.00 which shall be due on September 31 of each year and upon the closing of any lot/lots. Each owner shall be personally liable for the assessment. In addition, each owner covenants and agrees that any unpaid assessment shall constitute a lien upon his/her/their property or lot within the subdivision. The Association shall have the power to levy the annual assessment against each lot in the subdivision for the purpose of defraying, in whole or in part, the costs incurred by the Association. The Association Board of Directors may increase the amount of the annual assessment at any time. Such annual assessment shall be levied by the Association as of January 31 of each year and a statement for such amount shall be mailed to the owner of each lot as of such date and shall be payable on or before March 31 of each year. If any property is sold after January 31 and before November 31, the new owner shall pay the full amount of the annual assessment, regardless of whether the prior owner paid the assessment. The annual assessment prorata share per lot shall be 1/53 unless additional lots are annexed, in which case the prorata share will be calculated according to the number of lots within the subdivision.
4. **Special Assessment** The Association may levy a special assessment to be paid equally by all lots within the subdivision for any purpose by a majority vote of the Association members at the annual meeting or at a special meeting where notice of such a meeting is provided at least thirty days in advance of the meeting by delivering a copy of the notice of special meeting to property owners or posting such notice of special meeting upon the lot if property owner cannot be found. Each owner shall be personally liable for the assessment. In addition, each owner covenants and agrees that any unpaid assessment shall constitute a lien upon his/her/their property or lot within the subdivision.
5. **Default Assessment** The Board of Directors of the Association may levy a default assessment including fines and penalties against specific property owners who violate the Covenants, Bylaws, Rules or Regulations or fail to perform an obligation under these documents. Each owner shall be personally liable for the default assessment. In addition, each owner covenants and agrees that any unpaid assessment shall constitute a lien upon his/her/their property or lot within the subdivision. These default assessments, together with interest, costs and reasonable attorney fees, shall constitute a lien upon the property of the specific property owners. Such lien shall be evidenced by an affidavit signed by the Board of Directors of the Association, which affidavit shall be filed in the Office of the Register of Deeds for Anderson County, South Carolina, with the name of the property owner, the legal description of the property, the nature of the violation, the amount of the fines and penalties, and such affidavit shall be served upon the property owner by registered mail at his address as listed in the Anderson County Property Tax Records.
5. **Unpaid Assessments** If the assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of 12% per annum and shall, together with such interest thereon and costs of collection (including attorneys fees incurred by the Association), become a

continuing lien on the lot and shall bind such lot in the hands of the then owner, the owner's heirs, personal representatives, successors, and assigns. Such lien shall be evidenced by an affidavit signed by the Board of Directors of the Association and filed in the Office of the Register of Deeds for Anderson County, South Carolina, which shall include the name of the property owner, the legal description of the property, the nature of the violation, the amount of the unpaid assessments, fines and penalties. Such affidavit shall also be served upon the property owner(s) by registered mail at his/her/their address as listed in the Anderson County Property Tax Records on the date the lien is filed. Such assessment shall also be the personal obligation of the owner of the lot at the time the assessment becomes delinquent. Thirty days following the mailing of such notice, the Association may proceed to foreclose the statement of lien in the same manner as provided for foreclosure of mortgages under the statutes of the State of South Carolina. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the lot and there shall be added to the amount of such assessment, interest, all court costs, attorneys fees incurred by the Association, and related costs. Such lien shall be in favor of the Association and shall be for the benefit of all other Owners. No property owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot. The remedies herein provided shall not be exclusive and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law.

6. **Successor's Liability for Assessments** In addition to the personal obligation of each Owner to pay all assessments thereon and the Association's perpetual lien for such assessments, all successors in fee simple title to a Lot, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid assessments, interest, late charges, costs, expenses and attorney's fees against such Lot without prejudice to any successor's right to recover from any prior Owner any amounts paid by such Successor. The liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Lot. **A purchaser is hereby put on notice that he will not be able to claim to be an innocent purchaser for value if an affidavit and notice of lien for unpaid assessments has been recorded prior to the date the purchaser's deed was recorded.**
7. **Subordination of Lien for Unpaid Assessments** The lien of the assessments provided for in this document shall be subordinate to the lien of any first mortgage. The lien of the assessments shall be superior to and prior to any homestead exemption provided now or in the future by laws of the State of South Carolina. No sale or transfer of any lot pursuant to a decree of foreclosure or by a Public Trustee's foreclosure or any other proceeding or deed in lieu of foreclosure for the purpose of enforcing a first mortgage shall extinguish the lien of such assessments as to installments which became due prior to such sale or transfer, and the amount of extinguished lien may be reallocated and assessed to all lots as a common expense at the direction of the Board of Directors. No sale or transfer shall relieve a purchaser or transferee of a Lot from liability nor the Lot from the lien of any assessment made after the sale or transfer.
8. **Failure to Assess** The omission or failure of the Board of Directors to fix the assessment amounts or to deliver or mail to each owner an assessment notice shall not be deemed a waiver, modification or release of any owner from the obligation to pay assessments. In such event, the owner shall continue to pay annual assessments as assessed for the prior year until a new assessment is made, at which time any shortfall may be assessed retroactively by the Association.
9. **Proof of Assessments Paid.** Any property owner or other interested party may request the Board of Directors to provide a certificate that all assessments for a particular lot have been paid. Such request shall be delivered to any member of the Board of Directors. Such certificate signed by any board member shall be conclusive proof that assessments for a particular lot are paid in full as of the date certified.

IN WITNESS WHEREOF, the undersigned property owners have set their hands and seals in Anderson County, South Carolina, this 8 day of November, 2007.