

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR THE COVES ON RIVER OAKS-PHASES II AND III

PREAMBLE

WHEREAS, MAY GREEN PROPERTIES, LLC hereinafter called the "Declarant" previously executed and recorded a document entitled "Declaration of Covenants and Restrictions for The Coves on River Oaks-Phase II" on October 1, 2012 in Volume 12914, Page 223 in the Office of the Clerk of Court for York County, South Carolina; and

WHEREAS, the original Declaration applied to Lots in Phase II of The Coves on River Oaks, all of which were described in a plat recorded in Plat Book E162, Page 4; and

WHEREAS, the plat of the survey for The Coves on River Oaks, Phase II was revised on March 12, 2013 by Baird Engineering, Inc., and the revised plat is recorded in Plat Book E-185, Page 7 in the Office of the Clerk of Court for York County, South Carolina; and

WHEREAS, in paragraph 18 of the original Declaration, the Declarant may make additional amendments to the restrictive covenants for a period of two (2) years from the recording date, which was on October 1, 2012, and Declarant previously executed an Amended and Restated Declaration of Covenants and Restrictions for The Coves on River Oaks-Phase II which was recorded September 25, 2013 in Volume 13727, Page 249, and it also executed and recorded a Second Amended and Restated Declaration of Covenants and Restrictions for The Coves on River Oaks-Phase II which was recorded October 24, 2013 in Volume 13784, Page 234; and

WHEREAS, by a document entitled "Supplemental Declaration of Covenants and Restrictions for The Coves on River Oaks-Phase III" recorded December 24, 2013 in Volume 13784, Page 247, Declarant made the same restrictions applicable to Phase III of The Coves on River Oaks, and specifically twelve (12) residential lots designated as Tracts 73 through 84 of Phase III The Coves on River Oaks as shown on plat of survey by Baird Engineering, Inc. dated September 23, 2013, recorded in Plat Book E220, Page 4 in the Office of the Clerk of Court for York County, South Carolina; and

WHEREAS, Declarant has determined that it is in the best interests of the Property Owners of Phases II and III of The Coves on River Oaks to execute this Third Amended and Restated Declaration of Covenants and Restrictions for The Coves on Rivers Oaks-Phases II and III (hereinafter called the "Restrictions") which will apply both to The Coves on River Oaks, Phase II lots shown on the survey recorded in Plat Book E185, Page 7, and to the Phase III lots described on the plat recorded in Plat Book E220, Page 4;

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NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property described on the plats in the preceding paragraph in Phases II and III of the The Coves on Rivers Oaks is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions in the matters hereinafter set forth, said restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

#### RESTRICTIONS AND REQUIREMENTS:

1. No tract shall be occupied or used except for residential purposes. One primary residence is permitted on each tract, and secondary residences are permitted, subject to the terms and conditions as set forth hereinafter.

2. (a) Each primary residential unit shall be constructed using new materials (except that non-structural architectural features and interior construction need to be new materials) and shall contain a minimum of 3,000 square feet of heated, enclosed living area, exclusive of patios, porches, garages and basement (finished or unfinished). Each two-story residential unit shall contain a minimum of 1,400 square feet of enclosed, heated living area on the first (main entry level) floor. The residential unit must contain an attached garage on the first floor level sufficient in size for at least two standard sized automobiles. The garage must be a side load garage. The garage may be located on the basement level provided the residence contains a minimum of 3,400 square feet of heated, enclosed living area, exclusive of patios, porches, garages and basements (finished or unfinished). Once construction of a residential unit has commenced, the exterior thereof, including finished siding material shall be completed within six (6) months thereafter. Prior to completion of a residential unit, the Owner shall install at his expenses a concrete driveway. Prior to commencement of construction, the Owner and/or Builder shall meet on site with Declarant (or Architectural Review Committee, when established) for review of site and building plans, as well as landscape plan, as further described in Item 27 of these Covenants and Restrictions.

(b) There shall also be permitted auxiliary buildings (garages or workshops) and secondary residences on the property; provided, however, that the combined square footage of any auxiliary building and secondary residence on the property shall not exceed a combined total of 3,000 square feet. With regards to a garage, the maximum square footage for a garage on the property shall be 2,000 square feet. If there are both an auxiliary building and a secondary residence on the property, then neither shall be greater than 1,500 square feet of heated space, and the second residence shall be no more than one and a half stories. A secondary residence may also have a one car attached garage. The positioning of the second residence and garage shall be subject to approval by the Architectural Review Committee (hereinafter "ARC").

(c) While certain auxiliary buildings and secondary residences as defined in the Restrictive Covenants are permitted on the property, subject to the terms and conditions as set forth therein, no property owner may build either a garage, shed or secondary residence or reside in any such shed, garage or secondary residence if there is not already in existence a primary residential unit which complies with the minimum square footage requirements as set forth in

paragraph 2(a) of the Restrictive Covenants. The building of auxiliary structures, including sheds, garages and secondary residences may take place simultaneously with the construction of the primary residence, but none of them may be occupied as a residence prior to the issuance of the Certificate of Occupancy by York County for the primary residence.

3. The building setback lines for Phase II of The Coves on River Oaks are hereby modified to coincide with those set forth on the Final Plat of Phase 2, Tracts 61-72 & 88-109 of The Coves on River Oaks prepared by Baird Engineering, Inc. dated September 27, 2012, revised March 12, 2013, and recorded in Plat Book E-185, Page 7, which is incorporated herein by reference. The front building setback lines are 75 feet for Lots 61, 62, 71, 72, 88, 89, 90, 97 and 109. The front setback lines are 100 feet for Lots 63, 64, 91-96 inclusive, 101, 102 and 103. The front setback lines are 125 feet for Lots 65-70, inclusive, 98-100, inclusive, and 104-108, inclusive. The rear and side setback lines for all lots are 25 feet. For corner lots the building setback lines to the side streets are 50 feet. The Declarant may allow up to a twenty-five percent (25%) variance on the front setbacks and a fifty percent (50%) variance on the side setback lines on an individual case-by-case basis, to prevent hardship, and to deal with any specific problems on a particular lot.

The building setback lines for Phase III of The Coves on River Oaks coincide with those as set forth on the Final plat of Phase III, Tracts 73 through 84, The Coves on River Oaks dated September 23, 2013, recorded in Plat Book E220, Page 4 in the Office of the Clerk of Court for York County, South Carolina. The rear and side setback lines on all lots are 25', and the front street setback lines are 100' for Lot 73, 74 and 78, 125' for Lots 75, 76, 77, 80, 81, 82, 83, 84 and 150' for Lot 79. The Declarant may allow up to a twenty-five percent (25%) variance on the front setback lines and fifty percent (50%) variance on the side setback lines on an individual case by case basis, to prevent hardship, and to deal with any specific problems on a particular lot.

The rear setback line of 25' shall be a natural buffer unless a hardship variance is granted for septic, utility lines or drainage purposes. A landscape plan and clearing limit plan with the erosion control plan shall be submitted before clearing and any construction. Additional erosion control measures may be asked to be put in place if there is a potential runoff issue due to slope that may affect other property owners or the shoulders of the road. Grassing of the construction site with temporary grass stabilization may be required within the silt fence for filtering purposes. All construction activity that disturbs the shoulders of the roads shall be reseeded and mulched during the duration of the construction activity.

4. All plumbing fixtures, dishwasher, toilets or sewage disposal systems shall be connected to a septic system constructed by an approved and licensed septic contractor, and approved by the appropriate governmental authority unless public sewage becomes available to the tract. Should public sewage become available to the tract, its use shall be at the discretion of the property owner. All wells shall be at least twenty-five (25) feet or more from any property line.

5. No modular home, mobile home, house trailer, camper (including recreational vehicles), garage, or the basements of a contemplated permanent dwelling shall be occupied as a

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residence, either on a permanent or temporary basis. Homes constructed at another site cannot be moved onto a tract. The term "modular home" and "mobile home" are defined as follows:

**Modular Home:** A dwelling unit constructed in accordance with the standards set forth in the South Carolina State Building Code for 1 and 2 family dwellings and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.

**Mobile Home:** A dwelling unit that: (i) is not constructed in accordance with the standards as set forth in the South Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

6. Construction.

A. Residential Units:

Exterior construction for residences shall be 90% brick, stone, or hard stucco. Hardi Plank may also be used if the front elevation has at least 60% stone, either natural or cultured stone, or anything similar approved by the Architectural Review Committee. Use of painted or stained wood or Hardi Plank is limited to accent in dormers, boxing (soffit and fascia), and as general accent when using 90% brick, stone or stucco on exterior construction (extent of accent to be reviewed by ARC), and shall be applied horizontally. Board and batten application may be used with Hardi Plank as an additional accent. Use of vinyl is limited to soffit and fascia only. All concrete block above ground level must be covered in brick, stone or stucco in order to completely hide the concrete block and any mortar seams. Exteriors of all chimneys must be made of brick, stone, or stucco. Foundations of the residence and garage shall be a minimum of eighteen (18) inches high and the material shall be brick or stone, unless the house is stucco, in which case the foundation may be stucco as well. Attached two car garages shall be side load, unless a hardship such as septic field, lot dimensions, etc., prohibit such placement, subject to approval by the ARC. "Side load garage" is defined as any garage that has the opening of the garage facing the side lot line. The Declarant (or Architectural Review Committee when established) shall have the discretion to allow garages that are less than a ninety (90) degree angle to the front property line. In exercising this discretion, the Declarant or the Architectural Review Committee can condition allowing garages at less than a ninety (90) degree angle upon the placement of the home from the road, upon landscape screens or other conditions consistent with the purpose of this provision. If a second garage is placed on the property in connection with or is part of one of the auxiliary buildings, at least one of the two garages must be a side load garage.

Roof pitch of the residence and of any attached or detached ancillary rooms may have a minimum roof pitch of 8:12. Bonus rooms may have a lesser pitch than 8:12, provided that the pitch to be used for any bonus room shall be approved by the Architectural Review Committee (ARC), and must also comply with the York County Residential Building Code in effect at the

time the house is being constructed. Declarant or Architectural Review Committee (when formed) may approve a minimum 3:12 roof pitch for certain other applications, particularly when the main roof of both house and garage, as seen from the road, exceed or equal the required 8:12 pitch. In any event, in addition to the roof pitch requirements as previously set forth in this provision, the roof pitch on all houses must also comply with the requirements of the residential building code in effect for York County at the time that the house is constructed. Except for the specific instances excepted herein, all roof pitches must have a pitch equal to or greater than 8:12. All roof shingles for residences and garages shall be architectural or 3 dimensional. Copper or painted standing seam roofs may be used as limited accent, and is subject to approval by the ARC. All mailboxes and newspaper receptacles shall be uniform in size, style, material and color and shall conform to the specifications prepared therefore by Declarant. Each Owner shall be responsible for the cost of acquiring and installing the mailbox and newspaper receptacle.

B. Walls and Fences:

**No walls or fences shall be permitted between the front two-thirds of the dwelling in the street of the dwelling faces.** Walls or fences constructed on the property shall not be higher than six (6) feet and should be constructed of wood, vinyl, composite, metal, aluminum, brick, stone and concrete block with a stucco finish, or other materials approved on a case-by-case basis by the Architectural Review Committee. Fences shall be constructed with a natural or neutral tone or color, such as brown, black, green or other neutral tones such that they do not stand out visually (for example, a white vinyl fence). All fencing should blend in with the natural wood surroundings or be landscaped with hedges or plants that keep their leaves year round. Fencing should be decorative or landscaped as a part of the overall architecture of the property. Any portion of the fence seen from the road should be landscaped accordingly. All fencing shall be properly maintained with painting or staining. **Chain link and split rail fencing is specifically prohibited, as are chain link dog kennels.** Placement of columns and limited decorative fencing, such as wrought iron, may be placed along the driveway in front of the house, provided that such fencing obtains approval by the Architectural Review Committee. Prior to the commencement of installation of any fencing, the owner shall submit the type and placement of fencing for review by the Declarant (or the Architectural Review Committee when established). The public side of fencing must be appropriately landscaped, and shall be reviewed by the Declarant, or the Architectural Review Committee when it is established.

C. Sheds or Auxiliary Buildings:

Only two auxiliary buildings per tract are allowed. Any auxiliary buildings, whether shed, storage building, detached garage or secondary residence shall be veneered with brick, stone, stucco or Hardi Plank, provided that if Hardi Plank is used, that the front elevation must be at least sixty percent (60%) brick, stone or stucco. As previously stated, the total square footage of all auxiliary buildings including the secondary residence shall not exceed 3,000 square feet, and the secondary residence itself shall not exceed 1,500 heated square feet. The color of a shed or a storage building shall match the siding or trim used on the residence. No exposed

concrete block is permitted. Placement of a shed, storage building or detached garage must be behind the residence and placement must be approved by the ARC. Sheds, storage buildings and detached garages must have a minimum roof pitch of 8:12 and must use architectural or three dimensional shingles; provided, however, that small storage buildings or sheds which are 150 square feet or less may have a roof pitch of less than 8:12, subject to approval by the Architectural Review Committee (ARC). All auxiliary buildings must use the same construction criteria as the residence described in 6 A above. Garages shall not exceed 2,000 square feet in size. Plans for and placement of all buildings, whether residential or auxiliary, MUST BE APPROVED by Declarant (or Architectural Review Committee (ARC) when established) before construction begins, as stated in paragraph 27 of the Restrictive Covenants.

D. Model Homes:

Declarant may allow a licensed builder to place a model home on a lot in the subdivision. The purpose of any such model home shall be to allow such builder to market and solicit purchasers for homes to be constructed by builder on lots within the subdivision affected by these restrictions. The use of the model home for marketing purposes by the builder shall be confined to normal business hours of 9:00 p.m. through 6:00 p.m. Mondays through Saturdays, and from 1:00 p.m. to 6:00 p.m. on Sundays. The builder must begin construction on any model home placed on property in the subdivision within ninety (90) days of the purchase of the lot by builder, and construction must be completed within six (6) months of the date that the builder obtains the building permit for the construction of such home. Builder shall then have a period of up to eighteen (18) months in which to use the model home for marketing purposes. Developer may give builder a six (6) month extension, which must be in writing, which would allow builder to continue to use the model home for an additional six (6) months, or for a maximum of twenty-four (24) months from the issuance of the Certificate of Occupancy on the house. After the expiration of either the eighteen (18) month or twenty-four (24) month period, whichever is applicable, builder must then market and/or list the model home for sale, and otherwise cease its marketing operations on the property. Declarant may at anytime make the determination that no more model homes may be placed upon lots in the subdivision. This decision will be based upon the number of lots remaining for sale in the subdivision, and it shall be in the sole discretion of Declarant.

7. No animals or livestock of any description, except the usual household pets, are permitted on any tract. The number of household pets on any tract shall be limited to 5. Pets must be contained within the residence or by means of a fenced yard using approved fencing materials (See 6. B above.) Pets are prohibited from being allowed to freely roam the neighborhood.

8. Any partially completed structures or improvements for which construction activity has ceased for 90 consecutive days, and the debris or remains of any structure damaged by wind, fire or other cause, shall constitute a nuisance and may be removed by the Declarant or the Association if the owner of the tract fails to abate such nuisance within 30 days after written notice thereof is given. All costs expended by the Declarant or the Association shall be paid by the owner and shall constitute a lien upon the tract until paid in full together with interest thereon at the rate of 8% or the then prime rate, whichever is greater.

9. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract.

10. No noxious, offensive or illegal activities shall be conducted or permitted on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood, including the use of off road vehicles (4-wheelers or dirt bikes). Off road vehicles (4-wheelers or dirt bikes) are prohibited from use in/on common areas or streets within the subdivision. No hunting shall be permitted on any property covered by these restrictions by the owner or guests.

11. No oil or natural gas drilling, refining, quarrying, mining or timbering operations of any kind shall be permitted upon or in any tract and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.

12. All tracts, except tracts owned by the Declarant, whether improved or unimproved, shall be kept free of dead trees or limbs which are a danger to abutting property or roads. Weeds, trash, debris and rubbish shall be disposed of in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health or safety of other residents. **Construction dumpsters and portable toilets are required on each job site and are the responsibility of the contractors.** In the event that the Owner, or his contract or agent, fails to comply with the terms of this provision, the Declarant of the Association shall have the right (but not the obligation) to enter upon such tract after the owner has been notified in writing of the violation and no curative action has been taken with 30 days after such notice, or the curative action has started but has not been pursued diligently, in order to effect compliance with this provision. All expenses incurred by the Declarant or the Association shall be paid by the owner of the tract immediately upon receipt of a statement from the party incurring the expense. Declarant may require the use of trash containers during any construction activity on a tract in order to maintain a clean and slightly condition during the construction period. Construction materials and debris and other man-made substances may not be burned, buried or otherwise disposed on a tract. No bury sites are allowed for any debris, natural or man made, on any tract. During clearing of a tract, no natural debris may be burned, but shall be hauled off or chipped on site. Topsoil stripping areas may be located on the property.

13. Towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind which are located outside of the dwelling on the property other than (i) a customary antenna, which shall not extend more than ten (10) feet above the top roof ridge of the residence; and (ii) a satellite reception dish or device no larger than twenty-four inches (24") in diameter, are prohibited. Placement of allowed antennae and satellite dish or devices is limited to the rear roofline or behind the rear corners of the residence. Any freestanding transmission or receiving towers or any non-standard television antennae are prohibited. Outdoor clothes lines shall be screened from view by adjoining tracts and the streets by means of landscaping or attractive screening materials, and shall be placed behind the rear corners of the residence. **Above-ground swimming pools are not allowed.** In-ground pools are permissible, provided they are no larger than 800 square feet and placement has been approved

by DHEC, and placement does not affect the tract's septic repair area. Pools must be submitted to the Declarant (or Architectural Review Committee when established) for review.

14. No tractor-trailer rigs, backhoes, bulldozers, tanker trucks, other construction equipment (as a unit or the individual components thereof) buses, or heavy commercial vehicles shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to the tract. **Any large recreational vehicle, large boat, large trailer or large camper trailer, and any vehicle with a business name or advertisement printed on any surface may be parked in a garage. Small utility trailers, small fishing boats, ski boats, skidoos or small pop up campers, must be parked so as to be screened from view of the street and adjoining lots. Screening and placement of parking areas shall be approved by the ARC.**

15. No tract may be subdivided by an owner subsequent to the Declarant. Declarant may amend or modify any existing plat and thereby relocate the property lines of any tract which is owned by Declarant. After property has been conveyed away by Declarant, changes to lot lines will be allowed to assist in dealing with minimum setback problems, subject to the written approval of Declarant, or if the Property Owners' Association has been formed, then with the written consent or approval of the Property Owner's Association.

16. The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, an easement of twenty (20) feet along the margin of each road right-of-way and of ten (10) feet along each other property line for the purpose of constructing, installing, maintaining, repairing and operating utility lines, poles, mains and facilities, water drainage, and re-surveying.

17. Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property may, but shall not be obligated to, extend these restrictions to such property by means of a supplemental declaration (which may include modifications applicable to such additional property) or impose such other restrictions or no restrictions as Declarant chooses.

18. These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto until December 31, 2022, and shall continue for successive periods of ten (10) years thereafter unless amended or terminated as provided below. For a period of two years from the original recorded date of these Restrictions, so long as Declarant owns any of the property affected hereby, Declarant may modify or amend these Restrictions by signing and filing such modification or amendment in the Office of the Clerk of Court for York County, South Carolina. Upon the expiration of two years, or whenever Declarant no longer owns any of the property hereby affected, whichever occurs first, then these Restrictions may only be modified or amended by written instrument signed by the owners of at least two-thirds (2/3's) of the tracts subject hereto at the time of such modification or amendment.

19. There is reserved an easement for access, ingress and egress in favor of owners of

tracts in The Coves on River Oaks, Phases II and III and in favor of their invitees, over and across the streets shown on the Plats entitled "The Coves on River Oaks, Phases II and III" and duly recorded in the Clerk of Court's Office for York County. Any damage (including tracking mud, pouring concrete or depositing debris) to a street shown on the Plat or to the ditches or shoulders of the street, or to the flow of drainage water along the said street, caused by driveway connections or traffic to and from the property owner's tract, shall be repaired at the expense of the owner connecting such driveway. **Ditches within the road right-of-way are an integral part of the road design and drainage system, therefore any work done in the road right-of-way needs to be approved by Declarant. Any addition of pipe within the road right-of-way needs to be approved by York County. Placement of sprinkler heads within the road right-of-way is prohibited, unless approved by York County. Each property owner is held fully responsible for the acts of his agents, contractors, and subcontractors. Each property owner shall have the financial responsibility of taking adequate erosion control and water quality measures, to include such precautionary and/or preventative measures, including, but not limited to, the use of grassing, siltation fences, matting and rip-rap, as may be necessary to stop erosion or sedimentation from such owner's tract into waterways, or adjoining roads or property.**

20. The Declarant is permitted to place temporary marketing signs at the entrance to the Property. The only other persons allowed to place a sign on any tract are owners, builders and realtors. Builders may place a sign no larger than sixteen (16) square feet, bearing only the builder name, address, phone number and company logo or slogan (must be approved by Declarant), placed within twenty (20) feet of a driveway entrance. Owners may place one sign, no larger than four (4) square feet, bearing the name or names of a property owner or property address or telephone number, which must be placed within twenty (20) feet of a driveway entrance. Owners or Realtors may place one small sign (no larger than four [4] square feet), such as is used in the ordinary course of effecting residential sales transactions in order to advertise a tract for sale, and must be placed within twenty (20) feet of a driveway. Realtor signs can only contain the company name and logo, agent name and phone number. Builders, realtors and owners are prohibited from placing advertising signage containing specific prices. No other signs are permitted.

21. All improvements (mail boxes, **[brick and concrete are prohibited]**, fences, landscaping **[irrigation is prohibited in the road right-of-way unless an encroachment permit is received from York County and approved by the ARC]**, etc.) constructed in the road right of way must meet applicable governmental standards. Declarant will notify owner of any violation and owner will have five (5) days to correct said violation. If owner fails to correct said violation, Declarant shall have the right (but not the obligation) to remove, replace or repair any improvements placed in a road right of way owned by Declarant or governmental authority which does not meet applicable governmental standards and any associated cost or loss of value shall be the responsibility of owner.

22. **Except as otherwise specifically provided, the owner of each tract by acceptance of a deed to property affected hereby shall become a member of The Coves on River Oaks, Phases II and III Property Owners' Association, Inc. (The "Association") upon its formation and each owner of a tract is deemed to covenant and agree to, and shall pay**

to the Association, an annual assessment to pay for the cost of maintaining and repairing the Common Areas, as hereinafter defined, within The Coves on River Oaks, Phases II and III Subdivision. Each owner of a tract subject to this assessment obligation, including owners of tracts in subsequent sections or phases of The Coves on River Oaks, Phases II and III who are subject to these restrictions by amendment or supplemental filings, shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor. The combination of two or more tracts by a single owner through the recording of a revised plat map shall reduce the number of assessments for the combined tracts to the number of tracts shown on the revised plat maps.

The assessment and charges created herein shall constitute a continuing lien upon each tract and, if not paid within thirty (30) days after the due date thereof, shall bear interest at the rate of ten percent 10% per annum until paid. The lien may be enforced as by law allowed. The lien created herein is specifically subordinated to the lien of any valid first mortgage upon any tract in the subdivision. The property owners shall have the right to promulgate rules and regulations concerning the use of the Common Areas. Each person acquiring title to a tract binds himself, his heirs, and assigns to be members of the Association should it be formed pursuant to these restrictions and conditions, and further binds and obligates himself, his heirs, and assigns to pay the assessment to the Association once it has been levied by the Association. The obligations imposed by this paragraph shall exist whether or not the Association has been formed as of the date these restrictions are recorded or as of the date of any tract is sold, if at any time that these restrictions are in effect the Association is formed as a non-profit corporation, the principal purpose of which is to maintain the Common Areas.

The "Common Area" as used in these Restrictions shall include (a) one or more signs indentifying The Coves on River Oaks, Phases II and III, (b) any landscaping or lighting associated with any Common Area, (c) street lighting, (d) walking trails and (e) any other land, improvement, facility or amenity which Declarant or the Association may construct on property subject to these restrictions and designated by Declarant, or identified on a recorded plat map, as Common Area. With respect to any walking trails, such trails shall be limited to pedestrian use, except electric golf carts only maybe permitted on portions of the trails specifically designated for such use.

23. Declarant or ten (10) or more of the individual property owners (one of which may be Declarant) subject to these restrictions and conditions may form the Association at any time after Declarant has sold and conveyed 75% or more of the tracts to which these restrictions apply. The Association, once formed, shall have the right to enforce the restrictions and conditions contained in this Declaration and the assessment provided in paragraph 22 above. The Association shall be organized under the laws of the State of South Carolina, and each property owner shall automatically become a member of the Association once it is formed, with full voting rights. The owner of each tract shall be entitled to case one vote (which may not be fractionalized) with respect to any matter brought before the members of the Association for action. Owners of more than one tract shall be entitled to case one vote for each tract owned; any subsequent combination of lots will not reduce owner's responsibility to continue to pay an assessment for each lot originally purchased prior to the lot combination, except as provided in

paragraph 22 above. The officers and directors of the Association must be property owners (or officers, directors, stockholders or member of a corporate or limited liability company property owner, only one officer/director per household) and all fees set by the Association for maintenance shall be set by the directors of the Association. The initial directors shall be elected by the members at the first meeting or appointed by Declarant.

24. If any person shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations. In the event of such proceedings between any property owners and/or the Association affected by these covenants, the prevailing party as determined by the results of the litigation shall be entitled to an award of attorneys' fees and costs associated with such litigation.

25. Zoning ordinances, restrictions and regulations of York County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provisions of these restrictions and such ordinances, restrictions or regulations, the more restrictive shall apply. The invalidation or unenforceability of any provision of these covenants by judgments or other order of any court shall in no way affect any of the other provisions, and such other provisions and covenants shall remain in full force and effect.

26. Disposal of any debris (sometimes referred to as "bury sites" or "bury pits") is prohibited on any tract. Topsoil stripping areas may be located on the property.

27. **No construction, reconstruction, remodeling or alteration of, or addition to, any building, improvements, device or structure of any kind, including, and in addition to the residential structure and its appurtenant structures, all auxiliary buildings (including detached garages, sheds, pool houses), walls, fences, porches, patios, drives, walks, decks, swimming pools, or landscaping shall be commenced without the prior written approval of the Declarant (or Architectural Review Committee when established) as to the proposed site location, plans and specifications of such building, improvement, device or structure. Architectural Guidelines for The Coves on River Oaks, Phases II and III have been established to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings and specifications. The enumeration of items above is made for clarification and example and is not intended to be, and shall not be construed to be, a limitation to the buildings, improvements, devices or structures controlled by this provision.**

There shall be submitted to the Declarant two (2) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed, or maintained upon or connected to any lot unless and until final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with specifications for the

proposed construction, material, color schemes for roofs and exteriors thereof and proposed grading and landscaping.

The Declarant shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. In the event the Declarant fails to approve or disapprove such plans and specifications within thirty (30) days, approval will not be required and the requirements of this Section will be deemed to have been fulfilled. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the persons submitting them and the other copy thereof shall be retained by the Declarant for its permanent files. **THE DECLARANT SHALL HAVE THE RIGHT TO CHARGE A REASONABLE FEE IN AN AMOUNT NOT TO EXCEED \$100.00 FOR REVIEWING EACH APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS. DECLARANT RESERVES THE RIGHT TO INCREASE THE REVIEW FEE IN ORDER TO PAY A REASONABLE FEE FOR PROFESSIONAL ASSISTANCE IN REVIEWING AND APPROVING THE PLANS.**

Initially, the Declarant shall serve as the sole member of the Architectural Review Committee. In instances where variances are to be considered, Declarant may appoint two additional members from the builders in the development to serve on a case by case basis. At such time as the Declarant elects to transfer to the Association the architectural review responsibilities, the Association's Board of Directors shall appoint a standing committee of the Board, to be called the Architectural Review Committee, which shall initially consist of three (3) members to be appointed from among the Association's members. Upon its appointment, the Committee shall assume from the Declarant all authority to review and approve plans, specifications, and details as otherwise provided herein. The initial Committee shall serve for a term of two (2) years, after which the committeemen shall be appointed by the Association's Board of Directors, pursuant to its Bylaws, and shall serve for a terms of one (1) year; provided further that the number of committeemen may be increased from three (3) to five (5) by a resolution of the Association's Board of Directors.

After its appointment, the Architectural Review Committee shall establish written architectural and aesthetic criteria to be used in reviewing all plans, specifications, and details submitted for approval, and copies of such criteria may be obtained upon request from the Committee. Such written criteria shall be subject to revision or amendment by the Committee at all times; provided, however, that no amendment to or change in such criteria shall become effective until committed to writing and approved by the Committee in the same manner as the previously controlling criteria; and that no amendment or change in such criteria shall have retroactive application.

The purpose of the architectural review provisions set forth herein is to protect the Value of all real property subject to this Declaration and to promote the interests, welfare, and right of all development property owners. Decisions of the Declarant or Architectural Review Committee approving or disapproving of plans and specifications shall be based on criteria it establishes for the Development, consistently applied, but such decisions shall be final and not subject to review or appeal.

28. Declarant reserves the right to grant variances from any and all provisions of the restrictions on a case-by-case basis to prevent hardships for individual lot owners, if Declarant deems that such variance will not adversely affect the development and the purpose of these restrictions.

29. In the assessment of the homeowners dues, owners of lots in the The Coves on River Oaks, Phase I, Lots 1 through 60 shall not be responsible for street lighting of Phase II, Phase III or any future phases, nor shall they be responsible for paying homeowners dues to cover charges related to maintenance of retention basins in any such future phases. Owners in The Coves on River Oaks, Phase I shall only be charged their prorata share for maintenance of the walking trails and of the green space areas and the entrance and subdivision sign area.

30. The Declarant has determined that a problem has developed regarding the contractors doing substantial damage during the construction process to the areas of lots adjacent to the roadways, which area is sometime referred to as the "shoulders" adjacent to such roadways. It shall be the responsibility of each property owner who has construction done on his, her or its property to insure that these shoulder areas are landscaped or graded such that they are returned to their pre-construction condition. In the event that any property owner violates this provision by failing to make sure that the contractor returns the shoulder area to its pre-construction condition, then the Declarant shall notify such property owner of the violation of this provision, and the property owner shall have thirty (30) days from the date of receipt of such written notification in which to take the necessary corrective action. In the event that the property owner fails to take appropriate corrective action within thirty (30) days, then the Declarant may hire a grading or landscaping contractor to do the corrective work, and the cost of such work shall be the legal obligation of the owner. The Declarant or the Property Owner's Association shall have a lien against the property for the cost of the corrective work, but such lien shall be junior and subordinate to any valid mortgage lien existing on the date of the filing of the lien by the Declarant or Property Owner's Association relating to this corrective work. In the event of legal proceedings to collect the amount owed, the prevailing party in such litigation shall be entitled to an award of attorneys' fees and costs associated with such litigation.

31. The Declarant has made a determination that it is in the best interest of all property owners to insure that at least thirty percent (30%) of each lot be conserved in a natural state. The purpose of this provision in the restrictions is to insure a minimal amount of natural tree conservation in order to insure the concept of the development is complied with. The subdivision is a development of larger lots surrounded by green space carters based upon low impact disturbance levels.

In order to meet this objective, property owners and their contractors, when clearing lots shall preserve or keep at a minimum trees having a combined radius at five (5) feet above ground level totaling 75" in radius in the front yard. If after construction, the property does not have a minimum of 75" of measured tree radius at 5' above ground level, then the property owner must replant with trees which have a minimum of a 4" radius at the point 5' above ground, and plant a total of at least 40" of trees measured at the point 5' above ground level. The requirement of the 30% preservation would be typically shown along the side lines and rear of the property and the

ARC would require a drawing showing the area to be preserved. This should be submitted as part of the approval for the home construction.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed this 17<sup>th</sup> day of September, 2014.

Signed and sealed in the presence of:

MAY GREEN PROPERTIES, LLC

Brenda G. Bain

By: Thomas F. Smith  
Thomas F. Smith, Member/Manager

Charles S. Bradford

STATE OF SOUTH CAROLINA )  
COUNTY OF YORK )

PROBATE

Personally appeared before me Brenda G. Bain and made oath that she/he saw the within-named May Green Properties by its Member/Manager Thomas F. Smith, sign, seal and as his act and deed, deliver the within named Declaration, and that she/he with Charles S. Bradford witnessed the execution thereof.

Sworn to before me this 17<sup>th</sup>  
day of September, 2014.

Brenda G. Bain

Charles S. Bradford (SEAL)

Notary Public for South Carolina

My Commission Expires: 2/16/21