

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Norich, LLC,)

Grantor,)

to)

John Doe,)

Grantee,)

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS
AND EASEMENTS**

THE VIEW SUBDIVISION PHASE IIB

THIS DECLARATION is made this 24th day of May, 2013, by Norich, LLC, a South Carolina limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article 1, Section 1.13 of the Declaration; and

WHEREAS, Declarant is developing a residential subdivision on the Property to be known as The View Subdivision, Phase IIB; and

WHEREAS, Declarant desires to provide for the preservation of the value of the Property and to assure for a uniform and consistent or harmonious development and improvement of the Property; and

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

NOW, THEREFORE, in consideration of the benefits to be derived by Declarant and subsequent owners of lots within the Property, the undersigned does hereby establish, publish and declare that the Covenants and Restrictions hereinafter set forth shall apply to the Property, becoming effective immediately and running with the land, to be binding upon all persons now claiming or hereafter owning or claiming an interest in any portion of the Property.



ARTICLE I

DEFINITIONS

- 1.1 "Architectural Review Committee" shall mean as follows: Until all Lots in The View Subdivision Phase IIB have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Review Committee shall mean the Declarant or Declarant's designee unless Declarant elects to transfer its rights to a separate committee consisting of Lot Owners. At such time as all of the Lots have been fully developed, permanent improvements constructed thereon, and sold to permanent residents or at such time as Declarant desires to transfer responsibility for architectural review, Declarant shall so notify the Board, and, thereupon, the Declarant's rights and obligations as the Architectural Review Committee shall forthwith terminate. Thereafter, the Architectural Review Committee shall consist of the Board or such other members as the Board may appoint. Declarant may terminate its rights and obligations as the Architectural Review Committee at an earlier date than that set forth above upon notice to the Owners.
- 1.2 "Association" means Norich, LLC, a South Carolina non-profit corporation, and its successors and assigns.
- 1.3 "Board" means the board of directors of the Association.
- 1.4 "Builders" means Owners who build improvements on a Lot for sale to third parties and not for personal occupancy or use.
- 1.5 "Common Areas" means such real property (including any improvements thereon) as may from time to time be designated by Declarant at its sole option for the common use and enjoyment of the Owners or conveyed to the Association in fee simple or by easement.
- 1.6 "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.
- 1.7 "Declarant" means Norich, LLC, a South Carolina limited liability company, or such successor-in-title to Norich, LLC, to all or some portion of the property then subjected to this Declaration, provided that in the instrument of conveyance to

any successor-in-title, such successor-in-title is expressly designated as the "Declarant" hereunder at the time of such conveyance.

- 1.8 "Lot" means any numbered plot or lot of land located on the Property and comprising a single dwelling site as shown on the Plat or as shown on any plat of land hereafter made subject to this Declaration.
- 1.9 "Mortgage" means any mortgage or any other similar instrument given to secure the payment of an indebtedness and which encumbers any Lot or any portion of the Common Areas.
- 1.10 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the property.
- 1.11 "Persons" means an individual, corporation, partnership, trust or any other legal entity.
- 1.12 "Plat" means the Bonded Subdivision Plat of The View Subdivision, Phase IIB, prepared by Karl E. Alewine, dated March 7, 2013, recorded in the Office of the Register of Deeds for Richland County in Book "1863", Page 1290, and any future recorded plat of the Property.
- 1.13 "Property" means those certain parcels of real property more particularly described on Exhibit "A" attached hereto and incorporated by reference.
- 1.14 "The View" means that certain residential community known as The View Subdivision Phase IIB which is being developed on the Property by Declarant, which specifically includes the Common Areas, in Richland County, South Carolina, together with such additions thereto as may from time to time be designated by Declarant.
- 1.15 "Structure" means (a) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation any building or part thereof, garage, porch, shed, greenhouse, coop or cage, covered or uncovered patio, swimming pool, fence, driveway, curbing, paving, wall, landscaping, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvements to such Lot; and (b) any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel to, from, upon or across any Lot.

ARTICLE II

ARCHITECTURAL REVIEW

- 2.1 Review and Approval of Plans. No Structure 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 to the Architectural Review Committee for written approval (i) as to the standards of The View and (ii) as to the location and height of Structures in relation to surrounding Structures and topography and finished ground elevation. In the event the Architectural Review Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after the same have been submitted in writing, approval by the Architectural Review Committee shall be deemed granted. Unless otherwise approved by the Architectural Review Committee, all Structures shall comply with the following general standards:
- (a) Site location and height of Structures will be subject to consideration of topography, tree cover, elevations visible from streets and other Lots, and similar factors in order to ensure, to the extent practical, harmonious development of all Lots.
 - (b) Area of front yards which are not developed as planting areas must be sodded with grass within ninety (90) days after completion of the dwelling constructed on the Lot. "Front yards" includes all yards facing a street.
 - (c) Permitted construction materials include brick, hardi-plank, vinyl, "Miami Stone". Construction materials such as aluminum siding, pastel brick, or similar material, Jalousie windows, light-colored shingles, solar panels and plywood siding will not be allowed, unless prior written approval is provided by the Architectural Review Committee on a case-by-case basis. Nothing herein to the contrary, vinyl shall be a permitted material for trim only.
 - (d) Artwork, sculpture and other decorative yard fixtures, excepting seasonal decorations such as Christmas decorations, will not be allowed except upon approval by the Architectural Review Committee on a case-by-case basis.
 - (e) Dead trees which pose a hazard to a Structure or a road must be removed during construction. After occupancy, trees that die or which pose a hazard to a Structure or a road must be removed within a reasonable time period.

- (f) All landscaping, whether naturalized or more formal, must be maintained in an attractive condition.
 - (g) Removal of trees more than eight (8) inches in diameter at breast height and more than ten (10) feet outside the footprint of the approved house plan shall be subject to approval of the Architectural Review Committee. In addition to the foregoing, the Architectural Review Committee may establish additional standards, which shall be binding on all Owners,
- 2.2 Required Submissions. An Owner may be required to pay a non-refundable processing fee of Three Hundred Dollars (\$300.00) at the time plans and specifications are submitted to the Architectural Review Committee, Plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Committee including, without being limited to:
- (a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;
 - (b) a floor plan;
 - (c) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed;
 - (d) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures;
 - (e) plans for grading; and
 - (f) plans for landscaping (to be submitted not less than 60 days before anticipated completion of the dwelling), The Architectural Review Committee may from time to time set forth minimum landscaping guidelines for Builders, which if complied with will not require submission of landscaping plans for each Lot owned by Builders.

Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Review

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 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. The Declarant, the Architectural Review Committee, and its members shall not be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Review Committee. Further, the Declarant, the Architectural Review Committee, and its members shall not be liable in any way to anyone submitting plans or specifications for approval under this Article, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence, gross negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Any person submitting plans and specifications to the Architectural Review Committee for approval agrees by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Review Committee, to recover for any such damages.

- 2.3 **Violations.** If any Structure is erected, placed, maintained or altered upon any Lot, other than in accordance with the plans and specifications approved by the Architectural Review 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 Review Committee, such violation shall have occurred, the Architectural Review Committee shall, within its discretion, (a) execute a written waiver or variance with respect to the violation, or (b) 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 of violation, then the Architectural Review Committee or Declarant shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. The Architectural Review Committee may assess Thirty Dollars (\$30.00) per day against an Owner for each event of non-compliance or

violation, which assessment shall be a lien on the Owner's Lot with the Board to have time same powers of enforcement as are provided for assessments under Article VII hereof.

ARTICLE III

COMMON AREAS

- 3.1 Development and Maintenance of Common Areas. The design and quality of any improvements and landscaping within the Common Areas shall be determined by Declarant in its sole discretion. The Association shall maintain, repair and replace, as it deems desirable, all improvements and landscaping within the Common Areas. The Common Areas shall be subject to a general easement reserved to Declarant for the installation of utility lines within the Common Areas. Streets, utility lines and storm drainage facilities shall not be part of the Common Areas, but shall be dedicated to the public, subject to a non-exclusive easement to all Owners for ingress and egress over such streets until they are dedicated to the public.
- 3.2 Title to Common Areas. Declarant may retain the legal right to the Common Areas until such time as the improvements thereon have been completed and until such time as, in the opinion of Declarant, the Association is able to maintain the same but, notwithstanding any provisions herein, Declarant hereby covenants, for itself, its successors and assigns that it shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, upon the termination of the Declarant Control Period described in Article VI.

ARTICLE IV

RESTRICTIONS AND COVENANTS

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

- 4.1 Residential Use of Property. All Lots (except any Lot or portion thereof dedicated as a Common Areas) shall be used for single family residential purposes only and no business or business activity of any nature shall be carried on upon any Lot at any time; provided, however, that nothing herein shall prevent Declarant or any builder of homes in The View 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 the Property.

4.2 Setbacks and Building Lines.

- (a) Location of Structures. The location of all Structures on each Lot shall be subject to the approval of the Architectural Review Committee and shall also comply with the then applicable setback requirements of the applicable jurisdiction. The Architectural Review Committee, in its sole discretion, may vary and modify any or all of time front, rear, and/or side set back lines on a case-by-case basis based upon the actual physical building conditions on any Lot. No Structure shall encroach upon the easement areas reserved by Declarant as set forth herein without the prior written approval of the Architectural Review Committee.
- (b) Walls and Fences. All fences and walls shall be erected, placed, or altered on a Lot only as approved by the Architectural Review Committee.
- (c) Combination and Subdivision of Lots. One or more Lots or parts thereof may be combined to form one single building Lot when approved, in writing, by the Architectural Review Committee, and in such event, the requirements provided herein shall apply to such Lots as combined. No Lot shall be subdivided except in connection with the combining of Lot as approved in writing by the Architectural Review Committee.
- (d) Terraces, Eaves and Detached Garages. For time purpose of determining compliance with the building setback requirements set forth in subparagraph (a) above, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a dwelling shall not be considered as a part of time dwelling, A detached garage or accessory outbuilding must be to the rear of the main dwelling unless otherwise approved by the Architectural Review Committee must not encroach upon the property of an adjacent Owner, must be set back from property lines as approved by the Architectural Review Committee and must be in compliance with applicable zoning regulations

4.3 Building Requirements. Not more than one single family dwelling shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Review Committee. The enclosed existing heated living space of the main structure, exclusive of unfinished space, open porches, portecocheres, garages, carports and breeze ways, shall not be less than 1,800 square feet for all dwellings. Finished rooms over a garage shall be included in determining whether the square footage requirement has been met.

4.4 Obstructions to View at Intersections. No branches of trees or other vegetation

shall be permitted to obstruct the view at intersections

- 4.5 Delivery Receptacles and Property Identification Markers. The Architectural Review Committee shall approve the location and design, including color, size, lettering, and other particulars, for receptacles for the receipt of mail, newspapers or similarly delivered materials. The Architectural Review Committee may at its option require a uniform design for some or all Lots. Property identification markers are also subject to approval of the Architectural Review Committee.
- 4.6 Use of Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the Architectural Review 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 paragraph shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.
- 4.7 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot with the exception of dogs, cats or other usual and common household pets; provided however those pets which are permitted to roam free, or which in the sole discretion of the Association, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any property located adjacent to the Property may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall, at all times whenever they are outside an Owner's Lot, be confined on a leash held by a responsible person.
- 4.8 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. The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of the Property,
- 4.9 Signs. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot. Notwithstanding the foregoing, Declarant and realtors retained by Declarant shall be entitled to place "For Sale" signs on Lots, whether or not improved, owned by Declarant. Declarant may also in its discretion

authorize contractors constructing speculative homes to post "For Sale" signs. At such time as Declarant has sold all of the Lots, or earlier at the election of Declarant, the approval of signage shall be turned over to the Architectural Review Committee. Thereafter, the Architectural Review Committee shall determine whether "For Sale" signs shall be permitted and the size and design of any permitted signs.

- 4.10 Required Screening. Garbage cans and equipment shall be screened to conceal them from view of streets.
- 4.11 Maintenance. Each Owner shall keep and maintain each Lot and the Structures owned by such Owner, as well as all landscaping located thereon, in good condition and repair.
- 4.12 Antennae. No radio or television transmission or reception towers, antennae, satellite dishes or similar equipment shall be erected on the Property without the prior written consent of the Architectural Review Committee in its sole discretion. Notwithstanding the foregoing, freestanding transmission or receiving towers, satellite dishes or disks that do not exceed one (1) meter in diameter (i.e., those products normally installed to provide satellite television service) shall be permitted on the Property without consent of the Architectural Review Committee, so long as they are placed at the rear of the dwelling and are screened to conceal them from view of streets.
- 4.13 Vehicles. All vehicles must be parked either in a garage or in the driveway serving a Lot, or in other appropriate space on a Lot approved for parking by the Architectural Review Committee. (Nothing herein shall be construed as requiring construction of garages). Provisions must be made by each Owner of a Lot for paved parking for at least two automobiles belonging to occupants and guests. The parking of automobiles on streets for long periods of time during the day and night, except for social gatherings and functions, is prohibited. All commercial vehicles with over six wheels, tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and other water craft, and boat trailers and any unregistered vehicles must be parked entirely within a garage unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have been parked in the garage as originally constructed. Any vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association at the sole expense of the Owner of such vehicle or

recreation equipment if it remains in violation for a period of twenty-four (24) hours. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise; nor guilty of any criminal act by reason of such towing and neither its removal or failure of the Owner to receive any notice of said violation shall be grounds for relief of any kind.

- 4.14 Garbage and Refuse Disposal / Clotheslines. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If litter or other materials are found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense. No permanent clothesline shall be permitted on any Lot.
- 4.15 Changing Elevations. No 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 or water run-off to other Lots, unless approved in writing by the Architectural Review Committee.
- 4.16 Sewage System. Sewage disposal shall be through the sanitary sewer system serving The View.
- 4.17 Water System. Water shall be supplied through time water system serving the View.
- 4.18 Utility Facilities. Declarant reserves the right to approve the construction, installation and maintenance of utility facilities, including but not limited to water, telephone, gas, electricity and sewerage systems, in variance with time provisions of this Declaration.
- 4.19 Street Lights. Each Owner will be charged a proportional monthly rate for street lighting service. This proportional rate billed to the Owner will be part of time monthly electric utility bill.
- 4.20 Model Homes. Declarant, as well as any builder of homes in The View, shall have the right to construct and maintain model homes on any of the Lots.
- 4.21 Driveways and Entrances to Garages. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Review Committee and of a uniform quality. Side entrance garages and detached

garages to the rear of a Lot are specifically permitted under this Declaration, but must be approved by the Architectural Review Committee as part of the plan review and approval pursuant to Article U.

- 4.22 Exterior Lighting. Exterior lights shall be subject to written approval in advance by the Architectural Review Committee.
- 4.23 Swimming Pools and Tennis Courts. Swimming pools must be in-ground and both swimming pools and tennis courts must be located to the rear of the residence on a Lot, unless a different location is authorized in writing by the Architectural Review Committee. All swimming pools and tennis court installations must conform to the same setback lines and building requirements as dwellings and other buildings.
- 4.24 Additions to Lots. In time event any Owner purchases land adjoining such Owner's Lot, but not presently within time boundaries of The View, such added land shall be deemed annexed into The View and subject to the terms and provisions hereof.
- 4.25 Guns. The use of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firemans of all types, regardless of size.
- 4.26 Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Property shall be installed constructed or operated within the Property, unless approved by the Architectural Review Committee.
- 4.27 Drainage. No Owner shall do or permit any work, construct any improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern of the Property, except to the extent such alteration and drainage pattern is approved in writing by the Architectural Review Committee or Board and except for rights reserved to Declarant to alter or change the drainage patterns.
- 4.28 Construction Regulations of the Architectural Guidelines. All Owners and contractors shall comply with construction guidelines promulgated by the Architechtural Review Committee Owners or their builders may be required to pay a deposit to the Association to secure such performance. Such guidelines may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; outside storage; restoration of damaged property;

conduct and behavior of builders, subcontractors and Owners' representatives on the Property at any time; the conservation of landscape materials; and fire protection.

- 4.29 Continuity of Construction. All improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within twelve (12) months of commencement, unless an exception is granted in writing by the Architectural Review Committee. If an improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required 12-month period, then after notice and hearing before the Board, the Association may impose a fine of not less than Five Hundred Dollars (\$500.00) per day on the Owner of the Lot until construction is resumed, or the improvement is completed, as applicable unless the Owner can prove to the satisfaction of the Board that such abandonment is for circumstances beyond the Owner's control. Such charges shall be a lien upon the Lot with the same priority and with the Board to have the same powers of enforcement as provided for assessments under Article VII hereof. Landscaping shall be completed within ninety (90) days after the completion of a dwelling on a Lot or a fine of Ten Dollars (\$10.00) per day may be levied by the Board against the Lot Owner.
- 4.30 Leasing. The Owner of a Lot shall have the right to lease his or her dwelling, subject to the following conditions: (a) all leases shall be in writing and for a minimum term of ninety (90) days; (b) the lease shall be specifically subject to this Declaration and any failure of a tenant to comply with this Declaration shall be a default under the lease; and (c) the Owner shall be liable for any violation of this Declaration committed by the Owner's tenant, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant.
- 4.31 Well Limitation; Water Supply. No individual water system or well of any type shall be maintained, drilled or permitted on any Lot; provided, however, wells solely for lawn irrigation purposes may be approved in writing by the Architectural Review Committee on a case-by-case basis. The central water supply system operated by the City of Columbia, its successors or assigns shall be used as the sole source of water for all purposes on each Lot (including but not limited to water for all water spigots and outlets located within and without all buildings, air-conditioning and heating, irrigation purposes, swimming pools or other exterior uses), and each Owner, at his expense, shall connect his water lines to the water distribution main provided to serve the Owner's Lot and shall pay the connection and water meter charges established by the City of Columbia. After such connection, each Owner shall pay when due the periodic charges or rates for the

furnishing of water made by the supplier thereof.

- 4.32 Sewage Disposal. Each Owner of a Lot, at such Owner's expense, shall connect the Lot's sewage disposal line to the sewage collection line provided to serve that Owner's Lot so as to comply with the requirement of such sewage collection and disposal service of the City of Columbia, or its successors or assigns. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No private sewage disposal unit shall be installed or maintained on the land covered by this Declaration, No individual septic tanks or drain fields shall be permitted on any Lot. City of Columbia, its agents, successors or assigns, shall have the right of access to all portions of its sewer system located within the Property, in accordance with easements as reserved by the Declarant herein, and as shown on all recorded plats. Each Lot Owner shall be responsible for obtaining a sewer tap certificate at the expense of the Owner of the Lot The Owner of each Lot shall be subject to all sewer charges assessed upon the Property by City of Columbia.
- 4.33 No Overhead Wires. All telephone, electric and other utility lines and connections between the main utility lines and the residence or other building located on each Lot shall be concealed and located under ground, unless necessary to maintain existing electrical service, Each Owner requiring an original or additional electric server shall be responsible to complete at his expense the secondary electric service, conduits, wires, conductors and other electric facilities from the point of the applicable transformer to the Owner's improvements, and all of the same shall be underground and remain the property of the Owner of each such Lot.

ARTICLE V

EASEMENTS

- 5.1 General Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. In addition, a general easement for installation and maintenance of utilities and drainage facilities and for maintenance of Common Areas and facilities is reserved over a ten (10') foot area along each front Lot line, a ten (10') foot area along each rear Lot line and a five (5') foot area along each side Lot line. A general easement for the aforesaid purposes is also reserved over all Common Areas including all street rights-of-way. Within these easements no structure, 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 of flow of drainage

channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each Lot and all improvements on 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. By virtue of this easement it shall be expressly permissible and proper for the companies providing electricity, telephone, cable television, and other communication services to install and maintain necessary equipment on the Property and to affix and maintain electricity, communications, cable television and telephone wires, conduits and circuits under the Property. No water, sewer, gas, telephone, electricity, cable television or communication lines, systems, or facilities may be installed or relocated on the surface of the Property unless approved by the Architectural Review Committee. Such utilities temporarily may be installed above ground during construction, if approved by the Architectural Review Committee. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable documents, Declarant shall have the right and authority to grant such easement upon, across, over or under any part or all of the Property over which said easement has been created and reserved without conflicting with the terms of this Declaration or the necessity of joining any Owner in the execution thereof. This general easement shall in no way affect, avoid, extinguish or modify any other recorded easements on the Property. The easements set forth herein are reserved solely for Declarant and such utility companies and authorities as Declarant may permit to use such easements. Such easement rights may be waived in full or in part or terminated by Declarant in its sole discretion. Such easement rights shall automatically be transferred to the Association when Declarant conveys the last Lot in The View.

- 5.2 Emergency Easement. A general easement is hereby granted to all police, sheriff fire protection, ambulance and other similar emergency agencies or person to enter upon all streets and upon the Property in the proper performance of their respective duties.
- 5.3 Maintenance Easement. An easement is hereby reserved to the Association and any member of the Board and their respective officers, agents, employees and assigns, upon, across, over, in and under the Lots, and a right to make such use of the Lots, as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to this Declaration, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of improvements on such Lot as required by this Declaration.

ARTICLE VI

PROPERTY OWNERS ASSOCIATION

- 6.1 Membership. Every Owner of a Lot in The View shall be a member of the Association. Any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a member. Membership shall be appurtenant to, and shall not be separated from, any Lot.
- 6.2 Voting Rights. The Association shall have two classes of voting membership:
- (a) Class A: Class A Members shall be entitled to one vote for each Lot owned, Declarant may become a Class A Member upon the expiration of its Class B membership status as hereinafter set forth. When more than one person holds title to any Lot, all such persons shall be Members and the one vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
 - (b) Class B: The sole Class B Member shall be the Declarant, its successors and assigns, until such time as the Declaration Control Period (as defined in Section 6.3 below) is terminated. The Declarant shall be entitled to one vote for each Lot owned,
- 6.3 Declarant Control Period. Declarant shall appoint an initial Board of Directors to serve until Declarant shall relinquish control and their successors have been elected and qualified. Declarant shall release control upon calling a meeting of the Owners for purposes of taking control, which meeting shall be called no later than the earlier of the following events: (i) Four (4) months after all of the Lots in The View have been conveyed to the Owners; or (ii) Five (5) years from the date of the conveyance of the first Lot to Owners other than Persons constituting Declarant.
- 6.4 Board of Directors. The administration of the Association shall be vested in the Board established and governed by the By-Laws of the Association.
- 6.5 Withdrawal. The Declarant shall have the exclusive right at any time to withdraw from the Association, and to transfer to the Association all of the rights, powers, privileges and authorities granted to it as contained herein and elsewhere in the Declaration by giving written notice to the Association Declarant shall also have

the exclusive right to transfer and assign all of its rights, powers, privileges and authorities to, and to withdraw the same from, such other person, firm or corporation as the Declarant may select. In the event of such transfer and assignment, all maintenance and assessment funds then on hand shall be forthwith paid over and delivered to the transferee or assignee so selected by the Declarant to be held for the purposes specified herein, and such transferee or assignee so selected by the Declarant shall hold the same for the purposes specified herein. Such transferee or assignee by accepting such funds shall assume all obligations of the Declarant hereunder, and Declarant shall have no further responsibility or liability with respect thereto.

- 6.6 Limitation of Liability and Indemnification. The Association shall indemnify every Board member and committee member against any and all expenses, including trial and appellate attorneys' fees and costs reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he or she may be party by reason of being or having been a Board member or committee member. The Board members and committee members shall not be liable for any mistake of judgment negligent or otherwise except for their own individual willful malfeasance misconduct or bad faith. The Board members and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Board member or committee member may also be members of the Association), and the Association shall indemnify and forever hold each such Board member or committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be in addition to any other rights to which any Board member or committee member may be entitled.
- 6.7 Insurance. The Board shall have the authority to obtain insurance for all insurable improvements on the Common Areas. This insurance may cover loss or damage by fire or other hazards, including extended coverage vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazards. Alternatively, the Board may purchase "all-risk" coverage in like manner. The Board may also obtain a public liability policy applicable to the Common Area covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The Board shall also have the authority to obtain any other insurance they believe necessary, including, but not limited to directors and

officers liability coverage. Premiums for any insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. Any insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

- 6.8 Management of Association. In order to insure the Association complies with its obligations and responsibilities herein, the Board shall continuously employ a third party property management company or other qualified professional company to manage the Association whose duties shall include, by way of example, but not limitation, collection of Assessments accounting for operational expenses preparation of budgets, procurement and maintaining of required insurance, contracting with third party service providers (landscaping, etc.) and other obligations of the Association, as more fully outlined herein. The property management fee shall be part of the annual assessment.

ARTICLE VII

MAINTENANCE ASSESSMENTS

- 7.1 Maintenance and Other Charges. Every Owner of a Lot, excluding Builders and Declarant, shall be Personally obligated to pay to the Association an annual assessment at a rate to be determined by the Board, not exceeding Two Hundred Fifty Dollars (\$250.00) per annum through the end of the 2011 calendar year exclusive of the Association's collection fees, attorneys fees and court cost incurred in Collecting the assessments, or in enforcing or attempting to enforce the Declaration and By-Laws established or amended from time to time by the Declarant or the Board. Said assessment shall be due and payable on the first day of each year and may be adjusted, either by decreasing the same or increasing the same, by the Board after the termination of the Declarant Control Period. Notwithstanding the foregoing, no assessment shall be due from Declarant with respect to any unimproved Lot owned by Declarant until the termination of the Declarant Control Period. The annual assessment shall be prorated if the Owner first becomes obligated to pay the assessment other than on the first day of the year. Declarant may voluntarily agree to pay assessments it is not obligated to pay hereunder and in such event the Declarant may at any time thereafter elect to discontinue such payments. 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 functions hereinafter set out, it being expressly stipulated that the Association is empowered to perform any and all of said functions, but that it shall be under no duty to perform, or to continue to perform, any of said functions, to-wit;

- (a) Payment of (the necessary charges and expenses of the operation of the Association.
- (b) Maintenance of all Structures, irrigation systems, landscaping, lighting and utility lines, if any, located within any Common Areas.
- (c) Maintenance of any entrance sign area, including any related irrigation systems, landscaping and lighting, whether located within the Common Areas or within the right-of-way of a public road.
- (d) Payment for insurance costs in obtaining insurance pursuant to Section 6.7 of the Declaration,
- (e) Payment of any expenses incident to the enforcement of this Declaration and restrictions, or the exercise of any powers conferred upon the Association by the terms and conditions of this declaration and restrictions
- (f) The payment of property taxes and assessments, if any, which may be levied by any public authority upon the Common Areas.
- (g) Establishment of a maintenance and replacement reserve.
- (h) Such other purposes and functions as, in the opinion of the Board, are necessary for the general benefit of the Owners of Lots in The View, which may be specially assessed.

7.2 Special Assessments. In addition to the annual assessment, the Association may levy, in any period, a special assessment (which must be fixed at a uniform rate for all Lots) for the purpose of defraying, in whole or in part, the cost of any construction or any reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures, equipment and personal property relating thereto, the funding of a reserve or to cover any unexpected shortfall in the cash flow of the Association provided that such assessment shall have the assent of more than one half (1/2) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners not less than

thirty (30) days and no more than sixty (60) days in advance of the meeting provided, however, these periods for notice may be shorter as necessary to obtain funds for emergency repairs to the structures on the Common Area. The due date or due dates of any installment of any special assessment shall be fixed in the resolution authorizing such special assessment.

- 7.3 Liens. The assessments against a Lot shall constitute a lien and encumbrance upon the Lot, and acceptance of a deed of a Lot shall constitute a covenant by the Owner to pay said assessments and collection fees, attorneys fees and court cost incurred in collecting the assessments, or in enforcing or attempting to enforce the Declaration and By-Laws established or amended from time to time by the Declarant or the Board, which covenant shall be for the benefit of the Association, the Declarant and the Owners of Lots in The View and which covenants shall run with the land and be binding upon any Owner, 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.
- 7.4 Foreclosure. The Association shall have the right to foreclose upon the lien(s) created herein in accordance with the laws of the State of South Carolina.
- 7.5 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 recorded Mortgage, to the end and intent that the lien of any mortgagee, 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 by foreclosure sale or 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 and assessments accruing after such foreclosure sale or deed in lieu of foreclosure.
- (b) Notices of liens shall be filed in the Office of the Register of Deeds or the Office of the Clerk of Court, or their successors, as appropriate, of Richland County, South Carolina, As to subsequent bona fide 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 such notice of 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 bona fide purchaser for value.

(c) The lien herein created shall be subordinate to the liens of laborers, contractors or materialmen furnishing labor, services or materials in connection with the construction or alteration of any improvements located on any Lot, except that nothing here 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 or deed in lieu thereof.

7.5 Uniform Assessment. All liens, charges and assessments created hereunder must be uniformly fixed, assessed, charged and collected on all Lots, each Owner to be charged equally without regard to the relative size or value of the Lots, provided however; that notwithstanding anything herein to the contrary, Declarant obligations to pay assessments shall be governed by Sections 7.6 below.

7.6 Assessment Obligation to Declarant. It is anticipated that the Lots owned by Declarant will not be furnished all of the services available to Lots which have been acquired by other owners and such Lots shall be subject to assessments as follows: (a) until the Declarant Control Period is terminated, Lots owned by Declarant or by a builder to whom Declarant extends the same exemption prior to the sale of an improved Lot shall be exempt from the payment of assessments. In lieu thereof, Declarant agrees to pay to the Association a monetary contribution toward any operating deficit experienced by the Association, it being Declarant's intention to insure proper maintenance of the Common Areas until such time as the Association can properly maintain them. The existence of an amount of any such deficit shall be determined by subtracting the cash expenses of operation from the total amount received by the Association from the Owners; and (b) when the Declarant Control Period is terminated, all Lots owned by Declarant shall become subject to payment of the full annual assessment, prorated as of such date for the remaining portion of the year and thereafter. For all purposes, Declarant shall thereafter be subject to the same assessment obligations as all other Owners and its Lots subject to the lien rights of the Association.

ARTICLE VIII

ENFORCEMENT

8.1 Enforcement. Each Owner shall comply strictly with the terms, 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

Declarant, the Architectural Review Committee, the Association 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 Declarant, the Association for itself or acting through the Architectural Review Committee 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.

- 8.2 Abatement in addition to the above rights, the Architectural Review Committee shall have the right to 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 Review 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, bi-each or other condition which may exist thereon contrary to the provision 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.
- 8.3 Expenses. All expenses incurred by the Architectural Review Committee on behalf of the Association or the Association in enforcing this Declaration, including costs of collection and reasonable attorneys' fees, together with interest thereon at twelve (12%) percent per annum, shall be a binding personal obligation of the Owner violating this Declaration.

ARTICLE IX

LOAN REQUIREMENTS

If any provision of this Declaration shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other recognized institution, agency, public or private, granting or insuring loans or purchasing loans on the secondary market, and shall render any Lot unacceptable for any such loan, the Declarant shall have the authority in its discretion to alter, amend or annul any such provision as may be necessary to make Lots acceptable and eligible for such loans.

ARTICLE X

DAMAGE OR DESTRUCTION

In the event of damage or destruction to the improvements located on any Lot, the Owner thereof shall promptly repair and restore the damaged improvements to their condition prior to such damage or destruction, or if such repair or restoration is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair and reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then the Association may impose a fine of not less than One Hundred Dollars (\$100.00) per day on the Owner of the Lot until repair and reconstruction is commenced, unless the Owner can prove to the satisfaction of the Association that such failure is due to circumstances beyond the Owner's control. Such charges shall be a lien upon the Lot with the same priority and with the Board to have the same powers of enforcement as provided for assessments under Article VII hereof.

ARTICLE XI

DURATION AND AMENDMENT

- 11.1 Duration. The covenants, restrictions and all other provisions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of thirty (30) years from the date this Declaration is filed for record in the Office of the Register of Deeds (or its successor) of Richland County, South Carolina, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of three fourths (3/4) of the Lots has been recorded, agreeing to abandon or change this Declaration in whole or in part. Upon termination of this Declaration, all easements set forth herein or on the Plat shall not be terminated but shall continue in perpetuity to benefit the property being served thereby.
- 11.2 Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) if such amendment is required by an institution or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or

purchase mortgage loans on the Lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, until the termination of the Declarant Control Period, Declarant may unilaterally amend this Declaration for any other purpose.

In addition to the above, this Declaration may be amended by the Declarant during the Declarant Control Period. Thereafter, this Declaration may be amended by a document of equal dignity signed by the owners of two-thirds (2/3) of the lots in The View Subdivision. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

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

ARTICLE XII

PROPERTY RIGHTS

- 12.1 Owner's Easements and Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and roadways which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions: It is the intent of the Association to dedicate or transfer all roadways, drainage ditches, and associated easements to a public agency for the purpose of their maintenance. Declarant and, thereafter, the Board on behalf of the Association has power to grant easements of right-of-way to public authorities or others for the installation and maintenance of roads, sewerage, utilities and drainage facilities thereon, over, under and across the Common Areas and the property such to tile easements shown on the Plat without the consent of the membership, when, in the sole opinion of such Board, such easements do not interfere with the use and enjoyment of the Common Areas or are necessary for the convenient use and enjoyment of the Common Areas.
- 12.2 Use by Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to such Owner's tenants or contract purchasers and their agents, contractors and invitees.

- 12.3 Rules and Regulations Regarding Parking Rights. The Board may make such reasonable rules and regulations as it may elect with respect to the parking of vehicles on the Common Areas and the use of roads of The View provided all such rules and regulations are applied uniformly to all Owners and their employees, agents and invitees.

ARTICLE XIII

MISCELLANEOUS

- 13.1 Applicable Law. The law of the State of South Carolina shall govern the interpretation of this Declaration 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.

Number and Gender. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the other.

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.

Notice. Any notice to an Owner required or permitted to be given pursuant to this Declaration shall be in writing and hand delivered or sent by postage prepaid mail to the Owner at the Owner's Lot address, or to such other address as the Owner may designate to the Declarant or the Association. Any such notice shall be effective upon hand delivery or mailing in conformity with this paragraph. If any Owner consists of more than one Person, notice to one Person as provided herein shall be notice to all.

Assignment. Declarant may assign all or any part of its rights hereunder to any successor who takes title to all or part of the Property in a bulk purchase for the purpose of development and sale. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in written instrument duly recorded in the Office of the Register of Deeds (or its

