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DECLARATION OF BUILDING SITE COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR BELLA GROVE - VERDAE

GREENVILLE, SOUTH CAROLINA

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DECLARATION OF BUILDING SITE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLA GROVE–VERDAE GREENVILLE, SOUTH CAROLINA

THIS DECLARATION OF BUILDING SITE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLA GROVE–VERDAE, made this 2nd day of Nov, 2016, by VERDAE DEVELOPMENT, INC. (the "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of that certain real property located on Rocky Slope Road in the City of Greenville, South Carolina, and being more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer, is developing and intends to develop all of the real property known as Verdae, as defined below, as a mixed-use development which may include residential, office, hotel, retail and other components; and

WHEREAS, the Property is located within Verdae, and Developer desires that the Property and all portions thereof be used solely for the uses herein described and for no other uses or purposes whatsoever; and

WHEREAS, Developer wishes to provide for the orderly development of the Property and Verdae and all portions thereof and to enhance and preserve the value of the Property and Verdae and all portions thereof; and

WHEREAS, Developer has determined that the most effective method and manner in which to accomplish the foregoing objectives is to subject the Property and all portions thereof to this Declaration with the intent that this Declaration and the provisions, covenants, conditions, restrictions, and obligations set forth herein shall run with title to the Property and all portions thereof.

NOW, THEREFORE, Developer hereby declares that the Property and all portions thereof shall be and are hereby made subject to this Declaration and the provisions, covenants, conditions, restrictions, and/or obligations set forth herein, which Declaration, provisions, covenants, conditions, restrictions, and/or obligations shall run with title to the Property and all portions thereof; and Developer hereby Approves this Declaration as required in the definition of "Building Site Declaration(s)" in the Master Declaration, as defined below.

ARTICLE I
DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Declaration, the following terms shall have the following meanings, unless the context requires otherwise.

1.1.1 "Affiliate" shall mean any Person owned by, under common Control with, Controlling, or Controlled, directly or indirectly, by another Person.

1.1.2 "Alterations" shall mean any and all alterations, additions, modifications, renovations, substitutions, replacements, or other changes made to the Premises or any portion thereof, which are visible from the exterior of the Improvements comprising a part thereof or visible from any property adjacent to the Premises.

1.1.3 "Approve," "Approved," "Approval," or "Approves" shall mean an express prior written approval of Developer, which approval shall be in the sole discretion of Developer unless otherwise expressly provided for in this Declaration. "Approved Plans" shall mean Plans Approved by Developer pursuant to Article 4 of this Declaration, which shall be evidenced by being dated and initialed as Approved by Developer and Owner.

1.1.4 "Building" shall mean and include, but not be limited to, both the main portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to, garages, outside platforms and decks, carports, canopies, dumpster storage areas, pools and pool decks, and porches.

1.1.5 "Building Site" shall mean any parcel of land, including any airspace and/or subsurface rights, or any parcel consisting solely of an airspace estate, that is part of Verdae and that is designated as a "Building Site" by Developer pursuant to a Building Site Declaration filed by Developer. Subject to Section 4.3 of the Master Declaration, if the entirety of a Building Site should be submitted to the South Carolina Horizontal Property Act, or if any portion of a Building Site should be subdivided into lots intended for any other multi-owner regime, then the entirety of such property so submitted to the South Carolina Horizontal Property Act or so subdivided shall be deemed a single Building Site for purposes of this Declaration. Subject to Section 4.3 of the Master Declaration, if only a portion or part of a Building Site is submitted to the South Carolina Horizontal Property Act, each of (x) that portion of the Building Site submitted to the South Carolina Horizontal Property Act and (y) the remaining portion of the Building Site not so submitted to the South Carolina Horizontal Property Act shall be deemed a separate "Building Site" for purposes of this Declaration. Subject to Section 4.3 of the Master Declaration, if a Building Site is split, divided or subdivided with the written Approval of Developer, the resulting portions shall be deemed separate "Building Sites" for purposes of this Declaration if and to the extent Developer so provides in its written Approval.

1.1.6 "Building Site Declaration(s)" shall mean and include each and all of those certain Declarations of Building Site Covenants, Conditions, and Restrictions for Verdae, including this Declaration, that shall be Approved by Developer and executed and recorded by

Developer at the time of the conveyance of a Building Site, and that shall govern and control the use, operation, and development of each Building Site.

1.1.7 "Business Day" shall mean any day other than Saturdays and Sundays or legal holidays designated by any or all of the United States of America, the State of South Carolina or the City of Greenville, South Carolina.

1.1.8. "Commercial Lot" shall mean any Building Site or portion thereof which is designated by Developer as a "Commercial Lot" pursuant to the terms and provisions of a Building Site Declaration, including, but not limited to, those Building Sites which shall be predominately utilized for and upon which the Zoning Conditions permit the development and operation of office, retail, hotel, general commercial, and all other types of non-residential uses.

1.1.9 "Commercial Unit" shall mean any single commercial condominium unit or other type of unit located on a Commercial Lot or located within a Building constructed on a Commercial Lot, which unit is devoted primarily to office, retail, entertainment, general commercial, or any other type of non-residential use. Any legally subdivided parcel of land located within a Commercial Lot upon which a unit of the type described in the preceding sentence could be constructed under applicable laws and regulations also shall be deemed to be a Commercial Unit.

1.1.10 "Control" shall mean the power to direct the management of a Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise. The terms "Controlling" and "Controlled" shall have meanings correlative to the definition contained in the preceding sentence.

1.1.11 "DCC" shall mean the Design Control Committee for Verdae created and established pursuant to Article 3 of the Master Declaration.

1.1.12 "Declaration" shall mean this Declaration of Building Site Covenants, Conditions, and Restrictions for Bella Grove -Verdae, Greenville, South Carolina, including the exhibits attached hereto, as amended and in effect from time to time.

1.1.13. "Developer" shall mean Verdae Development, Inc., a South Carolina corporation, and any other Person or Persons (the "Successor Developer") that succeed to the rights, duties, and obligations of Developer hereunder pursuant to a written document or instrument executed by an authorized representative of Developer and an authorized representative of Successor Developer, which is filed in the Office of the Register of Deeds for Greenville County, South Carolina and which sets forth and outlines the assignment by Developer of its rights and duties hereunder as "Developer" to the Successor Developer and the assumption by Successor Developer of the obligations of "Developer" hereunder. The term "Developer" as used in this Declaration shall be construed in all cases to include any Successor Developer.

1.1.14 "Effective Date" of this Declaration shall mean the date set forth on the first page of this Declaration.

1.1.15 "First Class Manner" shall mean a reference to levels and/or standards of quality with respect to the maintenance and operation of the Premises which are at least equivalent to the levels and/or standards of quality with respect to the maintenance and operation existing in and maintained at comparable first class facilities located within Verdae or within the Greenville, South Carolina, area.

1.1.16 "Foreclosure" shall mean, without limitation (i) the judicial foreclosure of a Mortgage; (ii) the exercise of a power of sale contained in any Mortgage; (iii) conveyance of the property encumbered by a Mortgage in lieu of foreclosure thereof; or (iv) any action commenced or taken by a lessor to regain possession or control of property leased to a lessee in a transaction commonly known as a "sale/leaseback."

1.1.17 "Governmental Authority" shall mean the United States of America, the State of South Carolina, Greenville County, the City of Greenville, South Carolina, or any agency, authority, court, department, commission, board, bureau or instrumentality of any of them.

1.1.18 "Governmental Permits" shall mean any and all federal, state, and local governmental licenses, permits, certificates, and approvals required for the development, construction, and/or operation of any and all portions of the Premises.

1.1.19 "Gross Development Area" shall mean the number of acres of real property designated as a Building Site by Developer pursuant to the terms of a Building Site Declaration.

1.1.20 "Improvement" or "Improvements" shall mean every structure and all appurtenances thereto of every kind and type and any other man-made or man-caused physical change upon, over, across, above or under Verdae or part thereof. "Improvements" shall include, but not be limited to, the following facilities and activities, whether of a permanent or temporary nature: any and all Buildings, out buildings, streets, roads, access roads, driveways, sidewalks, walkways, pedestrian malls, bike paths, ways or trails, running or jogging paths, traffic control devices and signs, parking lots and other parking areas, loading areas, signs, canopies, awnings, trellises, fences, lawns, landscaping (including, without limitation, landscaping of balconies, plazas and other portions of Buildings), plazas, patios, recreational facilities such as tennis courts and swimming pools, shelters, security and safety devices, bridges, construction trailers and other temporary construction outbuildings, screening walls, retaining walls, stairs, decks, benches and other exterior furniture, hedges, windbreaks, plantings, planted trees and shrubs, poles, exterior air conditioning, heating or air-handling equipment, water softener fixtures or equipment, aerials, antennas, lighting fixtures, drainage structures, communications equipment, including, without limitation, microwave dishes and relay equipment coaxial and fiber optic cables, satellite transmitting and/or receiving ground stations, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities, and the color, texture, or material or other change to any Improvement. Improvements shall include the Required

Improvements. Improvements shall not include alterations or modifications that are not included within the definition of the term "Alterations".

1.1.21 "Master Declaration" shall mean that certain Amended and Restated Master Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Verdae, Greenville, South Carolina, executed November 13, 2007 and recorded November 29, 2007 in Deed Book 2302 at Page 642 in the Office of the Register of Deeds for Greenville County, South Carolina, by Developer with respect to Verdae, as the same may be amended from time to time.

1.1.22 "Mortgage" shall mean a mortgage or other similar security instrument now or hereafter duly recorded in the Office of the Register of Deeds for Greenville County, South Carolina, conveying a lien upon or security title to the Property, any part thereof or any interest or estate therein, or any Improvements thereon, or any lease of the Property, any part thereof or any interest or estate therein, or any Improvements thereon, in a transaction commonly known as a "sale/ leaseback."

1.1.23 "Mortgagee" shall mean the holder of a Mortgage.

1.1.24 "Mortgagor" shall mean the grantor of a Mortgage.

1.1.25 "Occupant" shall mean (i) any Person leasing, possessing or using any of the real property subject to this Declaration; (ii) any Person owning a Residential Unit; or (iii) any Person owning a Commercial Unit.

1.1.26 "Owner" shall mean Developer or any Person or Persons who own or hold an aggregate fee simple interest in the entirety of the Premises as shown by and in the Office of the Register of Deeds for Greenville County, South Carolina, subject to the following special rules:

1.1.26.1 Any Person having an interest in any portion of the Premises solely as security under a Mortgage shall not be deemed an Owner, unless such Person shall have excluded the Mortgagor from possession thereof by appropriate legal proceedings following a default under such Mortgage or has acquired fee simple title to any portion of the Premises by Foreclosure;

1.1.26.2 Individual tenants or lessees of any portion of the Premises shall not be deemed an Owner thereof, unless otherwise agreed by the simple or remainder title holder thereof and Approved in writing by the Verdae Owners Association;

1.1.26.3 Any Person holding or owning any easements, rights-of-way or licenses that pertain to or affect any portion of the Premises shall not be deemed an Owner solely by reason thereof;

1.1.26.4 With respect to a Building Site created as a result of the submission of such Building Site to the South Carolina Horizontal Property Act or a Building Site otherwise subject to the South Carolina Horizontal Property Act or any

other multi-owner regime, then for purposes of this Declaration, the condominium association of those Persons owning the Residential Units and/or Commercial Units that are a part of the condominium created pursuant to the South Carolina Horizontal Property Act or community association of those Persons owning the Residential Lots that are a part of the residential development shall be deemed the Owner of the Building Site for purposes of this Declaration, including without limitation membership in the Verdae Owners Association and the obligation to pay Assessments in accordance with this Declaration; and

1.1.26.5 Except as otherwise provided in the preceding subsection 4 of this definition, in the event an Owner of any Building Site consists of more than one Person, such Persons shall, within thirty (30) days after the date of their acquisition of any Building Site, execute and deliver to the Verdae Owners Association a written instrument, including a power of attorney appointing and authorizing one Person as their agent to receive all notices and demands to be given pursuant to this Declaration and to cast all votes and to take any and all actions required or permitted to be taken by them under this Declaration. Such owning Persons may change their designated agent by written notice to the Verdae Owners Association, but such change shall be effective only after actual receipt of such notice by the Verdae Owners Association.

1.1.27 "Permitted Use" shall mean a single-family residential subdivision containing ninety-six (96) lots.

1.1.28 "Person" shall mean any corporation, partnership, co-tenancy, joint venture, individual, business trust, real estate investment trust, trust, banking association, federal or state savings and loan institution, or any other legal entity, whether or not a party hereto.

1.1.29 "Plans" shall mean and include those certain plans, specifications, schedules, plats, and other similar items for and related to the design and construction of the Required Improvements, any Alterations, and/or any additional Improvements that Owner must submit to Developer for its review and Approval in accordance with the terms and provisions of this Declaration including, but not limited to, design development plans, infrastructure plans, architectural plans, and landscaping plans, all as more particularly described on the attached Exhibit B.

1.1.30 "Premises" shall mean the Property, together with all easements, hereditaments, and other rights and privileges appurtenant thereto, and all Improvements from time to time located, constructed, installed, or placed thereon or attached or affixed thereto. Subject to Section 4.3 of the Master Declaration and the terms and provisions of this Declaration, if the Premises should be submitted to the South Carolina Horizontal Property Act, then the entirety of such property so submitted to the South Carolina Horizontal Property Act shall be individually deemed the "Premises" for purposes of this Declaration.

1.1.31 "Prohibited Uses" shall include all uses which are not defined as a Permitted Use hereunder and shall include, without limitation, those set forth and outlined in

Section 4.4.3 of the Master Declaration. Further, no use may employ a name prohibited under Section 3.5 of this Declaration.

1.1.32 "Project" shall mean Verdae, as defined below.

1.1.33 "Property" shall mean that certain parcel of land located in the City of Greenville, South Carolina, and being more particularly described on Exhibit A attached hereto. Additional land may be added to the Property as provided in Article 15.

1.1.34 "Required Design Elements" shall mean those design elements described on the attached Exhibit C to be included in the Required Improvements.

1.1.35 "Required Improvements" shall mean the office building(s) to be developed and constructed on the Property for the Permitted Use, together with any other Improvements shown on the Approved Plans.

1.1.36 "Requirement of a Governmental Authority" shall mean and include any law, ordinance, order, requirement, rule, writ or regulation of a Governmental Authority, including, without limitation, the Zoning Conditions.

1.1.37 "Residential Lot" shall mean any Building Site in, on, or upon which the Zoning Conditions and Developer permit the development and construction of a residential project and which is designated by Developer as a "Residential Lot" pursuant to the terms and provisions of a Building Site Declaration with the predominant use of such Residential Lot being the development, construction, operation, and/or leasing of Residential Units.

1.1.38 "Residential Unit" shall mean any single apartment, residential condominium unit, townhouse, house, or other similar structure located on a Residential Lot at Verdae. Any legally subdivided parcel of land located within a Residential Lot upon which any dwelling of the type described in the preceding sentence could be constructed under applicable laws and regulations also shall be deemed to be a Residential Unit.

1.1.39 "South Carolina Horizontal Property Act" shall mean S. C. Code Ann. §27-31-10, et. seq., as the same may be amended from time to time.

1.1.40 "Verdae" shall mean that certain real property that is defined in Section 1.1 of the Master Declaration and is subject to the Master Declaration, including but not limited to the Premises, and including any real property made subject to the Master Declaration pursuant to Article 7 thereof.

1.1.41 "Verdae Owners Association" shall mean the owners association organized, empowered, and governed by and pursuant to the Master Declaration.

1.1.42 "Work" shall mean the performance of any construction activities on the Premises, including land clearing, excavation, and actual physical construction of Improvements.

1.1.43 "Zoning Conditions" shall mean the zoning ordinances and land use regulations and conditions presently or hereafter applicable to Verdae, and all modifications, amendments, variances, special uses or special exceptions thereto hereafter made or granted by a Governmental Authority, whether or not incorporated in a development agreement or similar document.

1.2 Other Terms. All capitalized terms not specifically defined in this Article shall have the meanings ascribed to such terms elsewhere in this Declaration or in the Master Declaration.

ARTICLE 2
DURATION, MODIFICATION AND TERMINATION

2.1 Duration. The provisions of this Declaration shall run with and bind title to the Property and shall be binding upon and inure to the benefit of Developer, the Owner, any Occupant, any Mortgagees, and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect perpetually, to the extent permitted by South Carolina law, unless Developer and Owner otherwise earlier terminate the provisions of this Declaration, in whole or in part, by filing for record in the Office of the Register of Deeds for Greenville County, South Carolina, a notice of termination with respect to the applicable provision or provisions. In the event that South Carolina law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the Property for a period of fifty (50) years from the Effective Date, after which time such provision shall be automatically extended, if permitted by South Carolina law, for successive periods of twenty (20) years, unless Developer and Owner terminate such provisions in whole or in part by filing for record in the Office of the Register of Deeds for Greenville County, South Carolina, a notice of termination signed by both Developer and Owner with respect to such provision.

2.2 Amendment.

2.2.1 Subject to Section 2.2.2 hereof and any Requirement of a Governmental Authority, this Declaration may only be amended or modified by a written instrument executed by Developer and Owner which is recorded in the Office of the Register of Deeds for Greenville County, South Carolina.

2.2.2 The Owner agrees that this Declaration may be amended solely by Developer by an instrument in writing executed by Developer and placed of record in the Office of the Register of Deeds for Greenville County, South Carolina, if Developer, in its sole discretion, determines such amendment is consistent with the purpose of this Declaration and necessary or advisable to carry out such purpose. Notwithstanding the foregoing, however, no amendment shall be created, declared, and/or established if such amendment shall have the effect of (i) materially and adversely affecting the value and marketability of the Premises; (ii) materially and adversely affecting the means of ingress and egress to and from the Premises; (iii) materially increasing the costs associated with the construction, development and/or the operation of the Improvements on the Premises, which construction and development of said

Improvements have been previously Approved by Developer pursuant to the terms and provisions of this Declaration; (iv) materially altering or changing the design and/or layout plans for the Improvements proposed to be constructed and developed on the Premises as such plans have been previously Approved by Developer pursuant to the terms and provisions of this Declaration; or (v) materially and adversely delaying the ability of the Owner to develop the Premises in accordance with plans that have been previously Approved by Developer pursuant to the terms and provisions of this Declaration.

2.2.3 Notwithstanding anything to the contrary contained in this Declaration, any amendment to this Declaration which would change, alter, modify or rescind any right, title, interest, or privilege herein expressly granted to a Mortgagee shall require the prior written approval of such Mortgagee.

2.2.4 Amendments made pursuant to the provisions of this Section 2.2 shall inure to the benefit of and be binding upon Developer, the Owner, any Occupants, and their respective Mortgagees.

2.3 Binding Effect. Owner and any Occupants, by acceptance of a deed to any portion of the Premises, the execution of a lease with respect to any portion of the Premises, and/or otherwise being deemed an "Owner" for purposes of this Declaration, as the case may be, hereby and thereby agree to be bound by the conditions, covenants, restrictions, and reservations of this Declaration and agree that this Declaration may be amended, terminated, or extended, as provided above.

2.4 Rights of Third Persons. This Declaration shall be recorded for the benefit of Developer, the Owner, the Occupants, and their respective Mortgagees as herein provided, and by such recording, no adjoining property owner or other Person shall have any right, title, or interest whatsoever in the Premises, this Declaration, the operation or continuation of this Declaration, or the enforcement of any of the provisions hereof, and this Declaration may be amended, modified, or otherwise changed in accordance with its terms without the consent, permission, or approval of any adjoining owner or third Person.

ARTICLE 3
USE AND MARKETING

3.1 Permitted Use. Notwithstanding anything to the contrary contained in this Declaration, the Permitted Use is the only use which may be made of all or any portion of the Premises, unless this Declaration is amended as provided in Article 2 to change the Permitted Use. Further, neither the Premises nor any portion thereof shall be used for any of the Prohibited Uses.

3.2 Building Site and Lot Designation. Developer hereby designates the Property as a Residential Lot and as a Building Site containing 31.263 acres of Gross Development Area. Additional land may be added to the Building Site as provided in Article 15. As provided in Section 4.3 of the Master Declaration, the Building Site may not be divided or altered without

the written Approval of Developer, which Approval shall be reflected in an amendment of this Declaration under Section 2.2.1 hereof.

3.3 Signage. Developer may implement a signage program for various portions of Verdae to enhance the character and identity of Verdae, which program shall not be inconsistent with any signage program created and implemented by the DCC under the Master Declaration. Any sign or lettering affixed, displayed, printed, inscribed, or maintained by Owner on the Premises so as to be clearly visible from the outside of the boundaries of the Premises shall conform to Developer's signage program and shall be subject to Developer's Approval.

3.4 Community Associations. Subject to Section 4.3 of the Master Declaration and the terms and provisions of this Declaration, if all or any portion of the Premises should be submitted to the South Carolina Horizontal Property Act, then the Owner of the Premises shall establish and create, or cause to be established and created in accordance with applicable South Carolina law, a condominium association of those Persons owning the Residential Units and/or Commercial Units that are a part of such condominium, which association shall be deemed the Owner for purposes of this Declaration, including, without limitation, the obligation to pay Assessments in accordance with this Declaration and membership in the Verdae Owners Association. Subject to Section 4.3 of the Master Declaration, if all or any portion of the Premises should be subdivided into Residential Lots and/or Commercial Lots within a multi-owner development which is not created pursuant to the South Carolina Horizontal Property Act, then the Owner of the Premises shall establish and create, or cause to be established and created in accordance with applicable South Carolina law, an owners' association of those Persons owning the Residential Units and/or Commercial Units that are a part of such development, which association shall be deemed the Owner for purposes of this Declaration, including, without limitation, the obligation to pay Assessments in accordance with this Declaration and membership in the Verdae Owners Association.

3.5 Prohibited Names. The names "VERDAE®", "HOLLINGSWORTH®" and "JOHN D. HOLLINGSWORTH ON WHEELS®" (collectively, the "Marks") are federally registered trademarks, and each Owner and Occupant agrees not to use any name, trademark or service mark identical to, or likely to be confused with, the Marks, or to take or permit any action that would dilute the value or strength of the Marks. Without limiting the foregoing, no Owner or Occupant may use the Marks (or any name or mark confusingly similar to any of them) (i) in its trade name, business name, or entity name, or (ii) in any manner in connection with the use, development, sale, marketing or occupancy of the Property or any portion thereof, unless specifically authorized to do so by separate written agreement with Developer and the owner of the Mark or Marks in question.

ARTICLE 4
DESIGN AND CONSTRUCTION

4.1 Design Approval. No Improvements or Alterations shall be located, constructed, installed, reconstructed, or placed on or attached or affixed to the Property or any portion thereof unless and until Developer shall have Approved the Plans therefor; provided, however, if any Improvements or Alterations are damaged or destroyed by fire or other casualty and are proposed

to be reconstructed in strict conformance with the Plans which have previously been Approved by Developer, Developer's Approval of the Plans for such reconstruction shall be deemed to have been given for the purposes hereof. In furtherance and not in limitation of the foregoing, and subject to the provisions of Subsection 4.2.2 below, Developer shall have the right to Approve all aesthetic aspects of: (i) the exterior portions of the Premises, including, without limitation, the development of the Property and all portions thereof and the portions of the Improvements (including, without limitation, the landscaping, signage, layout, icons, and statuary) to be located, constructed, installed or placed thereon and/or attached or affixed thereto and (ii) any and all Alterations. All proposed Plans for any and all Improvements and Alterations shall also be in conformance in all material respects with the terms and provisions of this Declaration, the Master Declaration, and any requirements and rules promulgated by Developer pursuant to this Declaration, any requirements and rules adopted by the DCC pursuant to the Master Declaration, and any requirements and rules adopted by the Verdae Owners Association pursuant to the Master Declaration

Developer may Approve, disapprove, or Approve with conditions the aesthetic aspects of any proposed Plans. Developer shall review all such Plans and notify Owner of its Approval or disapproval of such Plans in accordance with Subsection 4.2.2 below. Developer's Approval rights shall include, without limitation, the right to disapprove or condition Approval of any proposed Plans, subject to any Requirement of a Governmental Authority, on purely subjective aesthetic grounds. Developer's review of proposed Plans may take into account, inter alia: (i) the type, kind, nature, design, style, shape, and scale of the proposed Improvements; (ii) the color, texture, quality, and quantity of materials to be used in the exterior construction of the proposed Improvements, both in their entirety and as to their individual component parts; (iii) the relationship of the proposed Improvements and the compatibility and harmony thereof with the overall theme, concept, atmosphere and quality of the Premises, including, without limitation, the topography and physical characteristics of the Property; and (iv) the relationship of the proposed Improvements and the compatibility and harmony thereof with the overall theme, concept, atmosphere, and quality expected for the development of Verdae. Subject to Article 11 hereof, Developer's review of proposed Plans shall take into account any Requirement of a Governmental Authority. The design and construction of the Required Improvements and any replacements thereof in the event of fire or other casualty or condemnation shall, unless otherwise Approved by Developer, include the Required Design Elements.

4.2 The Plans.

4.2.1 Content of Plans. The proposed Plans for the Required Improvements, any additional Improvements, and any Alterations shall contain such information and be in such format as Developer requires, including without limitation the items and materials set forth on Exhibit B, and shall be subject to Approval by Developer.

4.2.2 Review Process and Deadlines. Within twenty (20) Business Days subsequent to its receipt of any proposed Plans submitted for Developer's Approval, Developer shall provide to the Owner a written notice stating whether Developer has Approved, Approved with conditions, or disapproved the proposed Plans submitted and, if such proposed Plans are disapproved by Developer, the notice shall also contain Developer's reasons for disapproval,

questions, concerns, comments, and objections thereto, and any changes proposed by Developer in order to obtain Developer's Approval of such proposed Plans. If Developer fails to provide Owner with notice of its Approval or disapproval of any proposed Plans submitted by Owner to Developer pursuant to this subsection within twenty (20) Business Days after Developer's receipt of such Plans, said Plans shall be deemed to have been disapproved by Developer. If Developer Approves any proposed Plans, Developer and Owner shall date and initial the same to identify them as the Approved Plans.

4.2.3 Plan Submissions. The Plans shall be prepared, signed, and sealed by an architect, engineer, and/or landscape architect/engineer or other professional reasonably acceptable to the Developer and the DCC, as appropriate given the nature of the plans involved and the facilities required or proposed to be constructed and operated by Owner. For purposes of and as a condition precedent to the receipt of Developer's Approval of any proposed Plans, Owner shall submit to Developer such copies of the Plans as Developer may require, including without limitation mylar or sepia plans and digital or electronic copies, all in form and format Approved by Developer.

4.2.4 Ownership of Plans. Developer and the DCC shall be provided with a copy of all final construction plans filed with any Governmental Authority. Developer and the DCC shall also be furnished with a complete set of "as-built" drawings showing the exterior boundary locations of all Improvements relative to the boundaries of the Premises and all applicable set back lines upon the completion of the construction of all Improvements and/or Alterations. Owner shall be the owner of the Approved Plans for all Improvements and/or Alterations. Developer shall not have any responsibility for the adequacy of the Approved Plans or be subject to any liability to Owner or to any other Persons in the event such Approved Plans or the design represented thereby is deficient in any manner.

4.2.5 Governmental Authority Modifications. If any Governmental Authority requires that the Approved Plans be modified or amended in any respect, the modified Plans must be resubmitted to Developer for Approval in accordance with this Section.

4.3 Construction.

4.3.1 Prerequisites to Commencement of Construction. Prior to the commencement of any construction on, in, under, and/or at the Property, the following requirements shall have been satisfied:

4.3.1.1 Owner, at Owner's sole cost and expense, shall have obtained the Governmental Permits; and

4.3.1.2 Developer shall have Approved the Plans as provided for herein; and

4.3.1.3 The DCC shall have approved the Plans in accordance with the terms, conditions, and procedures outlined in the Master Declaration.

4.3.2 Improvements. Construction and completion of any and all Improvements and/or Alterations shall be performed and completed by Owner at its sole cost and expense in substantial conformance, in all material respects, with the Approved Plans therefor. Any changes or revisions to the Approved Plans shall be at Owner's sole cost and expense and shall be subject to Developer's Approval if such changes or revisions alter or modify aspects of the Approved Plans over which Developer had Approval rights. Developer's Approval hereunder of any plans and specifications (including the Plans) shall not be construed as Approval of the structural adequacy of the Improvements detailed therein or their conformity to the Zoning Conditions, the applicable building codes, or any other Requirement of a Governmental Authority. If any Improvements and/or Alterations or any portions of any of the foregoing fail in a material and substantial way to conform to the Approved Plans therefor and such nonconformity relates to an aspect of the Improvements that is subject to Developer's Approval rights, the same shall, if so required by Developer, in addition to, and not in limitation of the other rights and remedies of Developer under this Declaration, be remedied by Owner, at Owner's sole cost and expense.

4.3.3 Completion of Construction. Once construction of any Improvements on the Property commences, Owner shall diligently pursue said construction to completion in conformance, in all material respects, with the Approved Plans. The construction of such Improvements must be started no later than the date which is two (2) years after the date of Owner's acquisition of the Property and pursued diligently to completion. Failure to pursue the construction diligently to completion shall cause the Approval of the Approved Plans to be cancelled unless a delay of completion has been Approved by Developer. In the event Approval of the Approved Plans is so cancelled, Developer or the Verdae Owners Association may employ contractors at the expense of Owner to complete or remove any Work that has been performed, or may exercise any other remedy permitted under this Declaration or the Master Declaration, or may exercise any other remedy permitted at law or in equity.

4.4 Delegation of Approval Rights. The Developer further shall have the right at any time, in its sole discretion, to delegate to an Owner or to an owners' association of those Persons owning the Residential Lots, Residential Units, Commercial Lots and/or Commercial Units within a Building Site some or all of its rights and obligations to review and to Approve any Plans pursuant to this Declaration. Such delegation must be in writing, signed by Developer and an authorized representative of the owners' association accepting such responsibility and recorded in the Office of the Register of Deeds for Greenville County, South Carolina. Such delegation may be modified or revoked at any time by Developer, in its sole discretion, by recording a written instrument to that effect in the Office of the Register of Deeds for Greenville County, South Carolina.

ARTICLE 5
GENERAL CONSTRUCTION REQUIREMENTS

The requirements set forth in this Article shall apply to all construction activities performed on or to the Property or any portion thereof.

5.1 Construction Rules and Regulations. All Work shall be performed in a good and workmanlike manner and in accordance with the provisions of this Declaration, the Master Declaration, the Zoning Conditions, all other applicable Requirements of Governmental Authorities, and such reasonable construction rules and regulations as Developer may promulgate from time to time concerning, inter alia, the coordination and safety of any Work and the appearance of the Premises during construction activities. Developer shall not be liable to Owner or any Occupant for any violation of any such rules and/or regulations by any other owners of real property located within Verdae or any other Person other than Developer or its designated agents and employees. Owner, any Occupants, and all of Owner's or any of Occupant's contractors, subcontractors, laborers, and suppliers shall comply with the general rules for builders and trade contractors attached hereto as Exhibit D, which may be supplemented or revised at any time by Developer.

5.2 Coordination. Owner and any Occupant shall make a good faith effort to coordinate its construction activities with any other construction activities being simultaneously undertaken on other real property located within Verdae which is adjacent to the Property, so as not to materially interfere with such other construction activities. Further, Owner and any Occupant shall use good faith efforts to assure that the performance of any of its construction activities does not materially disrupt or interfere with business activities or traffic in the surrounding portions of Verdae.

5.3 Ingress and Egress Routes. In connection with the performance of any Work affecting the Property or any portion thereof, Owner shall use, and shall cause any Occupants and all of Owner's and any of Occupant's employees, agents, contractors, and subcontractors to use, such routes of ingress and egress as are designated by Developer. Owner shall use reasonable efforts to cause all means of ingress and egress to be kept clean of all construction materials and debris (including, without limitation, sand and nails) generated by Owner, any Occupants, and/or any of their employees, agents, contractors, and subcontractors during the performance of any Work on or affecting the Property.

5.4 Removal of Trash. All trash which may accumulate in connection with any Work or other activities on the Property or any portion thereof shall regularly be removed therefrom by or on behalf of the Owner.

5.5 Damage to the Property of Others. Any and all Work shall be conducted so as to prevent damage to any other portions of Verdae which lie outside the boundaries of the Premises. If any such damage is caused by the Work, Owner shall, at its sole cost and expense, promptly repair and/or replace, as appropriate, such damaged areas and/or Improvements.

5.6 Compliance with Laws Owner shall comply, and shall cause its Occupants, contractors, subcontractors, and laborers to comply with, the Zoning Conditions, and any other applicable Requirement of a Governmental Authority having jurisdiction over the Premises or any part or aspect thereof or any aspects of Owner's and any Occupant's operations thereon.

5.7 Stormwater. Sound surface water management practices shall be employed during the performance of any and all Work to prevent runoff sedimentation, including, without limitation, as appropriate, connection with any existing stormwater system.

ARTICLE 6
INSPECTIONS

Developer, or any other Persons designated by Developer, shall, for the purpose of determining and confirming compliance of the Premises and all portions thereof and the operation and maintenance thereof with the terms of this Declaration, be permitted from time to time to: (i) inspect, as often as Developer reasonably requires for such purpose, upon providing reasonable prior written notice to Owner, and at Developer's sole cost and expense, the Premises and all Improvements located thereon and all materials used in the construction of such Improvements; and (ii) examine the Approved Plans (along with all detailed plans and shop drawings kept at the construction site, if any) for any and all such Improvements. Owner shall, upon request of Developer, designate an appropriate individual as Owner's representative for purposes of discussing with Developer and its agents or designees the compliance of the Premises with this Declaration. Owner shall have the right to designate a substitute representative from time to time. Owner shall, prior to the commencement of the initial construction of any Improvements on the Premises and prior to any substitution of the designated representative, notify Developer in writing of the name, address, telephone number, and facsimile number of the representative. Notwithstanding the foregoing, neither Developer nor any other Persons designated by Developer shall enter any Residential Unit without at least twenty-four (24) hours prior written notification to Owner and to the Occupant of such Residential Unit, except in situations in which Developer, or any Persons designated by Developer, in its sole, but reasonable, discretion determines that an emergency exists.

In exercising its rights under this Article 6, Developer shall not unreasonably interfere with the construction activities on or the operation of the Premises or any portion thereof. Owner and any Occupants shall grant Developer and its designated representatives reasonable access to all portions of the Premises in order to permit Developer to exercise its rights under this Article 6.

ARTICLE 7
OPERATING AND MAINTENANCE STANDARDS

7.1 General Operating Principles. The Improvements constructed on and the services provided at the Premises shall at all times be of a high standard and in conformity and harmony with the overall concept, atmosphere, and quality associated with Verdae. Accordingly, the Premises and all portions thereof shall be owned and operated in a First Class Manner. The provisions of this Article shall not be deemed to impose any duty or obligation on Developer or any other Person in favor of Owner or any other Person, to review and determine whether Owner's operation of the Premises is or is not in conformance with the requirements of this Article 7.

7.2 Operating Standards, Improvements, Property, and Furnishings. The Required Improvements shall be maintained by Owner and any Occupants in accordance with the provisions of this Declaration and such other standards and requirements as are binding upon the Owner and any Occupants pursuant to the Master Declaration, the Zoning Conditions, and any other applicable Requirements of Governmental Authorities, including but not limited to, the Federal Fair Housing Act (42 U.S.C., 3601 et seq.) and enactments (statutory or regulatory) adopted by the Fair Housing Administration, and laws and/or regulations of general application (e.g., Rehabilitation Act of 1993, The Americans with Disabilities Act, etc.) (collectively, the "Operating Standards"). Owner and any Occupants shall satisfy and abide by the Operating Standards in all matters relating to the Required Improvements, any additional Improvements, and any Alterations. Developer shall have the right, without unreasonably interfering with the operation of the Premises, to inspect the Property and the exterior of the Required Improvements, any additional Improvements, and/or any Alterations or any portions of any of them, at Developer's sole cost and expense, during normal business hours, upon the giving of reasonable prior notice to Owner, and, in the case of a Residential Unit or Commercial Unit, to Occupant, in order to reasonably assure itself that Owner and any Occupants are observing the Operating Standards.

7.3 Quality Standards - Facility Operations. The Owner shall adopt standards for the operation of the Required Improvements for the Permitted Use, which, at a minimum, will ensure that the Premises are operated in a First Class Manner and in compliance with all requirements of Article 4 of the Master Declaration.

ARTICLE 8
REPAIRS

Owner and any Occupants, as the case may be, shall promptly perform, or cause to be performed, all maintenance, repair, and/or replacement of the Required Improvements, any additional Improvements, and/or any Alterations. Owner and any Occupants, as the case may be, shall, at the sole cost and expense of the Owner and any Occupants, as the case may be, put, keep, replace, maintain, and repair the Required Improvements, any additional Improvements, and/or any Alterations so that at all times such Improvements shall be maintained in a First Class Manner and in a good and safe condition. Owner and any Occupants, as the case may be, shall not cause or permit any waste or deterioration to the Required Improvements, any additional Improvements, and/or any Alterations. The obligations of Owner and any Occupants, as the case may be, hereunder shall include, without limitation, the obligation to reasonably maintain, repair, restore, renew, and replace the roofs and foundations of the Required Improvements, any additional Improvements, and/or Alterations and to make, on a schedule reasonably consistent with a First Class Manner of operation and maintenance, all needed restorations, renewals, repairs to, or replacements of the same, whether interior or exterior, whether structural or non-structural, whether foreseen or unforeseen, whether ordinary or extraordinary.

ARTICLE 9
LEGAL AND OTHER REQUIREMENTS

By taking title to the Property, Owner agrees that it shall, at Owner's sole cost and expense, promptly comply with, and cause its Occupants, contractors, subcontractors, laborers, employees, customers, and invitees to comply with this Declaration, the Zoning Conditions, and any other applicable Requirement of Governmental Authority with respect to the ownership, development, operation, and/or maintenance of the Property and the construction, operation, demolition, and/or alteration of any Improvements located thereon.

ARTICLE 10
ENFORCEMENT AND REMEDIES

10.1 General. If Owner or any Occupants, as applicable, shall violate or breach any of the provisions, covenants, conditions, restrictions, and/or obligations set forth in this Declaration, and such breach or violation is not cured within fifteen (15) Business Days after Owner or Occupant, as applicable, has received written notice from Developer of such breach or violation, Developer shall be entitled to: (i) institute and prosecute proceedings for the recovery of damages against Owner or Occupant, as applicable, for such violation or breach; (ii) institute and prosecute proceedings for the purpose of preventing or enjoining any or all such violation or breach or attempted violation or breach of the provisions, covenants, conditions, restrictions, and/or obligations set forth in this Declaration; (iii) bring a suit for specific performance of the same; (iv) discontinue any services provided by Developer or the Verdae Owners Association to the Owner or Occupant, as applicable, until the default is cured; and/or (v) exercise those rights and remedies set forth in Section 10.2 hereof; provided, however, if such violation or breach has not been cured within the aforementioned notice and cure period and Owner or Occupant, as applicable, is diligently prosecuting to completion the cure of such violation or breach, Developer shall not be entitled to exercise any of the remedies set forth in subsections (i) through (v) of this Section 10.1. Except as otherwise provided for in this Declaration, such remedies shall be cumulative of and in addition to any and all other remedies expressly provided for in this Declaration or the Master Declaration or which otherwise may now or hereafter be available at law or in equity, separately, concurrently, or in any combination. The failure of Developer to enforce any of the provisions, covenants, conditions, restrictions, and/or obligations set forth in this Declaration, however, shall in no event be deemed to be or constitute a waiver of the right to thereafter enforce the same as to any continuing or subsequent violation or breach or attempted violation or breach of the same provision, covenant, condition, restriction and/or obligation, whether occurring prior or subsequent thereto.

10.2 Right to Enter and Cure.

10.2.1 If the Owner or any Occupant, as applicable, violates or breaches any of the provisions, covenants, conditions, restrictions, and/or obligations contained herein, and the Owner or Occupant, as applicable, fails to cure the same within fifteen (15) Business Days after Owner or Occupant, as applicable, has received written notice from Developer of such breach or violation (or without notice if Developer, in its sole, but reasonable, discretion, determines that such violation or breach has resulted in an emergency situation, i.e., poses an immediate risk to

any Person or property), Developer shall have the right to enter upon the Premises and summarily abate and remove, at the sole cost and expense of the Owner or Occupant, as applicable, any structure, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to do anything that should have been done by the Owner or Occupant, as applicable, hereunder; provided, however, notwithstanding anything to the contrary contained in this Section 10.2.1, Developer shall not have the right under this Section 10.2.1 to enter upon the Premises and summarily abate or remove any structure or thing which is attached to, connected to, or a part of any Building on the Premises if such structure or thing has previously been Approved by Developer hereunder and by the DCC under the Master Declaration. Notwithstanding any other provision to the contrary contained in this Section 10.2.1, if a violation or breach is not cured within the notice and cure period set forth in this Section 10.2.1, Developer shall not be entitled to exercise the rights conferred upon it in this Section 10.2.1 so long as Owner or Occupant, as applicable, is diligently prosecuting to completion the cure of such breach or violation, unless Developer, in its sole, but reasonable, discretion, determines that such violation or breach has resulted in an emergency situation.

10.2.2 By purchasing the Property, any Residential Lot, Commercial Lot, Residential Unit or Commercial Unit, or otherwise being deemed an "Owner" for purposes of this Declaration, Owner and any Occupants bind themselves and their successors and assigns, to pay to Developer the actual cost to cure any violation hereunder, together with liquidated damages equal to ten percent (10%) of such cost, which damages are, when collected, to be utilized by Developer in defraying the cost of enforcing this provision.

10.3 Foreclosure By Mortgagee. If a Mortgagee or its Affiliate acquires title to the Premises by Foreclosure, such Owner shall not be in default for any pre-existing or on-going violation or breach of any of the provisions, covenants, conditions, restrictions, and/or obligations of this Declaration if such violation or breach is curable, and such Owner cures such violation or breach within thirty (30) Business Days following such Owner's acquisition of title to the Premises or, if such violation or breach is not curable within such time period, such Owner initiates steps to cure such violation or breach within thirty (30) Business Days and thereafter consistently and diligently completes curing such violation or breach.

10.4 Attorney's Fees. The Owner or any Occupant, as applicable, shall be obligated to pay the reasonable attorney's fees and related costs and expenses, including court costs, actually incurred by Developer related to the enforcement of the provisions, covenants, conditions, restrictions, and/or obligations of this Declaration, to the extent Developer is the prevailing party in a suit brought with respect to the same. To the extent the Owner or any Occupant, as applicable, is the prevailing party in any such suit, Developer shall be obligated to pay the reasonable attorney's fees and related costs and expenses, including court costs, actually incurred by the prevailing Owner or Occupant.

10.5 Verdae Owners Association. The Verdae Owners Association shall have the authority to enforce the obligations of Owners and Occupants under this Declaration, the Master Declaration, and any rules, regulations, operating manuals and other interpretations issued pursuant thereto. In furtherance of that authority, the Verdae Owners Association may exercise and shall be entitled to the benefit of any of the enforcement rights and remedies provided in this

Article 10 or elsewhere in this Declaration, and shall be subject to the same obligations as Developer with respect to the payment of attorney's fees and related costs and expenses under Section 10.4.

ARTICLE 11
NO LIABILITY

11.1 With Respect to Premises. Developer shall not be responsible or liable for any costs, expenses, fees, and/or charges associated with or incurred in connection with the planning, design, construction, use, operation, management, maintenance, repair, or Alteration of the Premises or any portion thereof by or on behalf of Owner or any Occupants.

11.2 Effect of Approval. Developer, Developer's Affiliates, and their respective representatives, officers, directors, managers, members, employees, or agents shall not be jointly or severally liable or accountable in damages or otherwise to Owner or any other Person whatsoever by reason or on account of any decision, Approval, or disapproval of or with respect to any plans, specifications, or other materials required to be submitted for review and Approval pursuant to the provisions of this Declaration, including, without limitation, the Approved Plans, for any mistake in judgment, negligence, misfeasance, or nonfeasance, related to or in connection with any such decision, Approval, or disapproval, or for any defect in the design or construction of any Building or other aspect of any of the Improvements constructed, erected, placed, or installed pursuant to or in accordance with any such plans, specifications or other materials Approved pursuant to this Declaration, unless due to the willful misconduct of Developer, Developer's Affiliates, or their respective representatives, officers, directors, managers, members, employees, or agents. In furtherance and not in limitation of the foregoing, Approval of any plans, specifications, or other materials, including, without limitation, any Approved Plans, by Developer or any of its Affiliates shall not be construed as Approval of the structural adequacy or fitness for the intended uses or purposes of the Improvements detailed therein or their conformity to any applicable Requirements of Governmental Authorities, the Governmental Permits, or the Zoning Conditions, and no Approval by Developer or any of Developer's Affiliates shall indicate that such plans, specifications, or other materials are in compliance therewith. It shall be solely Owner's obligation to verify such matters and to obtain the Governmental Permits at Owner's sole cost and expense. Neither Developer nor any of Developer's Affiliates nor their respective representatives, officers, directors, managers, members, employees, or agents shall have any liability or responsibility for the suitability and/or fitness for the intended use of the ultimate design of the Premises (or any portion thereof).

11.3 No Action Against Developer. Unless due to the willful misconduct of Developer, Developer's Affiliates, or their respective representatives, officers, directors, managers, members, employees, or agents, neither Owner nor any Occupant shall be entitled to bring, nor shall the Owner or any Occupant bring, any action, proceeding, or suit for damages or any other relief against Developer or any of Developer's Affiliates or any of their respective representatives, officers, directors, managers, members or employees, or agents of any of them, with respect to any action or inaction whatsoever authorized or permitted by this Declaration, including but not limited to any decision, Approval, or disapproval of any plans, specifications or

other materials required to be submitted for review and Approval pursuant to the provisions of this Declaration, including, without limitation, the Approved Plans.

ARTICLE 12
ESTOPPEL CERTIFICATES

Developer agrees that upon written request of the Owner from time to time, but no more than two (2) times per calendar year, Developer shall furnish to Owner, prospective purchasers, Mortgagees, or prospective Mortgagees of the Premises, or any portion thereof, within twenty (20) Business Days after a request therefor, an estoppel certificate in such form as shall be reasonably acceptable to Developer confirming whether Owner is in compliance with the provisions of this Declaration, and if not in compliance, identifying the provisions of this Declaration with which Owner is not in compliance.

ARTICLE 13
PERMITS

13.1 Permits and Approvals. Owner shall be responsible for seeking and obtaining all Governmental Permits. Owner shall be responsible for the payment of any application, impact, tap in, hook up, connection, and similar fees and charges applicable to and/or a prerequisite for the issuance of the Governmental Permits.

13.2 No Rezoning Request. The Owner shall not file, or permit to be filed, any application with any Governmental Authority requesting that the provisions of the current zoning laws and ordinances governing the Premises, including the Zoning Conditions, relating to the use and density of the Premises be changed, modified, or repealed in any respect whatsoever without the Approval of Developer.

13.3 Cooperation. Developer shall, if requested in writing and at no cost or expense to Developer, reasonably cooperate with and assist Owner in Owner's efforts to obtain the Governmental Permits.

ARTICLE 14
INDEMNITY

14.1 Indemnity Obligations of Owner. Owner agrees to pay, discharge, defend, indemnify, and hold Developer, Developer's Affiliates, the Verdae Owners Association, and the officers, directors, managers, members, agents, employees, representatives, successors and assigns of each of them (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") harmless from and against any and all demands, claims, suits, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges, court costs, and reasonable expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by any Indemnified Party in the event Owner fails to retain counsel to represent that Indemnified Party who is acceptable

to the Indemnified Party) which may be imposed on, incurred by, or asserted against any of the Indemnified Parties arising from or out of:

14.1.1 any failure by Owner to perform any of the agreements, terms, covenants, or conditions on Owner's part to be performed under this Declaration within appropriate notice and cure periods, if any;

14.1.2 any accident, injury, or damage which happens in or occurs on the Premises to any Persons on the Premises, unless suffered by employees of Developer or the Verdae Owners Association whose damages would otherwise be covered under applicable workers' compensation benefits;

14.1.3 any Work undertaken by Owner (or on behalf, at the direction, or with the consent of Owner) in, on, or about the Premises or Common Areas, or any part thereof, or in, on, or about any street, sidewalk, passageway or space adjacent thereto (including, without limitation, Owner's Work in connection with the construction of the Required Improvements, any additional Improvements, and any Alterations);

14.1.4 the use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof or of any street, sidewalk, passageway or space adjacent thereto by Owner (or on behalf, at the direction, or with the consent of such Owner);

14.1.5 any wrongful act or negligence committed by Owner (or its Affiliates, or their respective agents, employees or contractors) in connection with, arising out of, or relating to the ownership or operation of the Premises and any failure of Owner to comply with any applicable Requirement of a Governmental Authority relating to, arising from, or in connection with the use, non-use, possession, occupation, condition, maintenance, or management of the Premises or any part thereof, or any street, sidewalk, passageway, or space adjacent thereto to the extent not covered by insurance maintained by Developer; and

14.1.6 any other provision of this Declaration which provides that Owner shall indemnify and/or hold harmless any of the Indemnified Parties with respect to the matters contained in such provision.

14.2 Indemnity Obligations of Occupants. Subject to any applicable Requirement of a Governmental Authority, each Occupant agrees to pay, discharge, defend, indemnify, and hold the Indemnified Parties harmless from and against any and all demands, claims, suits, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges, court costs, and reasonable expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by any Indemnified Party in the event Occupant fails to retain counsel to represent that Indemnified Party who is acceptable to the Indemnified Party) which may be imposed on, incurred by, or asserted against any of the Indemnified Parties arising from or out of:

14.2.1 any failure by such Occupant to perform any of the agreements, terms, covenants, or conditions on such Occupant's part to be performed under this Declaration within appropriate notice and cure periods, if any;

14.2.2 any accident, injury, or damage which happens in or occurs on the Residential Unit or Commercial Unit of such Occupant to any Persons on the Premises, unless suffered by employees of Developer or the Verdae Owners Association whose damages would otherwise be covered under applicable workers' compensation benefits;

14.2.3 any Work undertaken by such Occupant (or on behalf, at the direction, or with the consent of such Occupant) in, on, or about such Occupant's Residential Unit, Commercial Unit, or any part thereof;

14.2.4 the use, non-use, possession, occupation, condition or operation of such Occupant's Residential Unit, Commercial Unit, or any part thereof;

14.2.5 any wrongful act or negligence committed by such Occupant (or its Affiliates, or their respective agents, employees or contractors) in connection with, arising out of, or relating to the ownership or operation of the Premises and any failure of Occupant to comply with any applicable Requirement of a Governmental Authority relating to, arising from, or in connection with the use, non-use, possession, occupation, condition, or maintenance of such Occupant's Residential Unit, Commercial Unit, or any part thereof; and

14.2.6 any other provision of this Declaration which provides that Occupant shall indemnify and/or hold harmless any of the Indemnified Parties with respect to the matters contained in such provision.

14.3 Indemnity Exclusions. The indemnity provisions herein provided shall not require any party to indemnify any Indemnified Party against any liabilities to the extent the same arise from the willful misconduct of the Indemnified Party or its guests or invitees.

ARTICLE 15
MISCELLANEOUS

15.1 Rights Cumulative. Except as is expressly provided for herein, all rights, remedies, powers, and privileges conferred by and under this Declaration shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred at law or in equity.

15.2 Governing Law. This Declaration concerns real property located in the State of South Carolina and shall be governed by and interpreted in accordance with the laws of the State of South Carolina. The venue for any action or suit brought against the Owner or any Occupant relating to this Declaration or the enforcement of any provisions hereof shall be Greenville County, South Carolina.

15.3 Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Declaration, or any portion thereof, shall not affect the remaining portions

of this Declaration, or any part hereof, and this Declaration shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the intent of Developer with respect to the covenant, agreement, condition or provision which has been deemed or determined to be invalid.

15.4 Waiver. No consent or waiver, express or implied, by any Person to or of any breach or default by the Owner or any Occupant in the performance by the Owner or any Occupant of its obligations under this Declaration shall be deemed or construed to be a consent or waiver to or of any other obligations of such Owner or any Occupant under this Declaration. Failure on the part of Developer or the Verdae Owners Association to complain of any act or failure to act by Owner or any Occupant or to declare the Owner or any Occupant in default, irrespective of how long such failure continues, shall not constitute a waiver by Developer or the Verdae Owners Association of its rights under this Declaration.

15.5 No Reverter. No covenant, condition, or restriction set forth in this Declaration is intended to be or shall be construed as a condition subsequent, a conditional limitation, or as creating a possibility of reverter.

15.6 Terminology. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular.

15.7 Interpretations. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the purpose set forth in the preamble of this Declaration. No provision of this Declaration shall be construed against or interpreted to the disadvantage of Developer by any court or other Governmental Authority by reason of Developer having or being deemed to have structured or dictated such provision.

15.8 Captions. Titles and captions of Articles, Sections, and Subsections of this Declaration are for convenience only, and they are not to be construed to limit, amplify, modify or extend in any way the provisions of this Declaration or of the particular Article, Section, or Subsection to which they refer. All references in this Declaration to Articles, Sections, or Subsections shall refer to the corresponding Article, Section, or Subsection of this Declaration unless specific reference is made to the articles, sections or subdivisions of another document or instrument.

15.9 Rule Against Perpetuities. It is the understanding, intent, and desire of Developer that the provisions of this Declaration are not and shall not violate the Uniform Statutory Rule Against Perpetuities or any other rule of law with respect to remoteness of vesting of property interests, and Developer hereby covenants not to make any contrary assertion, contention, claim or counterclaim, or seek the benefit of the Uniform Statutory Rule Against Perpetuities or other such rule of law, in any action, suit or other legal proceeding involving this Declaration. In the event, however, that the Uniform Statutory Rule Against Perpetuities, or any rule of law with respect to remoteness of vesting of property interests, shall limit the time within which any property interest granted herein must vest, then such vesting shall occur only within the period of

time permitted for such vesting by the Uniform Statutory Rule Against Perpetuities or such other rule of law, which period of time shall be measured as that period commencing on the Effective Date and terminating on the date which is the later of ninety (90) years from the Effective Date or twenty-one (21) years from and after the date of the death of the last survivor of the now living descendants of (i) Barack H. Obama, II, President of the United States; and (ii) Her Majesty Queen Elizabeth II, Queen of the United Kingdom of Great Britain and Northern Ireland. In the event that the future vesting of such property rights ever shall be so limited in time, Developer hereby states its further intent and desire to amend or supplement this Declaration, if and to the extent permitted by law, at some future time to cause such future property rights to be valid, enforceable and exercisable throughout the terms of this Declaration.

15.10 Exhibits. All exhibits referred to herein and attached hereto are deemed incorporated herein by reference with the same force and effect as if each exhibit were set forth in the body of this Declaration in its entirety.

15.11 Successors and Assigns. This Declaration is and shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors, assigns, heirs, administrators, executors, and legal representatives.

15.12 Notice. Any and all notices, elections or demands permitted or required to be made under this Declaration shall be in writing, signed by the party giving such notice, election or demand, and shall be delivered by hand delivery (in which case a written, signed receipt shall be obtained), by overnight delivery service providing proof of delivery (such as Airborne, Federal Express, UPS or similar service) for next day delivery, delivery charges prepaid, or by certified mail, return receipt requested, to the other party at the address set forth below, or at such other address within the continental United States of America as such party may designate in writing in accordance with the provisions hereof.

Notices to Developer shall be addressed to:

Verdae Development, Inc.
340 Rocky Slope Road, Suite 300
Greenville, SC 29607
Attn.: Rick Sumerel

Notices to the Owner shall be addressed to:

Verdae Development, Inc.
340 Rocky Slope Road, Suite 300
Greenville, SC 29607
Attn.: Rick Sumerel

15.13 No Partnership. Nothing in this Declaration shall be deemed to constitute the creation of a joint venture or partnership relationship between Developer and Owner, nor shall any provision of this Declaration be deemed to impose any duty or liability on Developer or Owner with respect to third parties. If any Person or entity asserts any claim against Developer or Owner contending that, by virtue of any provision of this Declaration, Developer and Owner are partners or joint venturers, Developer or Owner may, at its sole option, without such action being deemed to constitute any admission as to the validity of such assertion, unilaterally waive and delete the provision of this Declaration alleged to create such relationship, unless the waiver or deletion would materially adversely affect Owner's or Developer's rights or obligations under this Declaration. Developer acknowledges and agrees that Owner is not a joint venturer or partner of Developer in Developer's development of, construction upon, or sale of the balance of Verdae and that Owner shall have no liability arising out of or resulting from Developer's ownership and development of, construction upon, or sale of the balance of Verdae, except for a breach of this Declaration by Owner. Owner acknowledges and agrees that Developer is not a joint venturer or partner of Owner in Owner's development of, construction upon, or resale of the Premises and that Developer shall have no liability arising out of or resulting from Owner's ownership and development of, construction upon, or resale of the Premises, except for a breach of this Declaration by Developer.

15.14 Force Majeure. Neither Developer nor Owner shall be deemed to be in default in the performance of any obligation created under or pursuant to this Declaration, other than an obligation requiring the payment of a sum of money, if and so long as non-performance of such obligation shall be caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, acts of terrorism, strikes, material adverse weather conditions, inability to obtain labor or materials, war or national defense preemptions, acts of God, delays in obtaining applicable approvals pursuant to any Requirement of a Governmental Authority (so long as such approvals are being diligently pursued), energy shortages or similar causes beyond the reasonable control of Developer or Owner ("Unavoidable Delays") and the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. Developer or Owner, as the case may be, unable to perform (the "Non-Performing Party'") shall notify the other party in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. The Non-Performing Party shall, from time to time upon written request of the other party, keep the other party fully informed, in writing, of all further developments concerning any such Unavoidable Delay.

15.15 Right to Transfer Developer's Interests. Any or all of Developer's rights and obligations set forth in this Declaration may be transferred or assigned in whole or in part to other Persons, including, but not limited to, the DCC; provided, however, such transfer or assignment shall not release Developer from liability for any of Developer's obligations accruing hereunder prior to the date of such transfer, and shall not reduce an obligation or enlarge a right beyond that which Developer has under this Declaration. No such transfer or assignment shall be effective unless it is evidenced by a written instrument signed by Developer and the Person to whom such assignment is made and filed in the Office of the Register of Deeds for Greenville County, South Carolina.

15.16 Conflicts with Master Declaration. In the event of any inconsistencies between the terms and provisions of this Declaration and the Master Declaration, the provisions of this Declaration shall control if and to the extent that this Declaration imposes more restrictive or additional requirements or limitations over those contained in the Master Declaration. In the event that the provisions of the Master Declaration are more restrictive, the provisions of the Master Declaration shall control. In the absence of a direct inconsistency between the terms and provisions of this Declaration and the Master Declaration, the provisions of both documents shall apply. Nothing in this Section shall be construed to limit any provision of this Declaration that expressly modifies a provision of the Master Declaration or exercises a right of Approval contemplated by the Master Declaration, and in such case, the provision of this Declaration shall control.

15.17 Time of Essence. Time is of the essence with respect to this Declaration and every provision contained herein.

15.18 Right of Repurchase. In the event Owner shall have failed to commence construction of Improvements on its Lot pursuant to Approved Plans by the date which is two (2) years after the date of Owner's acquisition of the Property and thereafter diligently proceeded to complete the same, the Developer shall have the continuing right to repurchase the Property and the Owner shall convey the Property to Developer, upon Developer's written demand, for the same price for which the Developer originally conveyed the Property. Such conveyance shall be accomplished by Owner's limited warranty deed, with all transfer recording fees paid by Owner, free and clear of monetary liens and encumbrances and all other liens or encumbrances other than those existing as of Owner's acquisition of the Property, not later than thirty (30) days following Developer's demand for such conveyance upon payment by Developer of the price set forth above.

15.19 Right of First Refusal. In addition to the repurchase right in the preceding Section, Developer shall have a continuing right of first refusal for forty-eight (48) months following the date of Owner's acquisition of the Property to purchase the Property upon the same terms and conditions as set forth in a Qualified Offer (as defined below) that the Owner shall desire to accept (the "Right of First Refusal to Purchase"). Owner shall promptly give written notice to Developer in reasonable detail of all of the terms and conditions of such Qualified Offer after receipt but prior to accepting such Qualified Offer ("ROFR Notice"), and Owner shall not proceed with the sale of the Property ("Disposition") until and unless Developer has failed or refused to accept such Right of First Refusal to Purchase, as set forth herein. Developer shall have ten (10) business days next following its receipt of the ROFR Notice in which to exercise the Right of First Refusal to Purchase, and the exercise of the Right of First Refusal to Purchase by Developer shall be effected by written notice to that effect sent to Owner by Developer.

In the event Developer exercises its Right of First Refusal to Purchase, the transaction shall be consummated pursuant to the terms and conditions of the Qualified Offer described in the ROFR Notice, subject to the provisions of this Section. In the event Developer rejects such Right of First Refusal to Purchase, Owner may consummate the disposition with the party who made the Qualified Offer or n any person, firm or entity who would have been qualified to make a Qualified Offer; but any decrease in price of more than three percent (3%) of the price set forth in the

Qualified Offer or any material change in the terms of payment for such Disposition as reflected in the ROFR Notice shall constitute a new transaction requiring a new Right of First Refusal to Purchase be given to Developer. For purposes of the foregoing, any extension of the Closing Date or the time for payment provided in the Qualified Offer of one hundred twenty (120) days or less shall not be deemed a material change. In the event Owner shall not consummate the Disposition, any subsequent Disposition shall constitute a new transaction requiring a new Right of First Refusal to Purchase be given to Developer.

For purposes of this Section, "Qualified Offer" shall mean only a bona-fide offer for the purchase of the Property, or any portion thereof other than a Residential Unit or Commercial Unit permitted under this Declaration, by one or more persons or entities that are entirely unaffiliated with Owner or any parent, subsidiary or affiliate of Owner.

15.20 Consent to Development Agreement. The Property is a portion of a larger tract of land which Developer and related entities plan to offer for sale or lease and development over an extended period of time in accordance with an overall master development plan, with which the Permitted Use of the Property is consistent. Developer has entered into a Memorandum of Understanding (the "MOU") with the City of Greenville which obligates Developer to continue the development of Verdae in a manner consistent with the aforementioned master plan and which will provide various benefits to Developer, Verdae and the Property with respect to zoning, land development regulation and construction of infrastructure. Each Owner of any Property subject to this Declaration acknowledges, on behalf of itself and its successors, assigns and mortgagees, by acceptance of a deed therefore, its understanding that the Property is included within the legal description of real property subject to the MOU and that the Developer may enter into further agreements with respect to the Property, either in the form of amendments to the MOU or otherwise, provided that no such agreements shall be materially inconsistent with the terms of this Declaration and shall not materially and adversely affect the Property in any manner set forth in Section 2.2.2 of this Declaration. Owner, by accepting a deed to the Property, agrees on behalf of itself and its successors, assigns and mortgagees, to execute a document in recordable form subjecting the Property to the MOU if hereafter requested to do so by Developer or by any Governmental Authority.

15.21 Addition of Property to Building Site. Developer may, at any time during the term of this Declaration, add to the Building Site any real property in Verdae that is contiguous to the Building Site (whether or not such properties are separated by any street, roadway, railroad, right-of-way, easement, City Property, or Common Area) and such property shall be included within the meaning and definition of the terms "Property" and "Building Site" as used herein. Developer shall file in the Office of the Register of Deeds for Greenville County, South Carolina, a Supplemental Declaration executed by Developer and Owner that such additional real property is made subject to this Declaration and that such property shall be included within the meaning and definition of the terms "Property" and "Building Site" as used herein. The Supplemental Declaration may contain such complementary additions and modifications of the provisions contained in this Declaration as may be necessary or convenient in the judgment of Developer and Owner to reflect the different character, if any, of the added properties.

Upon such filing in the Office of the Register of Deeds for Greenville County, South Carolina, this Declaration shall run with the real property already subject hereto and with the additional real property as if this Declaration had always applied to all of the additional real property from the inception hereof and as if such additional real property had always been included within the meaning and definition of the terms "Property" and "Building Site" as used herein, and shall inure to the benefit of, and be binding upon, the Owners of all such property, Developer, and any others having an interest therein, as Occupants or otherwise, their respective heirs, successors, and assigns.

15.22 Adjustment of Building Site Assessment Ratio. Developer acknowledges that adjustments in the Assessment Ratio for the Building Site designated in this Declaration will be necessary as the development of Verdae progresses. Pursuant to the authority vested in Developer under Section 6.5.2.4 of the Master Declaration, Developer confirms that, for the purpose of determining the Assessment Ratio for this Building Site for each Fiscal Year, Developer will consider the Aggregate Assessment Allocation to be Developer's good-faith best estimate, based upon all then-available information, of the number of acres of Gross Development Area which will be included in all Building Sites in Verdae upon completion of the Project.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed and delivered the date first above written.

DEVELOPER:

WITNESSES:

Sandra M Bridwell

VERDAE DEVELOPMENT, INC. (SEAL)

By: _____
Pres. & COO

STATE OF SOUTH CAROLINA §
§ **ACKNOWLEDGMENT**
COUNTY OF GREENVILLE §

The foregoing Declaration was acknowledged before me this 2nd day of Nov, 2016 by Richard H. Sumerel of Verdae Development, Inc., on behalf of the company.

Sandra M Bridwell
Notary Public for South Carolina
SANDRA M. BRIDWELL
My Commission Expires: 2-13-25

LIST OF EXHIBITS

EXHIBIT A - Legal Description of the Property
EXHIBIT B - Plan Requirements
EXHIBIT C - Required Design Elements
EXHIBIT D - General Rules for Builders and Trade Contractors

EXHIBIT A

Legal Description of the Property

All those certain pieces, parcels or tracts of land located, lying and being in the County of Greenville, State of South Carolina, consisting of Lot 1 as shown on plat entitled "Woodruff Road Subdivision Plat for Verdae Development, Inc." dated June 17, 2016, prepared by Freeland & Associates, Inc. and being recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1242 at page 49, and having the metes and bounds set forth on said plats.

EXHIBIT B

Plan Requirements

For purposes of this Declaration, required materials to be submitted by Owner to Developer in conjunction with Developer's review of the Plans for the Required Improvements, any additional Improvements, and any Alterations are set forth below. All submissions shall include four (4) hard copies of all materials and the same materials in an electronic format Approved by Developer. Developer may designate one or more approved parties who must be used to prepare some or all of the plans required by this Exhibit, and the submitting party should inquire about any such requirements before having plans prepared.

Initial Submission of Schematic Design

Schematic design plans shall include a preliminary subdivision layout for the Property which identifies or illustrates setbacks and locations for Buildings and Improvements; floor plans and exterior elevations for proposed Buildings; and a description of types of building materials to be used in construction of Buildings and Improvements.

Final Plan Submittal

Following approval of schematic design, final Plans shall be submitted and shall include the following:

1. A detailed description of the proposed development that outlines the Property; the location, size (height and floor area) and function of the proposed Improvements; copies of the Governmental Permits and such other county, state and federal approvals as Owner is obligated to obtain within ten (10) Business Days of the date the same are obtained.

2. Final plans (north arrow and appropriate scale) outlining and showing existing topography, proposed floor elevations, site boundaries, proposed Buildings, walls, signs, and other site Improvements.

3. Architectural drawings or renderings showing an overall unified design style.

4. Site cross-sections showing the relationship of the proposed construction with existing and proposed grade lines.

5. A final landscape plan (north arrow and appropriate scale) outlining and showing the location and identification of plant materials, site furniture, signs, special paving treatments, existing and proposed grading and drainage, landscape installation details, site graphics, and site lighting.

6. Final architectural plans and engineering drawings (north arrow and appropriate scale), details, calculations and specifications required for approvals and construction of

proposed Improvements indicating floor and roof plans, exterior Building materials, colors, and textures, exterior building lighting, and architectural sections and elevations.

7. A final site drainage plan (north arrow and appropriate scale) meeting all applicable governmental and permit requirements which outlines and shows the drainage, stormwater retention, stormwater disposition, and plan and profile of storm drains to the points of connection to Developer's storm water lines.

8. A final utilities/services plan and report outlining and indicating all utilities, including, without limitation, water supply requirements; wastewater flow requirements; natural gas and electrical requirements; telephone, cable and data requirements; a list of industrial discharges; irrigation installation design; and any other external connections to the Improvements, together with connections to Developer's pipes, conduits or lines.

9. The proposed Plans shall include schedules of and specifications for all materials comprising a portion of the Improvements and samples and color-boards of the materials to be used therein and thereon.

10. Any other materials Developer may reasonably require.

EXHIBIT C

Required Design Elements

1. The Property shall be used for a single-family residential subdivision containing eighty-one (81) lots.

2. All utility lines and, to the extent possible, all related equipment, shall be located underground.

3. Required Design Elements for architectural plans, construction materials, landscaping, and signage shall be specified by the Developer in connection with Developer's Approval of Plans pursuant to Article 4 of this Declaration.

EXHIBIT D

General Rules for Builders and Trade Contractors

1. Owner shall assume responsibility for Occupant, employee, and trade contractor compliance with the rules and regulations of Developer and all applicable local, county, state and national agencies.

2. Construction activities may take place from 8 a.m. to sun-down (not past 7 p.m. during daylight savings time at such times as any certificates of occupancy have been issued for other Improvements located within Verdae), Monday through Friday. Special permission may be granted, in advance, by Developer for morning, evening and Saturday or Sunday Work. This permission must be in writing. The extended work authorization must be present on the jobsite with the trade contractor to present to security, police, or Developer's personnel.

3. No drugs or alcohol shall be consumed anywhere on the Premises or within Verdae, nor will anyone be allowed on the Premises while under the influence of drugs or alcohol. This also includes prescription drugs which might impair coordination or judgment.

4. All radios shall be kept to a level such that normal conversations can be heard above the music on the site. No radios may be used before 9 a.m.

5. No foul, offensive, or excessively loud language shall be allowed.

6. Shirts and proper footwear shall be worn at all times.

7. Clothing with objectionable language or symbolism will not be permitted.

8. No pets are permitted.

9. Any physical contact (fighting) will result in the immediate termination of that trade contractor's right to conduct business at the Premises.

10. Employees and trade contractors shall obey all posted speed limits.

11. All vehicles must stay on designated roadways and alleys.

12. Trade contractors will strictly adhere to the parking regulations as revised from time to time. No vehicles may be left overnight.

13. There will be no washing or maintenance of vehicles at the Premises.

14. No trade contractor or vendor will be allowed to display any signage, either as yard signs or permanent signage, without the Approval of Developer; provided, however, each of the Owner and Owner's lender, general contractor, architect and property manager may erect and place on the Premises during the construction process one sign which accurately and appropriately identifies it, its business, and the Improvements to be constructed, owned, and operated on the Premises.

15. Only builders and trade contractors will be allowed on or in the vicinity of the jobsites. Friends and family may drop-off and pick-up but may not stay on the jobsite.

16. All jobsites will have either a closable dumpster or trash bin. All debris will be placed in the containers on a daily basis.

17. No jobsite shall be used to store materials in excess of those materials being used for the construction of the building being constructed by Owner on that particular jobsite and any jobsite contiguous thereto.

18. All concrete mixing and cleanouts will be limited to unimproved areas to be ultimately paved. Any concrete mixing or cleanouts in areas of future landscaping will require replacement of the soil and testing by third parties to ensure the health and viability of the soils. All costs relating to such shall be the responsibility of Owner.

19. Owner will be required in some situations to barricade and protect trees and natural areas.

20. Owner will protect, and replace to "as new" condition if damaged, all infrastructure during construction, including, without limitation, roads, curbs, roadway underdrains, sidewalks, bridges, walls, drainage inlets, transformers, light poles, signage, trees, etc.

21. Owner must notify all utility providers and arrange for utility line locator service prior to the commencement of construction. All repairs to utility lines will be the responsibility of the Owner. Owner must notify Developer within thirty (30) minutes of Owner being notified of any damage to any utility lines.

22. Owner will be required to indemnify and hold Developer harmless from any claims, costs or expenses that Developer may incur in the event Owner, or any contractor or subcontractor of Owner, violates any Requirement of a Governmental Authority.

23. The Premises shall have silt fences properly installed (trenched) within 6 inches of the curb of the road and kept in place until landscaping is completed.

24. Owner will be diligent in covering sewer line trenches and all other trenches after inspection and will keep the Property reasonably graded during construction.

25. Adjoining property, streets, roadways, and parking areas shall be kept clean of dirt, dust, and debris.