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STATE OF SOUTH CAROLINA) COVENANTS, CONDITIONS, RESTRICTIONS
COUNTY OF RICHLAND) AND EASEMENTS - PLANTATION POINTE

THIS DECLARATION made the date and year hereinafter set forth, subscribed by SOUTH CAPITAL GROUP, INC., a South Carolina corporation (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS, the Declarant is the owner of certain property located in Richland County, South Carolina, more particularly described as follows:

All those certain pieces, parcels or lots of land, together with improvements thereon, situate, lying and being Northeast of the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lots One (1) through Four (4), Four-A (4A), Five (5) through Seventy Four (74), Seventy Four-A (74A), and Seventy Five (75) through One Hundred Seventeen (117) inclusive, on a Plat of Plantation Pointe Subdivision, by Daniel Riddick & Associates, Inc., dated November 11, 2000, last revised October 24, 2001, and recorded in the office of the Register of Deeds in Record Book 582, page 2357. Reference to said plat is made for a more complete and accurate description.

WHEREAS, it is the intent of Declarant to impose these Covenants, Conditions, Restrictions and Easements upon the Property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, affirmative obligations and conditions, all of which are for the purpose of protecting the value and desirability of the property described above, and which shall run with the real property and be binding on all persons having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to PLANTATION POINTE PROPERTY OWNERS ASSOCIATION, INC., a South Carolina non-profit corporation, its successors and assigns (hereinafter sometimes referred to as "Association").

Section 2. "Common Area" shall mean and refer to all real property (including the improvements thereon) owned by the

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Association for the common use and enjoyment of the Owners. Common Area shall also mean and refer to all property which from time to time is deeded to the Association.

Section 3. "Declarant" shall mean and refer to SOUTH CAPITAL GROUP, INC., its successors and assigns, or any person or entity who succeeds to the title of Declarant to any portion of the Properties by sale or assignment of all of the interests of the Declarant in the Properties, if the instrument of sale or assignment expressly so provides, or by exercise of a right of foreclosure of a mortgage given by the Declarant or a deed in lieu thereof covering all of Declarant's interest in the Properties. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Declarant by this Declaration, the Articles of Incorporation or Bylaws of the Association.

Section 4. "Declaration" shall mean this declaration of Covenants, Conditions, Restrictions and Easements for Plantation Pointe, as the same may be amended, renewed or extended from time to time in the manner herein provided.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, together with the improvements thereon, with the exception of the roads and common area.

Section 6. "Member" shall mean and refer to every person or entity who is a member of the Association and has voting rights therein.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties as hereinafter defined, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 8. "Property" or "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereinafter be subjected to the terms and conditions of this Declaration and brought within the jurisdiction of the Association.

Section 9. "Plat" shall mean that certain plat entitled "_____ " prepared by Daniel Riddick & Associates, Inc. dated _____, and recorded in the office of the Register of Deeds for Richland County in Record Book _____ at page _____, as well as all future recorded plats, if any, describing those certain parcels of land annexed, as described thereon, and made subject to this Declaration by amendment hereto.

Section 10. "Recreational Facilities" shall mean and refer to any and all facilities designed for active recreational use along

with all parking areas located within the common area and any additions thereto which have been or may be deed to the Association. PROVIDED, HOWEVER, that nothing contained in this section of the Declaration shall obligate the Declarant or the Association to construct any recreational facilities and nothing contained herein may be or shall be interpreted as a representation that any recreational facilities will be or may be constructed.

ARTICLE II
Property Rights

Section 1. Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to formulate, publish and enforce rules and regulations regarding the use of the Common Area, which regulations may further restrict the use of the Common Area, and to charge reasonable admission and other fees for the use of any recreational facilities located thereon; and

(b) The right of the Association to suspend the voting rights and right to the use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to the Declarant or any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by at least two-thirds (2/3) of each class of members has been recorded; and

(d) The right of the Association to permit the use of and to charge admission and other fees for the use by a private party of any Recreational Facility which may be situated upon the common area and to impose reasonable limits upon the number of guests who may use these facilities; and

(e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon; however, except as provided in "c" above, no portion of the Common Area may be mortgaged or conveyed without the consent at least two thirds (2/3) of the Class A Members; and

(f) The right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the

Properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or onto reserved or dedicated easement areas and for any other purpose or reason which the Board of Directors may deem appropriate.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his rights of enjoyment of the Common Area and facilities to members of his family, his tenants, or contract purchasers, provided, however, that each such delegee shall reside upon the Lot of such Owner.

Section 3. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area described herein to the Association free and clear of all liens and encumbrances, subject only to the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and utility and drainage easements specifically reserved or indicated on any recorded plat.

Section 4. Transfer or Mortgage of the Common Area. Unless the Association shall receive the prior written approval of at least two-thirds (2/3) of the lot owners (exclusive of the Declarant), the Association shall not be entitled to, by act or omission, abandon, partition, subdivide, sell, mortgage or transfer all or any portion of the Common Area, except that wetlands, detention ponds and drainage ways may be transferred to appropriate governmental entities.

No portion of the common area may be sold or transferred to any other party for any other use than is set forth in this document and no subdivision of the common area may occur unless such property is brought into compliance with the then existing subdivision regulations of the County of Richland, South Carolina, regarding lots for other than support facilities.

Section 5. Leases of Lots. Any Lease Agreement between an Owner and a Lessee for the lease of such Owner's Lot or for the residence located on such Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration, as well as to the Articles of Incorporation and Bylaws of the Association, and that any failure by the Lessee to comply with the terms and conditions of each such document shall be a default under the terms of the Lease. All such leases shall be in writing and shall be subordinate to the lien of the Association for any unpaid assessments, whether arising before or during the term of the Lease and any extensions or carry over thereof.

ARTICLE III
Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to a lien for assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

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

(b) Class B. The Class B member shall be the Declarant and it shall be entitled to three (3) votes for each Lot it owns as shown on the Plat. The Class B membership shall terminate and be converted to Class A membership upon the happening of the earlier of the following events:

i. the sale to the Owners of One Hundred (100%) Per Cent of the Lots; or,

ii. when Declarant elects by notice to the Association in writing to terminate its Class B membership, but in no event prior to the sale of less than seventy-five (75%) of the Lots depicted on the Plat.

Section 3. Effect of Affirmative Vote of Class B Member. Unless otherwise provided herein, all actions requiring the consent of the Members shall be deemed to have been authorized upon the receipt of the affirmative vote of the Class B Member.

ARTICLE IV

Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay:

(a) To the Association:

i. Annual assessments or charges, and

ii. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

(b) To the appropriate governmental taxing authority:

i. a prorata share of ad valorem taxes levied against the Common Area; and,

ii. a prorata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months as hereinafter.

The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Lot and improvements against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation of an Owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Notwithstanding anything herein to the contrary, nothing herein shall be construed so as to provide any governmental authority with the right to place a lien on any one or more of the Lots due to the failure of an owner to pay a prorata share of ad valorem taxes for the Common Area or of assessments for public improvements to or for the benefit of the Common Area.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Commons Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of-way), drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians, and islands and entranceways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area;

the costs associated with duties of the Architectural Control Committee; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of the expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the ByLaws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

(d) So long as there is a Class B member, in the event the Association is without sufficient funds to properly discharge its ordinary obligations as imposed by this Declaration, the Articles of Incorporation and the ByLaws of the Association, then the Declarant shall provide such funds as are reasonably necessary to allow for the discharge of such obligations until such time as sufficient funds are secured from the assessments as provided herein.

Section 3. Amount of Annual Assessments. The maximum annual assessment for each Lot in the Properties shall be payable annually, in advance, and the amount thereof shall be determined as follows:

(a) Up to and including December 31, 2001, the maximum annual assessment shall be Two Hundred Forty Five and No/100 Dollars (\$245.00) per Lot.

(b) The maximum annual assessment for the calendar year beginning January 1, 2002, and for each calendar year thereafter, shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed Ten Percent (10%) of the maximum annual assessment of the previous year.

(c) The maximum annual assessment may be increased without limit by the affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum. When the Board of Directors fixes the annual assessments for each calendar year, the Board shall, at the same time and in connection therewith prepare, or cause to be prepared, an annual budget showing the services furnished by the Association and the cost thereof per lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including the fixtures and personal property related hereto, Provided that any such assessment shall have the assent of Two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on either an annual or monthly basis, or on such other basis as may be approved by the Board of Directors.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast Fifty Percent (50%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be One-Half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date set for the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots and shall be collected annually in advance, or on any other basis approved by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each lot on the first day of the month following the date on which the residence constructed on such lot is occupied. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and promptly thereafter give every owner subject thereto written notice of each assessment. In the event the Board of Directors shall fail to fix the amount of annual assessment as described above, the assessment for the immediately preceding year shall continue in effect until a new assessment is fixed. The due dates shall be established by the Board of Directors. The Association, upon demand at any time and for a reasonable charge, shall furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments and Remedies of the Association. Assessments shall be considered past due if not paid on or before the due date. A late charge of Ten (\$10.00) Dollars shall be added to any assessment not paid within thirty (30) days after the due date. If the assessment is not paid within sixty (60) days after the due date, all amounts due the Association shall bear interest from the due date at the rate of sixteen percent (16.0%) per annum or the highest rate allowed by law whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

Section 9. Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area,

which default shall continue for a period of six (6) months, each Owner of a Lot shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the Owner in favor of the Association.

Section 10. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to (1) the lien of any first mortgage, and (2) the lien of any unpaid ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien provided for herein. However, the sale or transfer of any Lot which is subject to any such first mortgage pursuant to a mortgage foreclosure or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No such sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage. Nothing herein shall be deemed to require any Mortgagee to be responsible for the collection of assessments.

Section 11. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. All property owned by the Declarant, at the Declarant's election, shall be exempt from the assessments created herein. Otherwise, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V. Architectural Control

Section 1. No building, fence, wall, mailbox or other structure, and no change in topography, planting, landscaping, grading, filling or any other item, shall be commenced, erected or maintained upon any portion of the Property or any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, so long as Declarant owns any lot in the Subdivision or until such time as Declarant relinquishes such rights in writing, and thereafter, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of

Directors (hereinafter sometimes referred to as "Architectural Control Committee" or "Architectural Committee"). The initial Architectural Control Committee shall be appointed by the Declarant. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant so long as said development follows the general plan of development of the Properties previously approved by the appropriate governmental entity. Notwithstanding anything herein to the contrary, for so long as Declarant owns at least one Lot, Declarant may approve any plans and specifications rejected by the Board or the Architectural Control Committee for the construction of initial improvements on any Lot provided the initial improvements are approved by the appropriate governmental entity. Such approval by Declarant shall operate and have the same effect as approval by the Architectural Control Committee or the Board.

Section 2. Procedures.

(a) Any person desiring to make any improvement, alteration or change described in Section 1 above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Board or the Architectural Control Committee which shall evaluate such plans and specifications in light of the purpose of this Article.

(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications of any of the features or elements are subsequently submitted for use in connection with any other Lot. Approval of such plans and specifications relating to any, Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) Neither Declarant, nor the Association, nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee.

FURTHER, NEITHER DECLARANT, NOR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIABLE IN DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, ASSOCIATION, ITS BOARD MEMBER OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE, TO RECOVER ANY SUCH DAMAGES, AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

(d) During construction, any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and structure thereon for the purpose of ascertaining compliance with the provisions of this Declaration, and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 3. Violations. If any structure shall be erected, placed, maintained or altered upon any Lot, other than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article. If, in the opinion of the Declarant, or the Board of Directors of the Association upon recommendation of the Architectural Control Committee, such violation shall have occurred, the Board of Directors shall provide written notice to the Owner of such Lot by certified mail, setting forth the nature of the violation and the specific action required to remedy the violation. Any such required remedial action shall be consistent with guidelines then maintained by the Architectural Control Committee. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Board of Directors of the Association shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

ARTICLE VI Exterior Maintenance

The Association shall maintain the Common Area. Each Owner shall be responsible for the exterior maintenance of his dwelling

and Lot as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the event that the Owner neglects or fails to maintain his Lot and/or the exterior of his or her dwelling in Plantation Pointe, the Association shall provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself. The determination as to whether an Owner has neglected or failed to maintain his Lot and/or dwelling in a manner consistent with other Lots and dwellings in Plantation Pointe shall be made by the Board, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which Lot is subject, and any lien which may arise as a result of non-payment as provided herein. In the event that the Association determines that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitee of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

ARTICLE VII Use Restrictions

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors shall be recorded in a book of resolutions, which shall be maintained in a place convenient to the owners and available to them for inspection during normal business hours.

Section 2. Use of Property. The Properties shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the Bylaws and other applicable restrictions of record:

(a) Residential Use of Property. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any builder of homes in Plantation Pointe approved by Declarant from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Plantation Pointe; and provided, further that, to the extent allowed by applicable zoning laws, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwelling.

(b) Setbacks and Building Lines. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines approved for each Lot in writing by the Architectural Control Committee before commencement of lot clearing preparatory to construction unless either a variance shall have been granted by Declarant or Declarant shall have amended the Plat. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates the requirements and provisions of any applicable zoning ordinances and subdivision regulations.

(c) Walls and Fences. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to Article V above. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. Chain link fences are prohibited except when the Architectural Control Committee gives prior written approval.

(d) Subdivision of Lot. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by Declarant, and, in such event, the building line requirements provided herein shall apply to such Lots as re-subdivided or combines and side line easements as shown on the plat shall be moved to follow the new side line so that the easement would run along the newly established side line.

(e) Terraces, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which

has been approved, in writing, by the Architectural Control Committee; provided, all such detached structures must be to the rear of the main dwelling and must not encroach upon the Lot of an adjacent Owner.

(f) Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

(g) Use of Outbuilding and Similar Structures. No structure of a temporary nature (unless approved in writing by the Architectural Control Committee) shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently: provided, this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

(h) Completion of Construction. The Association shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any improvements or alterations of improvements not completed within one (1) year from the date of commencement of construction.

(i) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept, subject to applicable leash laws, provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

(j) Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in Plantation Pointe.

(k) Signs. No advertising signs or billboards shall be erected on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period or to the re-selling of houses, provided such signs are approved by the Architectural Control Committee. The provisions of this paragraph shall not apply to notices posted in connection with judicial or foreclosure sales conducted with respect to a mortgage.

(l) Trees, Landscaping, Screening, Underground Utility Service. Trees which have a diameter in excess of six (6") inches

measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior written approval of the Architectural Control Committee of the landscape plan. Garbage cans and equipment shall be screened to conceal them from view of neighboring Lots and streets. Swingsets may be installed on the Lots only after receiving the prior written approval of the Architectural Control Committee. All residential utility service and lines to residences shall be underground. No clotheslines shall be permitted on the Lots.

(m) Antennae. No radio or television transmission or reception towers, antennas, satellite dishes or disks shall be erected on any structure or within the property within the property. Notwithstanding the above, satellite dishes or disks which are not greater than eighteen (18") inches in diameter may be installed on Lots provided they are adequately screened from the streets and adjoining Lots.

(o) Trailers, Trucks, School Buses, Boats, Boat Trailers. Boats (other than pontoon boats) may be parked in garages or in the rear yards of Lots provided sufficient efforts are undertaken to screen their visibility from the street(s) which bound the subject Lot. No recreational vehicles or commercially marked vehicles shall be permitted on the Lots unless they are stored in a garage. No house trailers or mobile homes, school buses, trucks, boats or boat trailers, motor homes, motorcycles, campers, vans, or vehicles on blocks shall be kept, stored or parked overnight either on any streets or adjoining lots. In addition, no vehicle of any kind may be kept, stored or parked on any non-paved area of a Lot or adjacent Lot. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage. The foregoing will not be interpreted or construed or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot. Further, if a parking and storage amenity for boats and recreational vehicles is built, it shall become the exclusive parking and storage facility for those vehicles.

(p) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Association.

(q) Changing Elevations. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grades of surrounding Lots, unless approved in writing by the

Architectural Control Committee.

(r) Sewage System. Sewage disposal shall be through the municipal system or, a type approved by appropriate State and local agencies.

(s) Water System. Water shall be supplied through the municipal system or, a type approved by appropriate State and local agencies.

(t) Utility Facilities. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone, electric, cable, natural gas and sewage systems, which may be in variance with these restrictions.

(u) Model Homes. Declarant, as well as any builder of homes in Plantation Pointe, shall have the right to construct and maintain model homes on any of the Lots, Lots. "Model Homes" shall be defined as those homes used for the purpose of inducing the sale of other homes within the Properties.

(v) Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or other substances approved in writing by Declarant or by the Architectural Control Committee and of a uniform quality. For aesthetic purposes, all garage doors shall remain closed whenever reasonably possible.

(w) Waiver of Setbacks, Building Lines and Building Requirements. The Architectural Control Committee may, for good cause, waive violations of the setbacks and building lines provided for in Section 2 (b) of this Article VII. Such waiver shall be in writing and recorded in the Richland County Register of Deeds Office. A document executed by the Architectural Control Committee shall be, when recorded, conclusive evidence that the requirements of Sub-sections b and f of this Section 2 of Article VII have been complied with. The Architectural Control Committee may also handle violations of setbacks and boundary lines by amending the Plat. Nothing contained herein shall be deemed to allow the Architectural Control Committee to waive violations which must be waived by an appropriate governmental authority.

(x) These restrictions shall run with the land and be binding upon all parties, persons, firms or corporations claiming under them until January 1, 2031. Thereafter said restrictions shall automatically be extended for successive periods of ten (10) years unless changed in part or in whole by written instrument signed by a majority of then record owners of the Lots.

(y) If any person shall violate, or attempt to violate, any of these restrictions, any person who shall own real property in the subdivision may enforce these restrictions by proceedings at

law or in equity, to either recover damages or restrain such violation. All costs and expenses incurred in the successful enforcement of any restriction, including a reasonable attorney's fee, shall thereupon become due and payable by the losing party.

(z) In the event of the unintentional violation of any of the building line restrictions or minimum Lot residence square foot requirements as set forth herein, Declarant reserves the right, by and with the mutual written consent of the owner or owners for the time being of such Lot, to change the building line restriction set forth in this instrument; provided, however, that such change shall not be in violation of any provisions of the zoning provisions of the County of Richland, State of South Carolina.

(aa) Use of Common Area. No person shall undertake, cause or allow any alteration or construction in or upon any portion of the Common Area or facilities except under the direction of and with the express consent of the Association. The Common Area and facilities shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the residences, subject to any rules and regulations that may be adopted by the Association pursuant to its Bylaws. Plants and trees now or hereafter located on the Common Area shall be maintained by the Association and may not be removed except by permission of the Board of Directors. No additional plants, trees or shrubs may be planted upon the Common Area without the written approval of the Board of Directors.

(bb) Wetlands. Declarant, on behalf of itself and its successors and assigns, and on behalf of each subsequent Owner of any lot located within the Property, covenants that no alteration, including, but not limited to, clearing, filling, excavation, burning, construction activity (to include utility construction, the construction of fences or other permanent or temporary structures), and that no cultivation of gardens and lawns shall be allowed within the preserved wetlands and buffer areas, except for the following:

- i. Removal of dead or dying trees determined by a registered landscape architect or registered forester to be diseased or to be a hazard, such removal to be with the prior written consent of the Association.
- ii. Implanting of native shrubbery and trees so long it complies with all other terms of these covenants.

Furthermore, the perimeter of the buffer areas will be posted with permanent signs stating "CONSERVATION AREA - DO NOT DISTURB".

The preserved wetlands and buffer areas referenced herein are

depicted on the plat of the Property recorded in the office of the Register of Deeds for Richland County in Plat Book 57 page 2264 or will be shown on plats of subsequent phases to be recorded in the office of the Register of Deeds for Richland County and annexed and made a part of these covenants.

Any encroachment into the wetlands buffer areas by any Property Owner shall be considered a violation of the Coastal Zone Management Act, and Section 404 of the Federal Clean Water Act and shall be subject to all appropriate fines and assessments.

The provisions contained in this Article run with the property and are binding on all subsequent property owners.

(cc) Additional Restrictions for Lots Adjoining Wetlands.

i. No foliage or vegetation shall be removed or altered without the permission of the Declarant, its successors and assigns.

ii. The Owner of a lot adjacent to a wetland shall maintain the area between the Lot line and the wetland in a clean, cut (except where cutting is prohibited by the U. S. Army Corps of Engineers or any other agency having control over wetlands) condition, even though such area may be owned by the Association or others.

iii. No waste, garbage or waste water are to be discharged, dumped or otherwise placed in the wetlands.

iv. The Association shall have the authority from time to time to establish fines and regulations governing the use of the wetlands and other common areas.

ARTICLE VIII

Easements

Section 1. Reservation. Easements for installation and maintenance of utilities (including cable television and internet related services) and drainage facilities are reserved as shown on the recorded plats for use by Declarant, utility companies and public agencies in connection with this development. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels, or the easements. The use of such easement areas by the Association for access, ingress and egress to and from common areas

and the public streets is hereby specifically granted.

Section 2. Common Areas. Declarant hereby reserves unto itself, its successors and assigns, as well as for the benefit of Richland County and any other person, entity or governmental authority, providing services to the Properties under agreement with or at the direction of the Association) over all portions of the Common Area as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage, and to grant and to establish easements to cross the Common Area with pipes, utilities, power lines, gas lines, drainage and other usual and customary subdivision service facilities. The Association shall have the power and authority to grant and establish in, over, upon and across any Common Area conveyed to it such further easements as may be requisite for the convenient use and enjoyment of the property.

Section 3. Sign Easements. Easements for the maintenance of subdivision signs and landscaping and lighting surrounding same are reserved as indicated on recorded plats. Declarant hereby grants, gives and conveys to the Association a perpetual, nonexclusive easement over any portions of Lots designated as "sign easements" or "landscape easements" on the plats, to maintain, repair and replace the subdivision signs which may be located thereon, as well as the lighting fixtures and any landscaping thereon. The costs of all such maintenance, repair and replacement shall be part of the common expenses of the Association, payable by the Owners as set out in Article IV thereof. In addition to the easement granted above as to the portion of Lots designated "sign easements", or "landscaping easements" Declarant hereby gives, grants and conveys to the Association the right of ingress, egress and regress over other portions of such Lots as shall be reasonably necessary to effectuate the purposes stated above. The easements hereby granted shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning and subsequently acquiring all or a part of the Properties.

ARTICLE IX
Rights of First Mortgagees

The following provisions, in addition to the provisions set forth elsewhere in this Declaration, shall be applicable to the holders, guarantors or insurers of first mortgages upon Lots subject to this Declaration and any Amendments hereto:

Section 1. Planned Unit Development. This Declaration and other constituent documents create a planned unit development hereinafter referred to as a "PUD."

Section 2. Assessment. Any first mortgagee who obtains title to a Lot pursuant to the remedies provided in its mortgage shall

not be liable for unpaid assessments which accrued prior to the acquisition of title to such Lot by the mortgagee.

Section 3. Material Changes. Unless the Association shall receive the prior written approval of at least two-thirds (2/3) of the first mortgagees (who have informed the Association of their addresses in writing and requested to participate in such decisions), the Association shall not be entitled to do any of the following:

(a) By act or omission, seek to abandon, partition or subdivide, sell or transfer the Common Area owned, directly or indirectly, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area, shall not be deemed a transfer within the meaning of this clause;

(b) Change the method of determining the obligations, assessments, dues or other changes which may be levied against any Lot or the Owner thereof;

(c) By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance residential dwellings, the maintenance of party walls or common fences and driveways, or the upkeep of lawns, plantings, and improvements located in or on the Common Area;

(d) Use hazard insurance proceeds for loss to any Common Area improvements for other than the repair, replacement or reconstruction of such improvements.

Section 4. Taxes and Other Charges. First mortgagees of Lots subject hereto may, jointly and severally, pay taxes or other charges which are in default and which may, or have become, a charge against any of the Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of such policies for such Common Area, and first mortgagees making such payments shall be immediately reimbursed therefor by the Association.

Section 5. Rights in Insurance Proceeds and Condemnation Award. No provision of the PUD constituent documents gives an Owner or any other party priority over any of the rights of any first Mortgagee contained in its mortgage, in or to a distribution to such owner of insurance proceeds or condemnation award or losses to or a taking of the Common Area or any part thereof.

Section 6. Notice to Mortgagee. A first mortgagee, upon request, is entitled to written notification from the association of the following: (a) any default in the performance by its borrower of any obligations under the PUD constituent documents

which is not cured within sixty (60) days; (b) any condemnation loss or any casualty loss which affects a material portion of the Properties or any of such mortgagee's security; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (d) any proposed action which would require the consent of a specified percentage of the mortgage holders.

Section 7. Further Rights of Mortgagees. The Association shall make this Declaration, any bylaws or other rules pertaining to the Properties, as well as all books, records and financial statements, available for inspection by any mortgagee during normal business hours or under other reasonable circumstances. Any mortgagees, upon its request, shall be entitled to a financial statement for the immediately preceding fiscal year.

Section 8. Contract Services. No agreement or lease, entered into on behalf of the Association prior to the termination of Class B membership, as provided in Section 2(b) of this Article III, shall be binding on the Association, unless the agreement or lease shall permit termination by either party without cause and without payment of a termination fee upon written notice of ninety (90) days or less.

ARTICLE X Annexation and Further Development

Section 1. Other Residential Property. Additional residential property and common area may be annexed to the Properties at any time, with the consent of the Owners of two-thirds (2/3) of the lots. Any land within the description contained in the deed to Declarant found in Book D-1354 at page 969 in the office of the Register of Deeds for Richland County and any land which is contiguous to that land which comes into the ownership of Declarant, may be annexed by the Declarant without the consent of members.

Section 2. Common Areas. Title to any common areas located within such portions of land annexed by the Declarant as provided in Section 1 may be conveyed to the Association without its consent, or the consent of the Owners, and shall be held, improved and administered in the same manner and for the same purposes, as the land described in Article I, Section 8, hereof.

Section 3. Effect of Annexation. Additional properties and improvements, including common area, so annexed shall be merged with the Properties described herein and with any previously annexed property, and shall be subject to the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association. Annexation as provided in this Article may increase or decrease the benefits which each Owner expects to derive from the Common Area, and may increase or decrease the cost of

maintenance and operation thereof; any increase or decrease in such costs may require the Association to change the annual assessments levied in accordance with this Declaration.

ARTICLE XI
General Provisions

Section 1. Application. All Owners, employees of Owner and tenants or any other persons who may, in any manner, use the Properties or any portion thereof shall be subject to the provisions hereof and to the provisions of the Articles of Incorporation and the Bylaws of the Association.

Section 2. Enforcement. The Declarant, the Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

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Section 3. Severability. Invalidation of any one of these covenants or restrictions, by judgment or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless during the last year of such initial or then current renewal term the Owners of seventy-five percent (75%) of the Lots agree in writing to terminate this Declaration at the end of such term. This Declaration, as amended, shall constitute rights and interests appurtenant to the Properties and shall run with the title to the same. So long as Declarant owns a Lot subject to this Declaration, Declarant may, in its sole discretion, subject only to the approval of the United States Department of Housing and Urban Development, amend this Declaration as long as such amendment is not in derogation of the interest of any Mortgagee of a Lot. Any such amendment also shall constitute rights and interests appurtenant to the Properties and shall run with the title to the same. In addition to the foregoing, the Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty six and 67/100 percent (66.67%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners, provided

that (1) no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein, (2) no amendment shall adversely affect any rights or interest of Declarant as provided herein, unless agreed to in writing by Declarant, (3) no amendment shall have priority over any amendment made by Declarant in accordance with Section 4 of this Article XI, as long as Declarant owns a Lot, and (4) no amendment shall alter, modify or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee or a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment. Any amendment must be properly recorded.

The covenants and restrictions of this Declaration shall run with the land and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (2/3rds) of the lots; provided, however, that the Board of Directors may amend this Declaration without the consent of Owners to correct any obvious errors or inconsistencies in drafting, typing or reproduction or to make any changes required for FHA, VA or Conventional loan approval; provided, further, however, that Declarant reserves the right to modify unintentional violations of setback lines in its sole discretion. All Amendments shall forthwith be recorded in any public office where this Declaration may be recorded and shall be effective upon such recordation.

Section 5. Lease of Residence. No residence shall be leased for transient or hotel purposes, nor may any Owner lease less than his entire residence. Any lease must be in writing and provide that the terms of the lease and occupancy of the dwelling shall be subject in all respects to the provisions of this Declaration and of the Bylaws and Articles of Incorporation, and that any failure by any lessee to comply with the terms of such documents shall be in default of such lease.

Section 6. Liability Insurance. The Association shall obtain and maintain a broad form general liability insurance policy covering all of the Common Area and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than One Million and No/100 (\$1,000,000.00) Dollars for each occurrence, and such policies shall contain a waiver of the right of subrogation against the Association, its members, officers, agents or employees.

Section 7. Fidelity Bonds. The Association may maintain, as a common expense of the Association, blanket fidelity bond coverage against dishonest acts by officers, directors, agents and employees and all other persons handling or responsible for funds of or

administered by the Association. Such fidelity bonds shall:

(a) Name the Association as an obligee;

(b) Be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual budget of the Association, including reserves;

(c) Contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expressions; and

(d) Provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days, prior written notice to the Association.

Similar bonds may be required covering any management agent employed by the association for such agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.

Section 8. Waiver. No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

Section 9. Conflicts. In the event of irreconcilable conflicts between this Declaration and the Bylaws or Articles of Incorporation, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between the Articles of Incorporation of the Association and the Bylaws of the Association, the provisions of the Articles of Incorporation shall control.

Section 10. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and nonpersonal entities, as well as the singular and plural wherever the context provides or permits.

Section 11. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

Section 12. Total or Partial Destruction of Improvements. In the event of a total or partial destruction of any improvements on the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the owners entitled to vote at a duly

called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, the Owners of 75% of the Lots elect to rebuild.

Section 13. Stormwater Management and Sediment Control. All land disturbing activities, including but not limited to the development of Lots and construction activities on the Common Area shall conform to the requirements of the stormwater management and sediment control plan which has been approved by the State of South Carolina Land Resources Commission ("Land Resources") and the National Pollutant Discharge Elimination System ("NPDES") Permit which has been granted by the South Carolina Department of Health and Environmental Control ("DHEC"). Any additional approvals or permits required by any local, state or federal entity shall be the responsibility of the Association. Upon termination of the NPDES Permit by DHEC and final approval from Land Resources, the Association, in conjunction with the appropriate governmental entity, shall be responsible for maintaining the Common Area for stormwater management and sediment control in a manner which insures the quality practices set forth in the Land Resources plan and NPDES Permit.

IN WITNESS WHEREOF, SOUTH CAPITAL GROUP, INC. has caused this Declaration to be executed on this the 30th day of October, 2001.

WITNESSES:

SOUTH CAPITAL GROUP, INC.

Donna L. MA
James W.

BY: [Signature]
Its: PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

--- PROBATE ---

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within-named SOUTH CAPITAL GROUP, INC., by its duly authorized officer, sign the within Declaration of Covenants, Conditions and Restrictions, and, as its act and deed, deliver the same, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 30th
day of October, 2001.

Jane L. [Signature]
Notary Public for South Carolina
My Commission Expires: 6/18/2011

[Signature]