



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF Alexander Pointe

THIS DECLARATION made on this 11th day of May, 2005 by D.D.C. Properties, Inc., its successors and assigns, hereinafter sometimes called "Developer", with respect to certain real property owned by Developer, being known and referred to as Alexander Pointe and more particularly described hereinafter.

W I T N E S S E T H

WHEREAS, Developer is the fee simple owner of the real property described on Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Property".

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the property and to assure the best use and most appropriate development and improvement of the property.

WHEREAS, to this end, Developer desires to subject the Property to the covenants, conditions restrictions and easements hereinafter set forth (sometimes referred to herein collectively as "Covenants and Restrictions") each and all of which are for the benefit of the property and each owner thereof, and

NOW THEREFORE, the undersigned does hereby establish, publish and declare that the Covenants and Restrictions hereinafter set forth shall apply to all of the real property described in Exhibit

"A", becoming effective upon recording and running with the land and be binding upon and inuring to the benefit of all persons claiming under the undersigned.

ARTICLE I.

Architectural Control Committee

1. Creation and Composition. The "Architectural Control Committee" shall mean, as follows: Until all the lots in Alexander Pointe have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Developer. At such time as all of the Lots in Alexander Pointe have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Developer shall notify all the Owners of Lots in Alexander Pointe to that effect, and, thereupon, "the Developer's rights and obligations as the Architectural Control Committee shall forthwith terminate: and, thereafter, the Alexander Pointe Homeowners Association, Inc. shall have the right, power, authority, and obligation through a duly recorded written instrument, to establish a successor Architectural Control Committee and prescribe rules and regulations pursuant to which such Committee shall act.

2. Review and Approval of Plans. No Structures shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration therein be made until the plans and

specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted in duplicate to the Architectural Control Committee for written approval (1) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Alexander Pointe development and (2) as to the location of Structures in relation to surrounding Structures and topography and finished ground elevation. In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing approval by the Architectural Control Committee will not be required.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee including, without being limited to:

(a) a site plan showing the location of all proposal and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;

(b) A foundation plan;

(c) a floor plan;

(d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed;

(e) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

(f) plans for landscaping and grading.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a 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 or Structure 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 or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be renewed 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.

Neither Developer, nor any 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 Developer, nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this Article, or to any owner or property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Control Committee, to recover for any such damage.

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 whether

the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in 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.

3. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2 ½) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee.

4. Violations. If any Structure shall be erected, placed, maintained or entered upon any Lot, otherwise than in accordance with the 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 and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. 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 violation, then

the Architectural Control Committee or Developer shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

ARTICLE II.

General Covenants and Restrictions

The following covenants, conditions, restrictions and easements are herewith imposed on the Property:

1. 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; provide, however, that nothing herein shall prevent Developer or any builder of homes in Alexander Pointe from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Alexander Pointe provided, further, 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 dwellings.

2. Setbacks and Building Lines.

(a) 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. In no event shall any dwelling be erected and located upon any such lot in a manner which violates the requirements and provisions of the applicable Richland County Zoning Ordinance and Subdivision Regulations.

(b) Walls and Fences. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than said 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 under the architectural controls appearing above in Article II, Section 2. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone.

(c) Subdivision of Lots. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee, and, in such event, the building line requirements provided herein shall apply to such Lots as resubdivided or combined.

(d) 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.

3. Building Requirements The ground floor living areas of the main structure, exclusive of below ground basements, open porches, porte-cocheres, garages, carports and breezeways, shall be not less than 1100 square feet for a one-story dwelling; nor less than 1600 square feet overall enclosed existing or future living space of two stories or more, including Split-level dwellings and one and one-half (1 1/2) story dwellings.]

4. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at street intersections.

5. 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.

6. Use of Outbuildings and Similar Structures. No Structures 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 Developer and those engaged in construction from using sheds or other temporary structures during construction.

7. Completion of Construction. The Architectural Control Committee shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

8. Livestock. 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 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.

9. 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 Alexander Pointe.

10. Signs. No advertising signs or billboard 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, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Article shall not apply to anyone who becomes the Owner of any lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any proceeding in lieu thereof.

11. Aesthetics. Nature Growth. 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 approval, in writing, of the Architectural Control Committee. Clotheslines, garbage cans and equipment, shall be screened to conceal them from view of neighboring lots and streets. All residential utility service and lines to residences shall be underground.

12. Maintenance. Each Owner shall keep and maintain each lot and structure owned by him, as well as all landscapes located thereon, in good condition and repair, including, but not limited to (1) the repairing and painting (or other appropriate external care) of all Structures: (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same do not obstruct the view by

motorists or pedestrians of street traffic. If in the opinion of the Architectural Control Committee, any Owner shall fail to perform the duties imposed by this Article, the Architectural Control Committee shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, the Architectural Control Committee shall have, in addition to all other rights, the Right of Abatement as provided in Article VIII, hereof.

13. Antennae. No radio or television transmission or reception towers or antennae shall be erected on the Property without the prior written approval of the Architectural Control Committee. In no event shall free standing transmissions or receiving towers, satellite dishes or disks be permitted.

14. Trailers. Trucks. School Buses. Boats. Boat Trailers. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any lot, except within enclosed garages.

15. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping group 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 lot owner of such lot, at the lot owner's expense, upon written request of the Architectural Control Committee.

16. 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 grade of surrounding lots, unless approved in writing by the Architectural Control Committee.

17. Sewage System. Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

18. Water System. Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

19. Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewage systems, within this proposed area, which may be in variance with these restrictions.

20. Model Homes. Developer, as well as any builder of homes, in Alexander Pointe shall have the right to construct and maintain model homes on any of the lots.

21. Non-Operational Vehicles. No abandoned or unlicensed vehicles shall be maintained on any lot for a period of more than Five five (5) days. The time period shall be cumulative, and temporary movement shall not effect the period so set. Bicycles and toys shall stored in an area to be screened from view from the street.

22. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance approved by the Architectural Control Committee and of a uniform quality.

ARTICLE III.

EASEMENTS

Lots subjected to this Declaration shall be subject to those easements, if any, shown as set forth on any recorded plat thereof. In addition thereto the following perpetual easements are hereby reserved by Developer, its successors and assigns over six (6') feet on each side line of each lot and over the rear ten (10') feet of each lot subjected to this Declaration: (i) the erection, installation, construction and maintenance of wires, lines, conduits, and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar features; and

(ii) the erection, installation, construction and maintenance of storm water drains, land drains, public and private sewers, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IV.

Homeowners Association and Maintenance Charges.

The Developer has or shall incorporate under the laws of the State of South Carolina a non-profit corporation known as "Alexander Pointe Homeowners Association, Inc." for the purposes of administration of some of the functions of these covenants, for the beautification of the subdivision and of collection and disbursing the maintenance charges, to-wit:

1. Membership. Subject to the provisions of its By-Laws, every person or entity who is a record owner of any lot in Alexander Pointe Subdivision shall be a member of the Alexander Pointe Homeowners Association, Inc., subject to the voting rights as are provided in the Articles of Incorporation and By-Laws.

2. Maintenance Charges. All lots shown on the recorded plats of Alexander Pointe shall be subject to an initial annual assessment of \$100.00 per annum. Said assessment shall be due and payable on the first day of July in each year and may be adjusted by a majority vote of the members of the Association. Provided, however, no lot shall be subject to an assessment until July 1, 2006 and no lot shall be subject to an assessment while the same is owned by the Developer who intends to use the same for the purposes of construction of a residence shall be subject to assessments except to the extent the Developer elects to pay such assessments. All sums are payable to the Association and shall be administered by the officers, members and directors of the Association and may be used for the following functions, however, the Association shall be under no duty to perform said functions:

(a) Payment of the necessary charges and expenses of the operation of the association.

(b) Maintenance of all irrigation systems, landscaping and signs located on the Common Area or easement areas.

(c) Caring for vacant and untended land, if any, within Alexander Pointe Subdivision, removing grass and weeds therefrom and doing all other things necessary or desirable, in the opinion of the officers and directors of the Association, to keep all property within the Alexander Pointe Subdivision neat and in good order for the general benefit of the owners of all Lots.

(d) The payment of any expenses incident to the enforcement of these covenants, or the exercise of any powers conferred upon any Committee of the Association by the terms and conditions of these Covenants.

(e) The payment of any property taxes and assessments, if any, which may be levied by any public authority upon the Common Area which may be established for the benefit of the Owners in the Alexander Pointe Subdivision.

(f) Such other purposes and function in the opinion of the Officers, Directors and Members of the Association as may be necessary for the general benefit of the owners of Lots.

3. Beautification. The Association shall encourage the planting of flowers, grass, shrubs and other botanical beautification of all property in the Alexander Pointe Subdivision.

4. Liens. The annual assessment or charges shall constitute a lien or encumbrance upon that particular land and acceptance of each of the several Deeds or conveyance shall be construed to be a covenant by the Grantee to pay said assessment and charges, which covenant shall be for the benefit of the Association, the Developer and the owners of Lots in the subdivision and which covenants shall run with the land and be binding upon any Grantee, its heirs, successors and assigns. The Association shall have the exclusive right to take and prosecute

all actions or suits, legal or otherwise, which may be necessary for the collection of said assessments and charges.

5. Foreclosure. In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate mortgage in the State of South Carolina.

6. Limitations on Liens. The lien hereby reserved, however, shall be subject to the following limitations and exceptions, to wit:

(a) Such lien shall be at all times subordinate to the lien of any Mortgage or Lender of any sums secured by a recorded Mortgage or Deed to secure debt, to the end and intent that the lien of any Mortgagee, Trustee or Lender, legal or equitable, shall be paramount to the lien for the charges and assessments herein, provided, further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of Mortgage or Deed to secure and hold title by Deed in lieu of foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges of assessments accruing after such sale under foreclosure or such Mortgage or acquisition of title by Deed in lieu of foreclosure.

(b) Notice of any charge or assessment due and payable shall be given by filing notice of Assessment in the Office of the

Register of Deeds for Richland County, South Carolina. As to subsequent bonafide purchasers for value the lien herein reserved for charges and assessments due and payable shall be effective only from the time of the filing of said lien provided, however, that nothing herein contained shall affect the right of the Association to enforce the collection of any charges and assessments that shall become payable after the acquisition of title by such subsequent bonafide purchaser for value.

(c) The lien herein created shall be subordinate to the lien of laborers, contractors or material men furnishing labor, services or materials in connection with the construction of alteration of any improvements located on any numbered lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after foreclosure of any such lien.

7. Withdrawal. The Developer shall have the exclusive right at any time to withdraw from the Alexander Pointe Homeowners Association, Inc., all of the rights, powers, privileges and authorities granted to it as contained herein and elsewhere in the Declaration by giving notice to the Association of this transfer to the Association. Also, the Developer shall have the exclusive right to transfer and assign all of such rights, powers, privileges and authorities to, and to withdraw the same from such other person, firm or corporation as the Developer may select. In the

event of such transfer and assignment all maintenance funds then on hand shall be forthwith paid over and delivered to the transferee or assignee so selected by the Developer to be held for the purposes specified herein, and such transfer or assignee so selected by the Developer to be held for the purposes specified herein, and such transferee or assignee so selected by the Developer shall hold the same for the purposes specified herein. Such transferee or assignee by accepting such funds shall assume all obligations of the Developer hereunder.

8. Uniform Assessment. All liens, charges and assessments created hereunder must be uniformly fixed, assessed, charged and collected on all numbered lots provided however, that notwithstanding any thing herein to the contrary, Developer shall not be obligated to pay assessments.

ARTICLE V.

Annexation

Without further assent or permit from any Owner or holder of a Mortgage on any Lot, Developer, at its sole discretion, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of Alexander Pointe by filing for record a supplemental declaration in respect to the property to be then subjected to this Declaration.

ARTICLE VI.

Duration and Amendment

1. Duration. The Covenants and Restrictions of this Declaration exclusive of all easements reserved by/or on behalf of the Developer or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, (including any land annexed hereto pursuant to Article V), their respective heirs, legal representatives, successors and assigns, for a term of twenty-five(25) years from the date this Declaration is filed for record in the Office of the Register of Deeds of Richland County, South Carolina.

2. Amendment. So long as Developer owns a lot subject to this Declaration or additional realty of Developer, as set forth in Article IV of this Declaration, Developer may, in its sole discretion amend this Declaration as long as such amendment is not in derogation of the interest of any Mortgagee of a lot. Any such amendment shall be rights and interests appurtenant to the realty owned by Developer referred to herein above and shall run with the land at law.

In addition to the foregoing, this Declaration may be amended by a vote of 75% of the Owners; provided that (1) any such amendment shall not be effective until recorded in the Office of the Register of Deeds of Richland County, South Carolina. (2) any

such amendment shall not adversely affect any rights or interests of Developer under this Declaration, as the same may be amended by Developer as provided herein, unless agreed to be writing by Developer, (3) any such amendment shall not have priority over any amendment made by Developer, and (4) any such amendment shall not alter, modify or rescind any right, title, interest or Privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment.

Every purchaser or grantee of any interest in any real Property now or hereafter subjected to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

ARTICLE VII.

Enforcement

Each Lot Owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Developer, the Architectural Control Committee or any aggrieved Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. Failure by the Developer, the Architectural Control Committee or by any Owner to enforce any covenant or restriction herein contained

shalt in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Developer and the Architectural Control Committee shall have the Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. The Right of Abatement, as used in this Article means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Article, and with the cost thereof including the costs of collection including reasonable attorneys' fees, together with interest thereon at eight percent (8%) per annum, to be a binding personal obligation of such Owner enforceable at law, as well as a lien on such Owner's lot. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or

decrees or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures.

ARTICLE VIII

Loan Requirements

If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any lot in said subdivision unacceptable for any such loan, the Developer shall have the authority to alter, amend or annul any such covenants as may be necessary to make of Alexander Pointe property herein acceptable, and eligible for such loan.

ARTICLE IX.

Miscellaneous

1. Applicable law. The law of the state of South Carolina shall govern the terms and conditions of this Declaration.

2. Severability. If any term or provision of this Declaration or the application thereof to any Person or

circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.


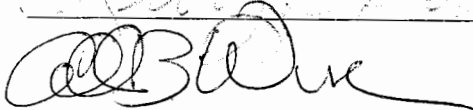
3. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the other.

4. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

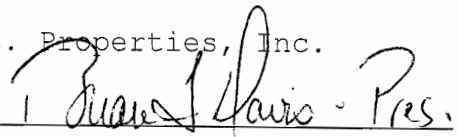
5. Notice. Any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this paragraph. If any Person consists of more than one person or entity, notice to one as provided shall be notice to all.

IN WITNESS WHEREOF, The Developer, D.D.C. Properties, Inc., has caused these presents to be executed on the day and year first above written.

EXECUTED AND DELIVERED
IN THE PRESENCE OF:

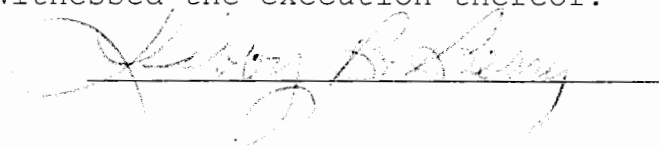
D.D.C. Properties, Inc.

BY:  - Pres.

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named D.D.C. Properties, Inc., sign, seal and as its act and deed, deliver the within written Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein mentioned and that s/he with the other witness whose signature appears above witnessed the execution thereof.



SWORN to before me this

11th day of May, 2005.

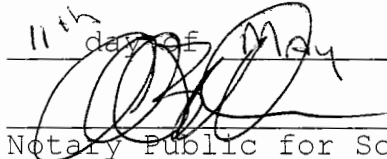

(L.S.)
Notary Public for South Carolina
My Commission Expires: 2/20/07

EXHIBIT "A"

(Legal Description)

All those certain pieces, parcels or tracts of land, with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and delineated as Lot Numbers: 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 61, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, and 108 of Alexander Pointe Subdivision, Phase I-A as shown upon Bonded Plat of Alexander Pointe Subdivision PH I-A, dated November 9, 2004, and prepared for D. D. C. Properties, Inc. by W,K,Dickson, Russell H. Wright, SCRLS No. 17934 and recorded in the office of the Register of Deeds for Richland County in Record Book 01052 at page 0867. Reference to said plat being craved for a more complete and accurate description.