

Instrument Book Volume Page  
2022-5066 OR 2014 202

**BYLAWS OF MOUNT VINTAGE  
HOMEOWNERS ASSOCIATION, INC.**

2022-5066  
Filed for Record in  
Edgefield County, SC  
Charles L. Reel, Clerk of Court  
12/12/2022 08:35:33 AM  
BYLAW \$25.00  
Bk OR Vol 2014 Page 202 - 215

**Whereas**, Bylaws of Mount Vintage Homeowners Association, Inc. dated March 29, 2000, having been recorded March 30, 2000, in Record Book 672, as page 115, records of Edgefield County, South Carolina, and amended on November 16, 2012 having been recorded November 21, 2012 in Record Book 1404 as pages 168-177 Edgefield County, South Carolina, an

**Whereas**, at a meeting of the Directors of Mount Vintage Homeowners Association, Inc. held on October 27, 2022 by unanimous vote of the five Directors and in accordance with Bylaw Nine Section 2, the Directors agreed to amend the Bylaws in certain respects;

**Now therefore**, the Bylaws of Mount Vintage Homeowners Association, Inc. previously issued are hereby amended herein as approved by unanimous vote of the five Directors on October 27, 2022 in accordance with Bylaw Nine Section 2.

**BYLAW ONE  
OFFICE**

The principal office of the Association shall be located at 215 Mount Vintage Plantation Drive, North Augusta, SC 29860 in the County of Edgefield, State of South Carolina.

**BYLAW TWO  
PURPOSES AND OBJECTS**

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

- (1) To develop a community designed for safe, healthful, harmonious living.
- (2) To promote the collective and individual property and civic interests and rights of all persons, firms, and corporations owning property in Mount Vintage Plantation.
- (3) To care for the improvements and maintenance of the roadways, traffic circles, landscape islands, medians, common areas, greenways, gateways, public easements, parkways, grass plots, parking areas, street lighting and any facilities of any kind dedicated to community use and other open spaces and other ornamental

Instrument	Book	Volume	Page
2022-5066	OR	2014	203

features of the above-described subdivision known as Mount Vintage Plantation, which now exist or which may hereafter be installed or constructed in such subdivision.

- (4) To assure that lot owners maintain in good condition and order all vacant and unimproved lots or tracts of land now existing or that hereafter shall exist in the tract, and further assure that the owners of such lots or tracts of land prevent them from becoming a nuisance and detriment to the beauty of the tract and to the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots or tracts of land as may be necessary or desirable to keep them from becoming such nuisance and detriment.
- (5) To aid and cooperate with the members of the Association and all property owners in the tract in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants, and restrictions as shall hereafter be approved by a majority vote of the members of the Association.
- (6) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of Mount Vintage and their property interests in Mount Vintage Plantation.
- (7) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.
- (8) To arrange social and recreational functions for its members.
- (9) To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the tract.
- (10) This Association shall not engage in political activity or pursue political purposes of any kind or character.
- (11) To purchase, sell, transfer, **own**, operate, and maintain the community amenities for the benefit of Association members including but not limited to the Athletic Club and Town Center including the hiring or retaining of third parties to maintain, manage and/or run the facilities.
- (12) To purchase, sell, transfer, own, operate or maintain the Mount Vintage Golf Club for the benefit of Association members including the hiring or retaining of third parties to maintain, manage and/or run the facilities.
- (13) To purchase, sell, transfer, own, operate, and maintain the community amenities for the benefit of Association members including but not limited to the HOA business

Instrument	Book	Volume	Page
2022-5066	OR	2014	204

office including the hiring or retaining of third parties to maintain, manage and/or run the facilities.

### **BYLAW THREE MEMBERS**

- (1) All owners of a single-family residential building lot or lots in MOUNT VINTAGE shall thereby become members of the Association for so long as such ownership - continues. Provided, however, that no person or corporation in taking title as security for the payment of money or for the performance of any obligations shall thereby so become entitled to membership. Ownership of property as qualification for membership is defined herein as follows: Ownership of any such lot under recorded deed, whether the owner is occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the lot in question. Ownership within the meaning and intention hereof shall cease upon the sale of any such lot to another by the owner thereof. Sale of any such lot within the meaning hereof shall be effective upon the recording of any deed conveying such lot to another, or the termination of occupancy of the property by the owner thereof accompanied by the giving of such owner to another of a bond for title or contract of sale with respect to such lot.
- (2) The Developer, LL of SC, LLC, and its successors and assigns shall be a member of the Association so long as it is an owner of one or more residential lots as shown on any plats of Mount Vintage or lands contiguous thereto which are reserved for future development as contemplated in the Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation.
- (3) Members of the Association shall consist of two classes. Class A members and Class B members, who respectively shall have the rights, voting privileges and duties as hereinafter set forth, to-wit:
  - a. Class A members for the owners of the lots in Mount Vintage shall initially consist of the Developer, who shall be entitled to voting privileges, in the amount of one (1) vote for each residential lot owned by it in Mount Vintage
  - b. Class B members shall consist of all other owners of residential lots in Mount Vintage, other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed all residential lots and tracts within Mount Vintage Plantation, including, but not limited to, additional phases, sections and developments which the Developer may decide to add to the scheme of the development as contemplated under Article IX of the Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage, unless and until the Developer, at its sole and exclusive discretion,

Instrument	Book	Volume	Page
2022-5066	OR	2014	205

elects to transfer such rights, voting privileges and duties to Class B members of the Association at which time Class B members shall become Class A members. In the event that a Class B member shall own more than one contiguous lot upon which only one residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote and shall likewise only be subject to the imposition of dues and assessments calculated for a single lot pursuant to Article VI of the Declarations, provided said residence is partially physically located on each such contiguous lot. A corporation owning one or more lots in Mount Vintage shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association.

- (4) All members in good standing have an irrevocable right to use and enjoy on an equal basis the Mount Vintage Golf Course, Grill, Pro Shop, Driving Range, Town Center, and Athletic Club subject to reasonable restrictions that may be promulgated by the Association. These may include, but are not limited to, payment of reasonable fees and restrictions on use during special events.

#### **BYLAW FOUR MEETINGS OF MEMBERS**

(1) **Annual Meeting:** An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing directors shall be held in the County of Edgefield, State of South Carolina in the first quarter each year. If no suitable meeting place is available in Edgefield County, alternate meeting locations may be utilized in North Augusta, South Carolina. The time and place shall be fixed by the directors.

- (1) **Regular Meetings:** In addition to the annual meetings, regular meetings of the members shall be had at such time and place as shall be determined by the board of directors.
- (2) **Special Meetings:** A special meeting of the members may be called by the board of directors. A special meeting of the members must be called within thirty (30) days by the president, or the board of directors, if requested by not less than twenty-five percent (25%) of the members having voting rights.
- (3) **Notice of Meetings:** Written notice stating the place, day, time and hour of any meeting of members shall be delivered either personally or by mail or by email to each member entitled to vote at such meeting, not less than ten (10) days before the date of such meeting, or at the direction of the secretary.

- (4) Quorum: The members holding sixty-six percent (66%) of the votes that may be cast shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.
- (5) Proxies: At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.
- (6) Voting by Mail: Where directors or officers are to be elected by members, or where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail or email in such manner as the board of directors shall determine.

#### **BYLAW FIVE BOARD OF DIRECTORS**

- (1) General Powers: The affairs of the Association shall be managed by the Board of Directors (hereafter in these bylaws, the "Board" or "Board of Directors") with the input of the Advisory Committee. All Directors and Advisory Committee members will serve without compensation from the Association.
- (2) Number, Tenure, and Qualifications: The Board of Directors shall be comprised of five (5) Directors. Upon Class B members of the Association acquiring voting privileges pursuant to Article V of the Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation, the number of Directors shall be not less than five (5). Each director shall either be an active member of the association or an employee or officer of the Developer, and shall hold office until two (2) annual meetings of the members following his or her original qualification shall have been held, and until his or her successor shall have been elected and qualified. Of the first five (5) directors, two (2) shall hold office until the second subsequent annual meeting, and three (3) shall hold office until the third subsequent meeting. The determination of the respective terms shall be by lot. Any increase in the number of directors shall be in units of two (2), and their initial terms shall be one for one (1) year and the other for two (2) years, with the determination to be by lot.
- (3) Regular Meetings: The Board of Directors shall meet regularly at least once every six (6) months, at a time and place it shall select.
- (4) Special Meetings: A special meeting of the Board of Directors may be called by or at the request of the president or of a simple majority of the directors.
- (5) Notices: Notice of any special meeting of the Board of Directors shall be given at least five (5) days prior to such meeting, by written notice delivered personally (or sent by telephone facsimile (FAX) equipment) or sent by mail or by email to each director. Any director may waive notice of any meeting.

Instrument	Book	Volume	Page
2022-5066	OR	2014	207

- (6) **Quorum:** A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the directors are present at such meeting, a majority of the directors present may adjourn the meeting from time to time, and without further notice.
- (7) **Manner of Acting:** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws. The Directors may take action by written consent via email in lieu of a meeting.
- (8) **Vacancies:** Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of the increase in the number of directors, shall be filled by election by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

## **BYLAW SIX OFFICERS**

- (1) **Officers:** The officers of the Association shall be a president, a vice-president, a secretary and a treasurer.
- (2) **Qualifications and Methods of Election:** The officers shall be members of the Association, shall be elected by the board of directors, and shall serve an initial term of one (1) year, automatically renewing annually unless there is a vacancy event as described in Clause 7 below. The president and vice-president shall be members of the board of directors.
- (3) **President:** The president shall preside at all meetings of the Association and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as a member ex officio of all standing committees.
- (4) **Vice-President:** The vice-president shall assume the duties of the president during the president's absence.
- (5) **Secretary:** The secretary shall keep the minutes of all the meetings of the Association and of the board of directors, which shall be an accurate record of all business transacted. The secretary shall be custodian of all Association records.
- (6) **Treasurer:** The Treasurer shall oversee the financial activities of the Association, prepare and present to the Board the Annual Budget for approval, set procedures to ensure money received is banked and documentation provided for all money paid out by the Association, ensure an audit is conducted each year and give a Treasurer's report at any scheduled meetings.
- (7) **Vacancies:** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the board of directors for the unexpired portion of the term.

**BYLAW SEVEN**  
**FEES, DUES, FINES AND ASSESSMENTS**

- 1) Admission Without Fee: Record ownership of a residential building site or, in the event of re-subdivision, of any of the sites as shown on any unit or units of the property particularly described, without payment of an admission fee, shall establish the owner as a member of the Association.
- 2) Amount of Annual Dues: The amount of annual dues shall be determined by the Board. The dues will be the same for those within the two categories of member (homeowners and lot owners) but may differ for homeowners and lot owners (homeowner status begins, and lot owner status ends, the year following issuance of an occupancy permit).
  - a) Prior to the Developer transferring voting rights under Article V of the Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation, annual dues may be increased as follows:
    - i) The Board of Directors may approve a yearly increase in annual dues of up to 20% each year by a majority vote of the Board.
    - ii) Any increase of annual dues which exceeds a 20% increase over the previous year requires unanimous approval of the Board.
  - b) After the Developer has transferred voting rights under Article V of the Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage annual dues may be increased as follows:
    - i) The Board of Directors may approve a yearly increase in annual dues of up to 20% each year by a majority vote of the Board.
    - ii) Any increase of annual dues which exceeds a 20% increase over the previous year requires unanimous approval of the Board plus the approval of a majority of Members eligible to vote at a regular or specially called meeting of the members, Notice of the increase shall be given to the members in writing at the time of the notice of the meeting.
- 3) Payment of Dues:
  - a) The annual dues shall be paid according to a Schedule of Payment determined by the Board for each fiscal year.
  - b) The Board may implement various incentives for early payment under the Schedule of Payment as the Board may determine to be beneficial to the Association.

- c) The Board may assess increases to dues that are paid on an extended payment schedule if determined annually by the Board.
- 4) Special Assessments:
- a) Prior to the Developer transferring voting rights under Article V of the Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Special assessments may be levied on members of the Association by a unanimous vote of the Board.
- b) After the Developer has transferred voting rights under Article V of the Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation, any special assessment will be determined as follows:
- i) Special assessments less than \$1,000 per member may be levied on members of the Association by a unanimous vote of the Board
- ii) Special assessments that exceeds One Thousand and No/100 Dollars (\$1,000.00), per member shall, in addition to approval by a majority of the Board, be approved by two-thirds (2/3) of Members eligible to vote at a regular or specially called meeting of the members, Different amounts of Assessments may be determined for homeowners and lot owners. The Board shall give the members of the Association at least thirty days written notice via mail, email or other appropriate method, prior to its intention to levy a special assessment giving full disclosure on the purpose of the special assessment, outlining the exact amount each shall be charged, and indicating the payment schedule.
- 5) Fines - The Board may establish and impose fines for late payment of dues, fees, assessments, violations of covenants and the like from time to time as deemed necessary.
- 6) Active Membership: A member who is current with the payment of his or her dues and assessments shall be deemed an "Active Member."
- 7) Default in Payment of Fees, Dues, Fines or Assessments:
- a) When any member of the Association shall be in default in the payment of fees, dues, fines or assessments for a period of (30) thirty days from the date that such dues or assessments, as applicable, become payable, the member shall have no voting or any other rights of any kind arising out of membership in the Association and shall be deemed inactive and not in good standing (Inactive Member). In addition, any Inactive Member shall be placed on the Inactive List maintained by the Board.
- b) The Inactive List may be disclosed directly or indirectly, either orally or in writing, to the other members of the Association or such list may be posted at the Association offices



or any other public place or common area, as the majority of the Board may deem appropriate.

- c) An Inactive Member shall not be reinstated until he or she has paid dues or assessments, as applicable, along with related interest and costs in full. Until such time as such Inactive member is reinstated, he or she shall have no rights of any kind arising out of membership in the Association.
- d) The Board shall implement delinquent charges for late payment of dues or special assessments, as applicable. The amount and timing of late payment delinquent charges shall be enumerated in the Schedule of Payments as issued by the Board in advance of each fiscal year and may be changed from time to time at the sole determination of the Board.
- e) A member who is subject to an action or proceeding by the Association in enforcing the Declarations and Covenants, By-Laws, and Architectural Guidelines and Regulations established by the Developer and/or the Board shall be liable to the Association for the any fees and/or costs of such action or proceeding including but not limited to collection fees, attorney fees, court costs, and all other costs incurred by the Association in collecting assessments, fines and/or dues, and costs incurred by the Association in enforcing the Declarations and Covenants, By-Laws, and Architectural Guidelines and Regulations established by the Developer and/or the Board, as applicable. All dues, fines, assessments and special assessments, together with interest and other costs of collection, including the Association's collection fees, attorney fees, court costs and all other costs incurred by the Association shall be personal to the member as well as a charge on the land of the subject member and shall be a continuing lien upon the lot or lots against which such dues, fines, assessments and special assessments are levied. With respect to lot(s) which are owned by more than one person or entity (Co-Owners), the Co-Owners of any such lot or lots shall share in the obligation of any other owner of that lot or lots and each Co-Owner shall be jointly and severally liable for any dues, fines, assessments and special assessments and costs of collections, attorney fees and court costs attributable to that lot or lots.
- f) If any member is delinquent or in default with respect to the payment of dues, fee, fines or assessments for more than thirty (30) days from the date that such dues, fees, fines and assessments become payable, the Association shall have the immediate right to record a notice of claim of lien and bring an action at law against the Inactive member to foreclose the lien against the lot or lots in the same manner as a foreclosure of a mortgage or as otherwise provided by the laws of South Carolina, as amended. All

interests, costs and attorney fees relating to such foreclosure action shall be added to the amount of the dues, fines, assessments and special assessments due and owing hereunder. No member or owner may waive or otherwise be released from liability for dues, fines, assessments and special assessments by reason that the member may not be using the common areas or the member may have abandoned the lot, or for any other reason. The sole basis for elimination of the dues, fines, assessments and special assessments owing from an Inactive Member shall be payment of the delinquent amounts relating to such member.

- g) The liens provided herein shall be subordinate to the lien of any mortgage on a lot. The sale or transfer of any lot shall not affect any lien created herein, provided, however, that the sale or transfer of any lot pursuant to mortgage foreclosure proceedings under the laws of South Carolina shall extinguish the lien relating to the dues, fines, assessments and special assessments against such lot with respect to payments which became due prior to such sale or transfer pursuant to such mortgage foreclosure. No sale or transfer of the lot shall relieve the purchaser or owner of such lot from liability for any dues, fines, assessments and special assessments becoming due after the sale or transfer of the lot, even if that purchaser is a bank, mortgage company or lending institution holding title by way of foreclosure proceedings.
- 8) Assignment of Dues: In the event that any member whose dues are paid-up, shall, during the fiscal year in which such dues are paid, terminate his or her membership in the Association by sale of his or her lot or residence in Mount Vintage Plantation, he or she shall be entitled to assign to the buyer of such lot the benefit of the paid-up dues.
- 9) Impact Fees: Every Contractor who begins construction of a residence at Mount Vintage shall pay an impact fee within thirty (30) days of commencing construction. The impact fee shall be Five Hundred Dollars (\$500.00), subject to such modification as a majority of the directors may require.
- 10) Dues and Special Assessments Payment Adjustment: Any homeowner or lot owner who believes that he or she has special circumstances may appeal to the Board for an adjustment of the payment schedule applicable to annual dues or special assessments, provided that, in no event may the amount of the annual dues or special assessments be reduced. Any request for adjustment of the payment schedule applicable to annual dues or special assessments must be made in writing to the Board of Directors of Mount Vintage Home Owners Association, Inc., by January 20 of each fiscal year and provide adequate information, as determined in the sole discretion of the Board, to substantiate the request.

Instrument	Book	Volume	Page
2022-5066	OR	2014	212

The Board, by majority vote, and its sole discretion, may modify the payment schedule applicable to annual dues or special assessments with respect to an individual for the current fiscal year. Written evidence of such modification and the rationale for determining/granting the modification shall be maintained by the Secretary of the HOA.

**BYLAW EIGHT  
FISCAL YEAR**

The fiscal year of the Association shall be the calendar year.

**BYLAW NINE  
AMENDMENTS**

1) Amendments by the Members Entitled to Vote:

After the Developer has transferred voting rights under Article V of the Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Amendments to these Bylaws may be proposed by any five (5) members of the Association at any meeting of the members of the Association. Such proposed amendments shall be discussed and voted upon by all members entitled to vote at the meeting of the members of the Association following the meeting at which the proposed amendment was submitted. The proposed amendment shall become effective when approved by a two-thirds majority of the members entitled to vote.

2) Amendments by the Board of Directors:

Prior to the Developer transferring voting rights under Article V of the Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage the Board may, upon unanimous vote of all directors, make any amendments or modifications to these Bylaws as the Board may deem proper. Such amendments shall be voted upon in any regular or special meeting of the Board and shall become effective immediately upon mailing notice of the amendments to the members of the association by regular mail telephone facsimile (FAX) equipment or by email.

Instrument	Book	Volume	Page
2022-5066	OR	2014	213

**BYLAW TEN**  
**CONFLICT WITH PROTECTIVE COVENANTS**

In the event that any provision of the within bylaws are in conflict with the Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage, as recorded in Record Books of Edgefield County, South Carolina, then and in any event, the Declaration of Protective Covenants, Conditions and Restrictions shall take precedence and be determinative of any ambiguity.

**BYLAW ELEVEN**  
**ADVISORY COMMITTEE**

The Board of Directors shall establish an advisory committee composed of five (5) active members of the association. The members of the advisory committee shall be appointed by the Board of Directors and shall serve staggered terms in order to provide continuity on the advisory committee. The appointment of any member of the advisory committee may be revoked by a majority approval of the Board of Directors, with or without cause. The members of the advisory committee shall serve without compensation by the association. Three (3) of the initial members of the advisory committee shall serve an appointment for a period of two (2) years and two (2) of the initial members of the advisory committee shall serve an appointment for a period of one (1) year. Thereafter, appointments of all members of the advisory committee shall be for two (2) year terms. The Advisory Committee shall serve to bring to the attention of the Board of Directors concerns and desires of the members of the association, shall serve in an advisory capacity only, and shall not have voting privileges beyond their privileges as members of the association.

**BYLAW TWELVE**  
**ROAD USE PERMIT**

Whereas all commercial vehicle traffic will create wear and tear of the existing roadways presently maintained and repaired by the HOA, a Road Use Permit fee is hereby established.

1. For ingress and egress to the Mount Vintage subdivision, all commercial vehicles, or vehicles with trailer, separately or combined, having more than 2 axles shall require purchase of a Road Use Permit. Such fee is hereby established in an amount fixed at \$400 per vehicle per usage. A continuing per day usage fee or blanket permit may be

established by the HOA at their discretion. Permitting shall be at the discretion of the Board of the HOA.

2. All residential building contractors approved for work in Mount Vintage presently pay an impact fee which has anticipated the impact on the roads. The payment of the impact fee shall include all the necessary permits for commercial vehicles used for that purpose.
3. Violation of the Road Use Permit process will incur a penalty of 2 times the established per usage fee for each day of violation and may be applied to the contractor and/or the property owner, until such violation has ceased. All fees may be waived or modified at the discretion of the HOA. The HOA may file legal actions including but not limited to injunctive relief to enforce these procedures. Violators will be subject to the costs and attorney fees incurred by the HOA in enforcing these measures.

4. Exclusions - no permit required - all commercially registered vehicles engaged in the following activities are hereby excluded from the permitting process:

Delivery vehicles - Deliveries to residential homes, golf course operations, town center operations and any other previously approved operation.

Residential Trash Disposal Vehicles

Mail and or parcel deliveries - federally registered mail vehicles, parcel delivery trucks,  
i.e. Fed Ex, UPS, etc.

Commercial vehicles engaged in a contracted service with a HOA member for home repairs, lawn supplies, etc., or any activity receiving prior Architectural Control Committee (ACC) approval.

Taxi and Limousine services

Fire apparatus,

ambulance and police

vehicles School buses

Commercial vehicles engaged from time to time by a contractor for purposes other than building a residential home on an approved building lot and engaged for work on said approved building may be excluded at the discretion of the HOA.

IN WITNESS WHEREOF, Mount Vintage Homeowners Association, Inc. and the Developer have caused these presents to be executed this 18 day of November 2022.

Signed, Sealed and Delivered)

MOUNT VINTAGE HOMEOWNERS ASSOCIATION, INC.

Witness Chasity Marshall

BY: J. Wayne Raiford, Director

BY: Sharon D. Brady, Director

BY: Stephen Perun, Director

Witness [Signature]

BY: Patricia L. Roberts Director

BY: Jerome M. Kadleck, Director

LL OF SC, LLC

By J. Wayne Raiford, Member

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF EDGEFIELD )

PERSONALLY, APPEARED BEFORE ME the undersigned and made oath that he saw Mount Vintage Homeowners Association, Inc. by Sharon D. Brady, Stephen Perun, Patricia L. Roberts, Jerome M. Kadleck, and J Wayne Raiford, its Directors, and LL of SC, LLC by J. Wayne Raiford sign, seal and as its Act and Deed, deliver the within-written Amended and Restated Declaration and that he with other witness subscribing above witnessed the execution thereof.

Chasity Marshall  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: \_\_\_\_\_

