

**INITIAL BYLAWS
OF
SUNSET RIDGE II HOMEOWNERS' ASSOCIATION**

Article I – Directors

The Board of Directors shall have ultimate authority over the conduct and management of the business and affairs of the Corporation.

Article II – Officers

The Officers of the Corporation shall initially consist of a President, Secretary, and a Treasurer. One person may hold two or more offices. The Board of Directors may set forth the duties of the Officers. The President shall manage the business and affairs of the Corporation. The Secretary is delegated the responsibility of preparing minutes of meetings and authenticating records of the Corporation.

Article III – Members

The Board of Directors may establish the criteria and procedures for the admission of members.

Article IV – Indemnification

The Corporation shall indemnify, defend and hold harmless the Corporation's Officers and Directors to the fullest extent permitted by law.

Article V – Transactions

The Board of Directors may authorize any Officer or Officers to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation.

Article VI – Amendments

These Initial Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority vote of the Board of Directors.

The foregoing are certified to be the true and complete Initial Bylaws of the Corporation as adopted by the Sole Incorporator and as approved, adopted and affirmed by the Board of Directors as of April 6, 2007.

Wanda C. Montgomery, Secretary

- f. Exterior surfaces of **any** building shall be stucco, brick or stone. Vinyl and/or composite or wood siding may be used as trim, but not cover more than 10% of exterior surface.
- g. Exteriors of all houses and structures must be completed within one year after the commencement of construction
- h. Front loaded garages are not permitted.
- i. Each lot must have construction dumpster or receptacle to accommodate construction debris. Construction site to be routinely cleaned and maintained.
- j. Only one OUTBUILDING per tract is allowed. Any outbuildings (whether storage building or detached garage) shall be veneered with brick, stone, wood or stucco to match the house. Color of storage building or garage shall match the siding or trim of the main house. Placement of the storage building or detached garage must be behind the residence and screened from view from street and adjacent property owners by location or landscaping. Storage building or garages must use similar shingle to the main house. Garages or storage building shall not exceed 900 square feet in size. Plans for and location shall be approved in accordance with paragraph 4 below.

4. Approval of Plans. Construction shall not commence upon any lot unless and until the plans and specifications including (but not limited to) site location, elevation, building products, exterior color of the DWELLING and/or any OUTBUILDING to be built upon said lot shall have first been submitted to and approved by Pinewood of Lake Wylie, LLC or its successors and assigns. Pinewood of Lake Wylie, LLC, has the right to ask for specification not expressly mentioned above. Pinewood of Lake Wylie, LLC has the right to refuse plans for any reason it deems fit. Pinewood of Lake Wylie, LLC, its successors or assigns has the right at any time to declare the necessity for "Approval of Plans" to be null and void and of further force and effect.

5. Approval of Tree Removal Plans. Tree removal shall not commence upon any lot unless and until the plans for the tree removal have first been submitted to and approved by Pinewood of Lake Wylie, LLC or its successors and assigns. Once site approval has been obtained and clearing approved no live trees greater than four inches in diameter at a height of four feet from the ground can be removed without approval from Pinewood of Lake Wylie, LLC, or its successors and assigns. Pinewood of Lake Wylie, LC, its successors or assigns has the right at anytime to declare the necessity for "Approval of Tree Removal Plans" to be null and void and of no further force and effect.

6. No noxious or offensive trade or activity shall be carried on upon the property or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No substance, thing, or material shall be kept upon the property that will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of the surrounding property. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the property or in any residential dwelling or outbuilding except that dogs, cats, or other household pets may be kept or maintained provided they are not kept, bred or maintained for commercial purposes.

7. No buildings or site improvements shall be erected within fifty (50) feet of the official Duke Power Company project boundary for Lake Wylie, except access structures which connect the property improvements to waterfront or water access facilities for the subject property which have been properly constructed and permitted by Duke Power's Land Management officials. All shoreline improvements, stabilization or other activity within this fifty-foot setback shall comply with all Duke Power and York County requirements for such construction.

8. No property shall be allowed to have denuded areas which are not protected from offsite drainage of sediment by appropriate silt fencing (as specified by county standards), and no denuded areas shall be allowed to remain, in the absence of the ongoing construction of a dwelling, for a period of more than thirty days, without being stabilized by grassing, plantings, or other soil stabilization measures. All construction activities on any dwelling or accessory structure shall be completed within twelve months

from issuance of the building permit for same, and any unstabilized soil surrounding a construction site shall be stabilized within thirty days after completion of the associated structure.

9. PUBLIC SEWER SYSTEM; NO SEPTIC TANK. Declarant shall cause to be constructed a sanitary sewer system in order to provide sanitary sewer service necessary to serve the Subdivision (the "Sewer System") that utilizes a low pressure Individual Sewer Pump System design. All owners of any Lots must execute a Residential Commercial Sewer Service contract with York County that requires the installation of an Individual Sewer Pump System on each Lot, in compliance with the uniform design requirements of York County for such system and installed by the installation contractor approved by York County and specified by the Association. The contract shall also affirm each Lot Owner's individual obligation to have the Individual Sewer Pump System regularly inspected, maintained and repaired in the event of malfunction, and conveying to York County and its agents and contractors the right and license to enter onto the Lot for the purpose of inspecting, maintaining or repairing the components of the system. All pipes and other equipment necessary to the operation and maintenance of the Sewer System shall be located within the utility easements described in this Declaration, or within the Roadway rights-of-way. Upon its completion of the Sewer system and all mains, pipes and equipment and other personal property which is part thereof, Declarant or the association shall use reasonable good faith efforts to dedicate the Sewer System to York County or other government authority. All owners are required to connect into the Sewer System for domestic sewer service. The Sewer System shall be the sole provider of sanitary sewer service to the Subdivision, and no septic tank may be installed within any Lot for the purpose of providing domestic sewer service.

10. PUBLIC WATER SYSTEM; NO WELLS. Declarant shall cause to be constructed a water system in order to provide water supplies necessary to serve the Subdivision (the "Water System"). All water mains, pipes and other equipment necessary for the operation and maintenance of the Water System shall be located within the utility easements described in this Declaration, or within the Roadway rights-of-way. Upon its completion of the Water System and all mains, pipes and equipment and other personal property which is part thereof, Declarant or the Association shall use reasonable good faith efforts to dedicate the Water System to York County or other governmental authority. All Owners are required to connect into the Water system for domestic water service. The Water System shall be the sole provider of water supply to the Subdivision and no well may be dug or constructed on any Lot for the purpose of providing domestic water supply.

11. No temporary residences or buildings of a temporary nature shall be allowed to remain on any lot.

12. Satellite dishes must be 18" or less. No freestanding radio or television towers or antennas shall be allowed to remain on any lot.

13. Mail and Newspaper boxes. All Mail and Newspaper boxes shall be constructed or installed on any lot in accordance with the guidelines set by Pinewood of Lake Wylie, LLC, or its assigns.

14. No FENCES or WALLS may be erected nearer the front lot line of a lot than the front face of the dwelling. Fences or walls constructed on the property shall not be greater than six (6) feet in height. Fences or walls shall be constructed of wood, ornamental wrought iron or aluminum, brick or stone, provided solid wood fences are specifically prohibited. Chain link and vinyl fencing are specifically prohibited. Prior to commencement of installation of any fencing, Owner shall submit type and place to declaring in accordance with paragraph 4 above.

15. Any swimming pool shall be located behind the rear wall of the residential dwelling and must be screened from view of adjoining property owners by means of landscaping or attractive screening material.

16. No trucks larger than three-quarters ton (3/4), no tractor trailer rigs (as a unit or individual components thereof), and no buses shall be parked or stored on any tract or street except in the normal course of making deliveries or providing services to the tract. Any recreational vehicle unit, boat, trailer, or camper trailer must be parked so as to be screened from the adjoining property.

17. No lot shall be subdivided by sale or otherwise as to reduce the lot area shown on the map, except adjacent property owners may make a small adjustment to lot lines between themselves (not to exceed 10% of lot size).

18. Pinewood of Lake Wylie, LLC reserves the option to repurchase any unimproved lot (lot without a residence) during the first twelve months following the initial sale by Pinewood of Lake Wyle, LLC to a Purchaser. The option, exercisable within 30 days after written notice to Pinewood of Lake Wylie, LLC by Purchaser of intent to sell such unimproved lot (lot without a residence), shall be at the same purchase price as originally sold by Pinewood of Lake Wylie, LLC, to Purchaser.

19. In the event two or more lots are combined into one lot for the purpose of building one residence thereon, the resulting lot shall be considered one lot thereafter under these Restrictive Covenants.

20. Pinewood of Lake Wylie, LLC hereby reserves unto itself and any successors in title, a ten-foot easement extending into the subject lot from all side property lines for utility, drainage or any other improvements which may be required by public or private authorities. Further, a fifteen (15) foot easement for the same purposes shall be retained along any right of way upon which the property has a boundary.

21. No owner of said property shall have any claim or cause of action against Pinewood of Lake Wylie, LLC, its affiliates or its licensees arising out of the exercise or non-exercise of any easement or other right reserved hereunder or referred to herein except in cases of wanton or willful misconduct. No delay or failure on the part of Pinewood of Lake Wylie, LLC to invoke an available remedy in respect to a violation, of any provision contained herein or referred to herein shall be held to be a waiver by Pinewood of Lake Wylie, LLC of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.

22. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

23. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

24. SEVERABILITY. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed these Restrictive and Protective Covenants as of the 17 day of Sept, 2007.

Witnesses:

PINEWOOD OF LAKE WYLIE, LLC

Sue B. Love
Ann C. Hogue

By: [Signature]

By: [Signature]

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF YORK)

PERSONALLY appeared before me Sue B. Love, and made oath that he was present and saw the within named Ronald Montgomery and James H. Owen Jr. - members of Pinewood of Lake Wylie, LLC, sign, seal and as its act and deed, deliver the within written Restrictive and Protective Covenants; and that Ann C. Hogue he with Ann C. Hogue witnessed the execution thereof.

Sue B. Love

SWORN to and subscribed before

me this 14th day of September, 2007.

Ann C. Hogue (SEAL)

Notary Public for South Carolina

My Commission Expires: 1-11-2017

EXHIBIT "A"

TO RESTRICTIVE AND PROTECTIVE COVENANTS
RETREAT AT SUNSET RIDGE

All those certain pieces, parcels or lots of land located in Bethel Township, York County, South Carolina, and being shown and described as **Lots 47-104**, on Final Subdivision Plat of The Retreat at Sunset Ridge by CBS Surveying and Mapping, Inc., dated August, 2007, said plat being recorded in Plat Book D 253, Pages 3 and 4, Office of the Clerk of Court for York County, South Carolina and incorporated herein by reference.

Derivation: This is a portion of that property described in deed recorded in Record Book 7491, Page 40, Office of the Clerk of Court for York County, South Carolina.

State of South Carolina)
) DECLARATION OF COVENANTS AND PROVISIONS
County of York) OF THE SUNSET RIDGE II HOMEOWNERS' ASSOCIATION

WHEREAS, The undersigned is the owner and holder of the real property herein described and:

WHEREAS, said owner is desirous of having the property managed in the best manner possible as a single family restricted subdivision and is desirous of imposing upon said property hereinafter described Restrictive and Protective Covenants in order to maintain and preserve the Common Property established hereinafter and by supplements hereto.

DESCRIPTION

(See Attached)

200700373198
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON
09-17-2007 At 09:16 am.
RESTR COVEN 15.00
DR Vol 9435 Page 82 - 90

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT, that the undersigned for itself, its successors and assigns, for and in consideration of the premises and the mutual covenants does hereby restrict the above described tract of land in the manner hereinbelow set forth:

1. a. The property herein described is also made subject to the Declaration of Covenants and provisions of the Retreat at Sunset Ridge recorded in the Office of the Register of Deeds for York County in Book 9435, page 76, which said Declaration is incorporated herein by reference.

b. Additions to the Property. Pinewood of Lake Wylie, LLC, its successors and/or assigns, may cause Additional Property (including Common Areas) to be made subject to the terms and condition of this Declaration by filing one or more Supplemental Declarations in the Office of the Clerk of Court for York County, South Carolina, containing a description of the Additional Property and a statement by the declarant of its intent to extend the operation and effect of this Declaration to the Additional Property.

2. DEFINITIONS.

a. "Association" shall mean and refer to Sunset Ridge Homeowners' Association, Inc., a not for profit South Carolina corporation, its successors and assigns.

b. "Owner" shall mean and refer to any contract buyer and/or the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of any of the property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Declarant shall not be deemed an owner.

c. "Property" shall mean and refer to that certain property described above. The terms "Property", "Subdivision" and "Retreat at Sunset Ridge" are interchangeable.

d. "Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of the Property.

e. "Dwelling Unit" shall mean and refer to the completed single family home located upon a Lot.

f. "Declarant" shall mean the undersigned, Pinewood of Lake Wylie, a South Carolina limited liability company, and its successors and assigns if the rights and obligations of Pinewood of Lake Wylie, LLC hereunder are expressly assigned to and assumed by such successors and assigns. Any assignment of responsibilities, rights, and obligations will be duly recorded.

g. "Common property" shall mean all property owned by the Association for the common use and enjoyment of all or a designated class of members. Common Property includes without limitation all existing and future roads and rights-of-way and all greenways, retention ponds, median strips, cul-de-sac centers, planting areas and recreational areas and facilities (including, without limitation, such swimming pool, club house, pavilion and picnic facilities, open space, and walking trails, that are developed on the Common Property [it being understood that this enumeration is by way of description of the type of facilities that may be developed and in no way shall bind or obligate the Declarant to provide any of the described facilities) and all entry way, directional and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Declarant, the Owners, and any associate members in the Association, including without limitation such Common Property as may be shown on the recorded plats of the Property. As provided in the By Laws of the Association, the use of the common property may be made available to persons who are not Owners but who have become associate members in the Association upon such terms and conditions (including initiation and membership fees) as the Board of Directors of the Association may establish.

3. PROPERTY RIGHTS.

a. Ownership of Common Areas. Except as otherwise provided herein, Declarant shall convey to the Association the common Areas to be owned and maintained by the Association. The Declarant reserves the right to construct within the Common Areas (i) certain improvements within the Amenity Area (including, but not limited to, the Parking Area); (ii) the Entrance Monument to be located at the entrance to the Development, and (iii) the Roadways (including sidewalks, drainage facilities and other improvements), as reflected on the Map, for the use and enjoyment of the Owners who are entitled to the use of such Common Areas as provided in this Declaration. Notwithstanding the recordation of any Map or any other action by Declarant or the Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public (with the exception of the Roadways, which shall eventually be accepted for public dedication and maintenance by the York County Public Works Department or other governmental entity).

b. Owners' Rights to Use and Enjoy Common Areas. Each owner shall have the non-exclusive easement and right to use and enjoy the Common Areas, and such right shall be appurtenant to and conveyed with title to such Owner's Lot, subject to the following:

(1) the right of the Association to promulgate and enforce reasonable regulations governing the use of the Common Areas to insure the availability of the right to use the Common Areas to the Owners and the safety of the Owners on the Common Areas;

(2) the right of the Association to suspend the voting rights of an Owner in the Association and the right of the Association to suspend the right to use certain or all of the Common Areas by an Owner for any period during which any assessment against said Owners Lot remains unpaid,

and for a period not the exceed sixty (60) days for any infraction of its published rules and regulations;

(3) the right of the Declarant or the Association to grant or reserve utility, drainage and other easements across the Common Areas;

(4) the provisions of Article VIII of this Declaration.

c. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the common Areas and facilities located thereon to the members of his or her family, his or her guests, invitees, or her or her tenants.

4. MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

a. Membership

(1) Every owner of a Lot which is subject to this Declaration shall be a member of the Association. Membership is appurtenant to and may not be assigned. If and when Declarant develops additional phases in the Subdivision the owners of those Lots shall be members of the Association. The Declarant shall also be a member so long as it owns property within this Subdivision. The Declarant has the right to adopt bylaws to govern the Sunset Ridge II Homeowners Association.

b. Class Membership Voting

(1) The Association shall have two (2) classes of membership:

a. Class A: Class A members shall be all Lot Owners with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one (1) person owns an interest in a Lot all such persons shall be members but the vote for such Lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any Lot.

b. Class B: Class B members shall be entitled to vote ten (10) votes for each Lot owned. Class B membership shall consist of the Declarant, until the happening of either of the following events, whichever occurs earlier:

(2) The earlier of four months after seventy-five (75%) percent of all the Lots in the Subdivision are sold and conveyed by the Declarant to unrelated third parties or person or five years; or at such time as Declarant voluntarily relinquishes majority control of the Association by a duly recorded instrument.

(3) Upon the happening of the earlier of either of the two above-described events, Class B membership (described hereinafter) shall cease and terminate and shall be converted to Class A membership.

c. Board of Directors. There shall be five (5) members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The Directors shall have annual meetings and such other meetings as may be called at the request of the President of the Association or by any two (2) directors. So long as the Declarant, or its successors or assigns, is the Class B member, it shall select the Board, provided it must select two (2) of the members from the Lot Owners other than the Declarant.

d. Suspension of Voting Rights.

(1) The Association shall have the right to:

a. Suspend the voting rights (if any) of an Owner for any period during which assessment on his Lot remains unpaid and enforce collection of the same; and

b. Suspend the voting rights (if any) of each Owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to terms of

said contract are delinquent during which period of time the Declarant shall succeed to the voting rights of said contract buyer.

5. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

a. Creation of the Lien and Personal Obligation for Annual Supplemental Annual, Special and Special Individual Assessments. Each Owner, with the exception of Declarant, of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association Annual Assessments, Supplemental Annual Assessments, special Assessments and Special Individual Assessments, as hereinafter defined, established and collected as hereinafter provided. Any such assessment or charge, together with interests, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligations for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them, provided such assessments or charges, together with interest, costs and reasonable attorneys' fees, shall, as set forth above, be a continuing lien upon the Lot against which such assessments or charges are made. The Declarant shall not be required to pay any assessment, regular, special or supplemental, for any lots owned by Declarant.

b. Purpose of Annual Assessments. The assessments to be levied annually by the Association against each Lot ("Annual Assessments") shall be used as follows:

- (1) to repair, maintain, reconstruct (when necessary) and keep clean and free from debris the Common Areas and any improvements located thereon, including, but not limited to, the Amenity Area, Street Lights and Entrance Monuments and to maintain the landscaping thereon in accordance with the standards for private parks, including any necessary removal or replacement of landscaping;
- (2) to maintain and repair the Roadways to the standards of the maintenance (if one is ascertainable) which would be required by the York County Public Works Department or other governmental entity before it would accept such Roadway for maintenance;
- (3) to maintain, repair, and pay all costs associated with the pool and clubhouse;
- (4) to pay all costs associated with the lease of the Street Lights, including but not limited to, monthly lease payments and utility costs;
- (5) to pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association;
- (6) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws; and
- (7) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws.

c. Payment of Annual Assessment Due Dates. Assessments provided for herein shall commence as to each Lot on July 1, 2008. The Annual Assessment for the year beginning July 1, 2008, shall be Nine Hundred (\$900.00) Dollars per Lot, which amount shall be due and payable in full at closing. The Annual Assessment for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with Article 5, Section d, and shall be due and payable in payments to be determined by the Board of Directors. The Board of Directors shall fix the amount of the Annual Assessment as to each Lot for any year at least thirty (30) days prior to July 1 of such year, and the Association shall send written notice of the amount of the Annual Assessment, as well as the amount of the payment due, to each Owner on or before July 1 of such year. The failure of the Association to send, or of a Member to receive, such notice shall not relieve any Member of the obligation to pay Annual Assessments.

d. Maximum Annual Assessment. For years following the first year of Annual Assessments and thereafter the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members, may increase the Annual Assessment each year by a maximum amount of ten percent (10%). An increase of annual assessments by more than ten percent (10%) requires a majority vote of the Class A and Class B members.

e. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of (i) the construction of any Common Area improvements which are not originally constructed by Declarant; or (ii) the reconstruction, repair or replacement of the Common Areas, including, but not limited to, the Roadways (prior to acceptance for public maintenance), the Amenity Area or the Entrance Monument and all improvements located thereon, including fixtures and personal property related thereto. Provided, however, any such assessment must be approved by Declarant (so long as Declarant owns any part of the Property) and by a vote of a majority of the votes appurtenant to the Lots which are then subject to this Declaration.

f. Special Individual Assessment. In addition to the Annual Assessments and Special Assessments authorized above, the Board of Directors shall have the power to levy a special assessment applicable to any particular Lot Owner ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas, including the Roadways (prior to acceptance for public maintenance), Amenity Area, Entrance Monument, Street Lights, Common Areas used including all improvements located thereon, whether occasioned by any act or omission of such Lot owner(s), members of such Lot Owner's family, or such Lot Owner's agents, guests, employees or invitees and not the result of ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against any particular Lot Owner relative to such Lot Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws or any rules or regulations promulgated by the Association or the Declarant pursuant to this Declaration or the Bylaws. Provided, however, Declarant shall not be obligated to pay any Special Individual except with Declarant's prior written approval. The due date of any Special Individual Assessment levied pursuant to this Section 6 shall be fixed in the Board of Directors resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least thirty (3) days prior to the date such Special Individual Assessment is due.

g. Late Charges and Interest on Unpaid Assessment. Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum shall be determined by the Board of Directors of the Association, which interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is \$25.00 and shall be charged as to any assessment that is not paid within 30 days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within 30 days of the date due. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is 30 days after the due date. The Board of Directors may change the initial late charge, interest rate, due dates and lien assessment dates by majority vote of the Directors.

6. RESTRICTIONS AND ARCHITECTURAL CONTROL. Each lot subject to this Declaration are also subject to the Restrictive and Protective Covenants for Retreat at Sunset Ridge as recorded in the public records of York County, South Carolina.

7. PUBLIC SEWER SYSTEM: NO SEPTIC TANK. Declarant shall cause to be constructed a sanitary sewer system in order to provide sanitary sewer service necessary to serve the Subdivision (the "Sewer System") that utilizes a low pressure Individual Sewer Pump System design. All owners of any Lots must execute a Residential Commercial Sewer Service contract with York County that requires the installation of an Individual Sewer Pump System on each Lot, in compliance with the uniform design requirements of York County for such system and installed by the installation contractor approved by York County and specified by the Association. The contract shall also affirm each Lot Owner's individual obligation to have the Individual Sewer Pump System regularly inspected, maintained and repaired in the event of malfunction, and conveying to York County and its agents and contractors the right and license to enter onto the Lot for the purpose of inspecting, maintaining or repairing the components of the system. All pipes and other equipment necessary to the operation and maintenance of the Sewer System shall be located within the utility easements described in this Declaration, or within the Roadway rights-of-way. Upon its completion of the Sewer system and all mains, pipes and equipment and other personal property which is part thereof, Declarant or the association shall use reasonable good faith efforts to dedicate the Sewer System to York County or other government authority. All owners are required to connect into the Sewer System for domestic sewer service. The Sewer System shall be the sole provider of sanitary sewer service to the Subdivision, and no septic tank may be installed within any Lot for the purpose of providing domestic sewer service.

8. PUBLIC WATER SYSTEM: NO WELLS. Declarant shall cause to be constructed a water system in order to provide water supplies necessary to serve the Subdivision (the "Water System"). All water mains, pipes and other equipment necessary for the operation and maintenance of the Water System shall be located within the utility easements described in this Declaration, or within the Roadway rights-of-way. Upon its completion of the Water System and all mains, pipes and equipment and other personal property which is part thereof, Declarant or the Association shall use reasonable good faith efforts to dedicate the Water System to York County or other governmental authority. All Owners are required to connect into the Water system for domestic water service. The Water System shall be the sole provider of water supply to the Subdivision and no well may be dug or constructed on any Lot for the purpose of providing domestic water supply.

9. CAPTIONS, ENFORCEMENT AND INVALIDATION

a. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

b. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

c. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable attorney's fee.

d. Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

e. The Declarant reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes:

1. To clarify the meaning of or to correct clerical errors in the Declaration;
2. To correct grammar, spelling, capitalization and other matters of syntax.

10. TERM.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Pinewood of Lake Wylie, LLC, its successors and assigns, reserves the right to amend this declaration at any time that Pinewood of Lake Wylie, LLC is the owner of at least ten (10) lots within the subdivision.

11. ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. SEVERABILITY.

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

IN WITNESS WHEREOF, the undersigned has executed these Restrictive and Protective Covenants as of the 17 day of September, 2007.

Witnesses:

PINEWOOD OF LAKE WYLIE, LLC

Sue B. Love
Ann C. Hogue

[Signature]
J. C. Hill

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

PROBATE)

PERSONALLY appeared before me Sue B. Love, and made oath that he was present and saw the within named Pan Montgomery and James H. Owen Jr. -members of Pinewood of Lake Wylie, LLC, sign, seal and as its act and deed, deliver the within written Restrictive and Protective Covenants; and that S he with Ann C. Hogue witnessed the execution thereof.

Sue B. Love

SWORN to and subscribed before me this 17th day of September, 2007.

Ann C. Hogue (SEAL)

Notary Public for South Carolina

My Commission Expires: 1-11-2017


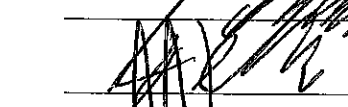

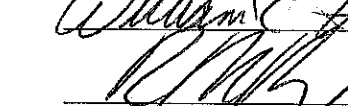
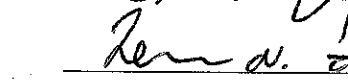


EXHIBIT "A"

**TO DECLARATION OF COVENANTS AND PROVISIONS OF THE SUNSET
RIDGE II HOMEOWNERS' ASSOCIATION**

All those certain pieces, parcels or lots of land located in Bethel Township, York County, South Carolina, and being shown and described as **Lots 47-104**, on Final Subdivision Plat of The Retreat at Sunset Ridge by CBS Surveying and Mapping, Inc., dated August, 2007, said plat being recorded in Plat Book D 253, Pages 3 and 4, Office of the Clerk of Court for York County, South Carolina and incorporated herein by reference.

Derivation: This is a portion of that property described in deed recorded in Record Book 7491, Page 40, Office of the Clerk of Court for York County, South Carolina.

1) FIRST AMENDMENT TO RESTRICTIVE COVENANTS
2) AND PROTECTIVE COVENANTS AT
3) RETREAT AT SUNSET RIDGE

By:  -man

 Carolan Fawcett
 by Michael Palmer

 Kuhlke B. W. Palmer
 by Scott Kuhlke

 Tailored Items by
 Dan Anthony

 Darter Craftwork Corp
 of NC, Inc. by C. Darter

 Robert Monds m.k. n. l.

 Pamela Dorely, then
 by Thome n. Jells

J. Abbott ^{Abbott Construction}
by

[Signature] ^{Dune Street}
^{Shenandoah}
^{by O'Brien Brooks}

[Signature] ^{Honor Construction}
^{by Daniel Miller}

STATE OF SOUTH CAROLINA)
COUNTY OF YORK) PROBATE

PERSONALLY appeared before me Teresa M. Gates, and made oath
that he was present and saw the within named owner,

sign, seal and as their act and deed, deliver the within written First Amendment to
Restrictive and Protective Covenants Retreat at Sunset Ridge; and that he with
Chris Montgomery witnessed the execution thereof.

Teresa M. Gates

SWORN to and subscribed before
me this 22 day of June, 2008.

[Signature] (SEAL)

Notary Public for South Carolina

My Commission Expires: 9-10-12