

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR  
HIGHLAND CREEK

This Declaration is made as of the 31st day of July, 1996, by PIEDMONT PARTNERS, a South Carolina Partnership ("Declarant") with reference to the following facts:

RECITALS

A. Declarant is the owner of certain real property ("Phase I") in York County, South Carolina, which is described in Exhibit A attached hereto and made a part hereof.

B. Declarant owns certain real property (the "Additional Land") in York County, South Carolina, located adjacent to Phase I and described in Exhibit B attached hereto and made a part hereof. Declarant may, in its sole discretion and without obligation, by one or more supplemental filings pursuant to Article 11 hereof, make all or any portion of the Additional Land subject to this Declaration and part of this Project (as defined in section 1.15 hereof). Declarant intends to improve the Project as a planned development by dividing the Project into lots appropriate for single-family dwellings.

C. Declarant intends to develop Phase I under a common scheme and general plan for the improvement and maintenance of Phase I and, to the extent determined by Declarant from time to time in the future, all or any part of the Additional Land.

D. For this purpose, Declarant intends to subject Phase I (and so much of the Additional Land as shall, from time to time, be annexed to the Project in accordance with the provisions of this Declaration) to the covenants, conditions, restrictions, easements, and equitable servitudes set forth in this Declaration, for the benefit of the Project and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares as follows:

ARTICLE 1  
DEFINITIONS

The following terms shall have the following meanings when used in this Declaration:

1.01. Additional Land. "Additional Land" means the real property described in Exhibit B attached hereto, all or any portion of which may from time to time be made subject to this Declaration pursuant to the provisions of Article 11 hereof.

1.02. Builder. "Builder" means a licensed residential contractor who purchases a Lot or Lots and constructs a residence

thereon for speculative purposes.

1.03. City. "City" means the City of Rock Hill in York County in the State of South Carolina.

1.04. Common Area. "Common Area" means and refers only to (i) those two parcels of real property located on corner of Highland Creek Drive and Heckle Boulevard at the subdivision entry on Heckle Boulevard, as shown on the subdivision map recorded in Plat Book A.129, at Page 9, Office of the Clerk of Court for York County, South Carolina, and (ii) the median located within the right-of-way of Highland Creek Drive near the subdivision entry of Heckle Boulevard, which Common Area shall hereafter always be owned and held in trust for the benefit of all Owners, subject to the provisions of this Declaration. No other real property shall be deemed or dedicated as a Common Area unless by express amendment of this Declaration pursuant to section 12.09.

1.05. Completion of Sales. "Completion of Sales", means the earlier of (1) conveyance of all Lots in the Project to purchasers other than a successor Declarant hereunder or (2) expiration of the later of (x) ten (10) years from the closing of the first sale of a Lot to a purchaser other than a successor Declarant hereunder or (y) two (2) years from the conveyance of the first Lot in the Phase most recently made subject to this Declaration to a purchaser other than a successor Declarant hereunder; provided, however, if Declarant is delayed in developing the Project, constructing improvements or selling Lots and dwellings due to strikes or work stoppages; shortages of materials, supplies, fuel, power, or energy; moratoria or suspensions on issuance of land use permits and approvals or affecting the availability of water, sewer, power or other utilities or necessary services; inclement weather; civil strife; major disaster or other cause beyond Declarant's reasonable control, said ten (10) year prior shall be extended by the period of any such delay.

1.06. County. "County" means York County in the State of South Carolina.

1.07. Declarant. "Declarant" means Piedmont Partners, a South Carolina Partnership, and any successor or assign to whom Piedmont Partners, a South Carolina partnership, assigns its interest as Declarant hereunder in whole or in part by instrument recorded in the official records of the County.

1.08. Declaration. "Declaration" means this Declaration and all amendments or supplements hereto.

1.09. Lot. "Lot" means any numbered lot or plot of land, together with any improvements thereon, as shown upon any recorded final subdivision map covering the Project or a part thereof, which is not a dedicated street or Common Area.

1.10. Mortgage. "Mortgage" means a mortgage or deed of trust which constitutes a first lien upon a Lot given to a bank, savings and loan association or other institutional lender for the purpose of securing indebtedness incurred to purchase or improve a Lot.

1.11. Mortgagee. "Mortgagee" means the holder of the beneficial interest in any Mortgage.

1.12. Owner. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, and shall include Declarant as to any Lot owned by Declarant and the contract vendee (buyer) under a contract of sale. "Owner" shall not include any person or entity who holds an interest in a Lot merely as security for the performance of an obligation or as a tenant.

1.13. Person. "Person" means an individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.14. Phase. "Phase" means each of Phase I and all the real property covered by a Supplemental Declaration recorded pursuant to Article 11 of this Declaration.

1.15. Phase I. "Phase I" means the real estate described on Exhibit A hereto, and is shown on a final plat of Highland Creek Subdivision Phase I prepared by Williams Engineering, Inc. dated June 3, 1996.

1.16. Project. "Project" means the planned development known as HIGHLAND CREEK which shall be developed and constructed on part or all of the Property, consisting of Phase I and any additional Phases of real property made subject to this Declaration by recordation of a Supplemental Declaration pursuant to Article 11 of this Declaration.

1.17. Property. "Property" means collectively Phase I and the real property described in Exhibit B attached hereto. Exhibit B describes the Additional Land which may include up to 100 additional residential lots.

1.18. Conservation Buffer. "Conservation Buffer" means an area of land along the rear portion of Lots 1 through 14 as shown on the subdivision plat. No trees or other vegetation may be disturbed within this area without the express written consent of the Architectural Control Committee.

1.19. Supplemental Declaration. "Supplemental Declaration" means a supplemental declaration of covenants, conditions and restrictions which shall be recorded for the

purposes of annexing additional property, including all or any portion of the Additional Land to the Project and causing such property to be subject to the scheme of covenants, conditions and restrictions contained in this Declaration.

ARTICLE 2  
SUBMISSION AND TERM

2.01. Submission. The Project shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to each and all of the limitations, covenants, conditions, restrictions, easements, and equitable servitudes set forth herein, all of which are declared to be (i) in furtherance of a common scheme and general plan for the development, improvement and maintenance of the Project. All of the limitations, covenants, conditions, restrictions, easements and equitable servitudes set forth herein shall run with, be binding upon and inure to the benefit of the Project, shall be binding on and inure to the benefit of each and every person having or acquiring any right, title or interest in the Project, and shall be binding upon and inure to the benefit of the successors in interest of such persons.

2.02. Incorporation of Declaration Into Instruments. Any deed or other instrument by which a Lot is conveyed shall be subject to the provisions of this Declaration and shall be deemed to incorporate the provisions of this Declaration, whether or not the deed makes reference hereto.

2.03. Term. This Declaration shall remain in force for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, unless sooner terminated by the affirmative vote of the Owners of seventy-five percent (75%) of the total Lots subject to this Declaration and the written consent of seventy-five percent (75%) of the Mortgagees.

ARTICLE 3  
COMPLIANCE WITH MANAGEMENT DOCUMENTS

3.01. Compliance with Declaration and Other Documents. Each Owner, resident or tenant of a Lot shall comply with the provisions of this Declaration, as may be amended from time to time, and failure to comply with any such provisions shall be grounds for an action to recover sums due for damages or for injunctive relief.

3.02. Resolution of Conflicts Between Documents. Each Owner covenants and agrees that the administration of the Project shall be in accordance with the provisions of this Declaration. In the event that anything shown on a recorded final subdivision map for all or any portion of the Project is in any way inconsistent with provisions of this Declaration, then the provisions of this

Declaration shall prevail. If a dispute arises among Owners in regard to the administration of the Project, then the provisions of this Declaration shall prevail.

ARTICLE 4  
PROPERTY RIGHTS

4.01. Easements. Each Owner shall have a non-exclusive right and easement of access to and from his Lot over any streets comprising a portion of the Property, which rights and easements shall be appurtenant to and shall pass with the title to his Lot and subject to the following rights and restrictions:

(A) The right of the Declarant to grant easements and to dedicate or otherwise convey all of any part of the streets as provided in this Declaration; and

(B) Easements for ingress, egress, use and enjoyment over, in, to the streets for the benefit of Declarant.

4.02. Delegation. Any Owner may delegate his rights of use and enjoyment of a Common Area and any facilities thereon to the members of his family or household residing on his Lot and to his guests and invitees while he is in possession of his Lot, subject, however, to reasonable restrictions imposed by the provisions of this Declaration. A tenant of an Owner, while residing on such Owner's Lot, shall be entitled to use and enjoy a Common Area and any facilities thereon and to delegate rights of use and enjoyment in the same manner as if such tenant were the Owner of such Lot. No such delegation shall release an Owner from his obligations hereunder.

4.03. Tenants.

(A) No Owner shall lease or rent less than entire Lot and no more than one family shall live in any one Lot. Except as provided in section 6.20, the Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than sixty (60) days. Subject to the foregoing restrictions, Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of this Declaration, and that any failure by tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of this Declaration.

(B) In the event an Owner shall rent or lease his Lot prior to Completion of Sales, such Owner shall immediately give to the Declarant in writing:

- (1) the name of the tenant and the Lot rented or leased;
- (2) the current address of such Owner;
- (3) a true and complete copy of the lease or rental agreement; and
- (4) the certification of the Owner that the tenant has been given a copy of this Declaration, any applicable amendments, and that such tenant has been advised of any obligations he may have thereunder as a tenant.

4.04. Reciprocal Easements. There shall be reciprocal appurtenant easements between adjacent Lots for the flow of rainwater from gutters and downspouts; provided, however, that no such easement shall unreasonably interfere with the use and enjoyment of any adjacent Lot. If any Lot encroaches upon another Lot because of the placement, construction, reconstruction, repair, movement, settling or shifting of the improvements constructed, reconstructed or repaired in accordance with the provisions of this Declaration, an easement for the encroachment and for its maintenance shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between Lots, along a line perpendicular to such boundary at such point; provided, however, that in no event shall such an easement exist for willful encroachments.

4.05. Utility Easements. Any easements for installation, maintenance, use or repair of public utilities, cable television or drainage facilities which are dedicated on any final subdivision map of the Project or created in some other way and extend over the front ten (10) feet, the rear six (6) feet, and each side four (4) feet of every Lot shall be kept free of buildings, and within such easements no structure shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, use or repair of such public utilities, cable television or drainage facilities, or which may damage, interfere, or change the direction or flow of drainage in the easements. The easement area for each Lot and all improvements in its shall be maintained continuously by the Owner of such Lot, except for those improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over unsold Lot(s) for street, drainage, and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

4.06. No Subdivision of Lots; No Time-Sharing. There shall be no further subdivision or partition of any Lot, nor shall any Owner or any other person acquiring any interest in a Lot seek any partition or subdivision thereof. There shall be no time-sharing or other co-ownership which allows multiple Owners

sequential possessory interests in a Lot.

4.07 Conservation Buffer. The rear portion of Lots 1 through 14, Phase I, of Highland Creek Subdivision as shown on the subdivision plat of Highland Creek recorded in the Office of the Clerk of Court shall be deemed a Conservation Buffer. The owner of Lots effected by the Conservation Buffer shall not remove any trees or disturb any vegetation without the express consent of the Architectural Review Committee of Highland Creek Subdivision. Submission by the owner shall be in accordance with Article 7 of these Restrictive Covenants.

ARTICLE 5  
LOT MAINTENANCE

5.01 Maintenance by Owners. Each Owner, at all times, shall maintain, repair and otherwise be responsible for his Lot and the improvements thereon. Without limiting the generality of the foregoing, and subject to the requirements of Article 8 of this Declaration, an Owner shall be responsible for replacement and reconstruction of improvements on his Lot required because of damage or destruction by fire or other casualty, and each Owner shall maintain, repair and replace the surface and subsurface drainage facilities and appurtenances located on his Lot as may be necessary to maintain good and proper drainage of the property and other real property in the vicinity, except for such facilities the maintenance of which has been assumed by the City or other governmental entity.

No building or other structure shall be placed or permitted to remain on any Lot which may damage or interfere with the use, maintenance, repair or replacement of such drainage facilities and appurtenances and no Owner shall do 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 for the Lots as established in connection with the approval of the subdivision map or maps applicable to the Project by the City or other governmental agency having jurisdiction, except to the extent such alteration in drainage pattern is approved in writing by the Declarant prior to Completion of Sales and all public authorities having jurisdiction. All such drainage facilities and appurtenances shall at all times be accessible to Declarant until completion of Sales and at all times shall be accessible to all persons installing, using, maintaining, repairing or replacing such drainage facilities and appurtenances. Declarant may from time to time present for recordation in the official records of the County instruments showing approximate locations of subsurface storm drainage facilities and of subsurface groundwater drainage facilities. In such event, each Owner shall be deemed to have notice of the location of such drainage facilities as may be shown in such instrument.

5.02. Negligence. The cost of repair or replacement of any improvement to be maintained and kept in repair by the Declarant until completion of the Project, which repair or replacement is required because of the act or omission of any Owner, shall be the responsibility of and paid for by such Owner.

5.03. Right to Enter. Until Completion of Sales, after reasonable notice to the occupant, the Declarant or its agents shall have access over and upon any Lot when necessary in connection with any repair, maintenance, or replacement of improvements for which the Declarant is responsible or for the enforcement of this Declaration, and each Owner shall accept title to his Lot subject to such right of access of the Declarant or its agents.

## ARTICLE 6 USE RESTRICTIONS

In addition to the restrictions set forth in Articles 7 and 8 below, the following apply to the Project:

6.01. Residential Use. Except as otherwise provided in this Declaration, each Lot shall be used solely for the construction and occupancy of a residence for a single family and for no other purpose. Except as provided in section 6.20, no Owner shall use or cause or permit his Lot to be used for any business, commercial, manufacturing or mercantile use or purpose, or for any other nonresidential use or purpose. No structure shall be erected, altered, placed or permitted to remain on any Lot exceeding two and one-half (2 1/2) stories in height, and a private garage for not more than three (3) cars and other out buildings incidental to residential use of the Lot. The foregoing notwithstanding, it shall be expressly permissible for Owners to conduct certain business or commercial activities within their residence which do not conflict with local zoning ordinances, restrictions and regulations. No such activity shall be conducted which shall unduly burden traffic flows within the Project or cause parking of non-resident vehicles upon the street for unreasonable or excessive periods of time. by way of example but not limitation, the following uses shall, so long as they conform to the foregoing criteria, be considered acceptable: home day care for a reasonable number of children, infrequent garage sales, music lessons, tutoring, telemarketing, various other telephone related activities, crafts and hobbies that do not create an unusual noise nuisance. Until Completion of Sales, it shall be within the discretion of the Declarant to determine, on a case-by-case basis, which commercial and business related activities will be compatible with the residential nature of the Project.

6.02. Unlawful Activity. No unlawful activity shall be conducted on any Lot or in any other part of the Project. Nothing shall be done within the Project that is an unreasonable annoyance,



inconvenience or nuisance to the residents of the Project, or that unreasonably interferes with the quiet enjoyment of occupants of Lots. No doorways, walkways or streets shall be obstructed in any manner which would interfere with their use for ingress and egress in the event of fire, earthquake or other emergency.

6.03. Parking. Each home on a Lot will provide at least one (1) parking space (enclosed in a garage or otherwise) beside or behind the residence erected on the Lot. Additional parking spaces will be provided within the paved driveways on a Lot. Any automobile, motorcycle or truck shall be parked, stored or left in the parking spaces as provided or within the paved driveways wholly within the garage located upon the Lot, except to the extent same is already occupied to capacity, in which case such vehicle may be parked temporarily in the street but no more than 48 consecutive hours. This restriction shall not apply to sales trailers, construction trailers, or other vehicles which may be used by Declarant and its agent and contractors in the conduct of their business prior to Completion of Sales. No boat, truck, trailer, pre-manufactured home, camper, recreational vehicle or tent shall be used as a living or dwelling area within the Project. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway or in any garage within the Project, except in the case of emergency and except as may be permitted by the Rules and Regulations. No unlicensed vehicles may be left on a Lot.

6.04. Signs and Curtains. No Owner shall place on or about any window any metallic foil or other coating, substance or material which acts as a reflector of light and no Owner shall display, hang, store or use any signs, curtains, draperies, shades, stained glass or other articles whatsoever outside of the dwelling of any Lot so as to be visible from outside the Lot, excluding seasonal decorations and as may be permitted by the Rules and Regulations. Notwithstanding the foregoing, one professional sign of not more than one (1) square foot or one sign of not more than five (5) square feet advertising a Lot for sale or rent may be placed by the Owner on his Lot in such manner that it will be visible from outside the Lot. The prohibitions in this section shall not apply to Declarant or its agents, who may erect such signs as Declarant deems desirable to promote the sale of Lots.

6.05. Antennas. Except as may be permitted by the Declarant or the Architectural Control Committee as the case may be, no Owner shall construct, install, erect or maintain any television or radio pole, antenna, aerial, satellite dish, tower or support thereof upon any Lot or Improvement thereon.

6.06. Laundry. No laundry or wash shall be dried or hung upon the exterior of any Lot or any place visible within the Project from outside such Lot.

6.07. Fences. No fence or wall shall be erected on any building plot closer to the street than the side street setback or the front of the building facade except for temporary decorative fencing installed by the builder on a model home. Perimeter fencing and privacy fencing around patios, decks, or pools may not exceed six (6) feet in height. Perimeter fencing, unless constructed of brick or stone masonry, shall not have more than 50% of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. Chain link or other metal fencing is expressly prohibited, except that 2" x 4" mesh may be used with split rail fencing to contain animals within the yard.

6.08. Pets.

(A) No animals shall be raised, bred or kept on any Lot or a common area, except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets, such as dogs, cats, et cetera, shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months of age. Owners are responsible for cleaning up any mess that a pet creates or repairing any damage caused by a pet within a common area or on any Lot, including the pet owner's own Lot. No animal shall be allowed if such animal constitutes an unreasonable annoyance, inconvenience or nuisance to any other Owner. If the Declarant receives any complaint that an animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Declarant (or the Architectural Control Committee as the case may be) shall afford the Owner of such animal notice and opportunity for hearing, and if the Declarant finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Declarant may require that such animal be removed from the Project.

(B) Declarant (or Architectural Control Committee, as the case may be) may adopt Rules and Regulations concerning animals which are more restrictive than the provisions of this Declaration, including rules requiring that all animals be kept on a leash when in a Common Area and that animals be restricted to or away from designated areas within a Common Area and that Owners are responsible for cleaning up any mess that a pet creates within a Common Area. Declarant may adopt a rule prohibiting certain pets, which is more restrictive than the provisions of this Declaration, except that such rule shall not apply to animals residing in the Project at the time such rule is adopted. In any event, Declarant at any time may require that any animal found to be an unreasonable annoyance, inconvenience or nuisance be removed as provided in section 6.08(A).

6.09. Trash and Vegetation. No trash, rubbish, garbage or other waste material shall be kept or permitted upon any Lot,

except in sanitary containers located in an appropriate area screened and concealed from view. No weeds, vegetation, rubbish, debris, garbage, waste materials or materials of any kind whatsoever shall be placed or permitted to accumulate on any Lot or any portion of the Project which would render it unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupants of any property in such vicinity. Grass, hedges, shrubs, vines, and mass planting of any type on any Lot or any portion of the Project shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to appear neat and attractive. Trees, shrubs, vines and plant which die shall be promptly removed. This section 6.09 shall be applicable only to Lots conveyed to Owners other than Declarant or a Builder. Declarant and any Builder shall be exempt from the provisions of this section but shall have the obligation to take such steps as are reasonable and practical during the course of construction in order to maintain the cleanliness of the area.

6.10. Wells. No well for the production of, or from which there is produced, water, oil, gas or other substance shall be dug or operated anywhere within the Project, except upon the direction and under the authority of the Declarant or the Architectural Control Committee as the case may be. Provided, however, any well(s) dug or operated within the Project in connection with the supply of water pursuant to a community well system by Declarant or Builder, their successors and assigns, is hereby excepted from the provisions of this section 6.10.

6.11. Nuisance. No noxious or offensive activity shall be carried on in or upon any Lot or the Common Area nor shall anything be done thereon which may be or become an unreasonable annoyance, inconvenience or nuisance to the residents of the Project or unreasonably interferes with the quiet enjoyment of occupants of Lots. No Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any other residence or any part of the Common Area or which would be in violation of any law.

6.12. Building Setbacks. With respect only to Lots carved from TRACT I described under Exhibit A and TRACT II described under Exhibit B, no building, including a residence, shall be erected on any Lot nearer to any street (front) line and to any rear line than the building setback lines shown on the recorded map, and with respect to a corner Lot no residence or other building shall be located nearer than the distance shown on the recorded map to the side street line; also, no building, including a residence, shall be located nearer than ten (10) feet to the side lot line.

With respect to corner Lots, the front lot line shall be deemed the street line having the shorter frontage, and any residences erected on such corner Lots shall face the front line.

6.13. Temporary Structures. Except as provided in section 6.20, no residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, barn, detached garage, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6.14. Floor Space. The floor space of each home constructed upon a Lot carved from TRACT I described under Exhibit A or TRACT II described under Exhibit B shall be not less than fourteen hundred (1,400) heated square feet. The floor area of each home constructed upon a Lot carved from TRACT II described under Exhibit A or TRACT II described under Exhibit B shall be not less than fourteen hundred (1,400) heated square feet. PROVIDED, HOWEVER, that the aforesaid square footage requirement shall be based on interior floor space, exclusive of basements, garages, porches, decks, balconies and overhangs.

6.15. Accessory Structures. No metal carport, free standing metal garage, free standing metal utility building or other accessory structure shall be erected on any Lot or attached to any residence located on the Lot. However, one (1) wooden utility building or noncommercial greenhouse may be located in the rear one quarter (1/4) of any Lot so that it is directly behind the residence as viewed from a point on a line of sight perpendicular to the street. Such structure shall not exceed 600 square feet.

6.16. Unintentional Violations. In the event of the unintentional violation of any of the building line restrictions set forth herein, Declarant reserves the right, by and with the mutual written consent of the Owner of such Lot, to change the building line restriction set forth in the instrument, provided, however, that such changes shall not be in violation of any provisions of the zoning provisions of the appropriate governmental authority.

6.17. Above Ground Pools. No above ground pools shall be erected or installed on a Lot.

6.18. Miscellaneous Architectural Requirements. The driveway on a Lot shall be constructed of concrete. The mail box and paper box on a Lot shall be constructed of a standard post with two boxes attached. Lots shall be planted with standard size plantings along the front of the dwelling to screen the foundation. No above ground storage tanks shall be erected or installed on a Lot.

6.19. Exercise Equipment. All swing sets, skateboard ramps, basketball goals and similar equipment must be located within the building setback lines.

6.20. Declarant's Rights. Notwithstanding anything to the contrary contained in this Article or elsewhere in this

Declaration, each Declarant, its agents, employees and contractors shall not be restricted or prevented by this Declaration from doing, and each Declarant, its agent, employees and contractors shall have the right to do such things or take such actions as they deem necessary, advisable or convenient for completion and improvement of the Project as a residential community and for the sale, rental or other disposition of Lots in the Project. In the event of any conflict between two or more Declarants, the party who at that time owns the largest number of Lots will be the prevailing party. The rights of each Declarant, its agents, employees and contractors shall include, without limitation:

(A) The right and easement of ingress in, over and upon the Project for the purpose of performing on any part or parts thereof acts deemed necessary, advisable or convenient for the completion and improvement of the Project as a residential community and for the sale, rental or other disposition of lots;

(B) The right to erect, construct, maintain, demolish or remove structures and other improvements on the Project as it deems necessary, advisable or convenient for the completion and improvement of the Project as a residential community and for the sale, rental or other disposition of lots; and

(C) The right to use Lots and improvements owned by Declarant as models, sales offices and contractor's offices and to construct and display promotional, informational and directional signs and other sales aides on or about any portion of the Project.

#### ARTICLE 7 ARCHITECTURAL CONTROL

7.01. Review of Plans and Specifications. Declarant shall review and approve or reject all of the plans and specifications, and all other facts which in its sole discretion are relevant, for any building, addition, hardscape, landscape, irrigation system, swimming pool, spa, receiving or transmitting antennae or satellite dish, fence, wall or similar improvement, including any exterior changes or alterations in any existing improvement. Prior to commencement of any construction or installation of any improvement on the Project, the plans and specifications therefor shall be submitted to an Architectural Control Committee (the "A.C.C.") appointed by Declarant and construction thereof may not commence unless and until the A.C.C. has approved such plans and specifications in writing. The A.C.C. shall consider and act upon any and all plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration, including the inspection of construction in progress to assure its conformance with plans and specifications approved by the A.C.C.

The A.C.C. shall approve plans and specifications submitted

for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the surrounding area or the Project as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The A.C.C. may condition its approval of plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving the material submitted. The A.C.C. may also issue guidelines regarding anything relevant to its functions, including but not limited to minimum standards, procedures for the submission of plans and specifications for approval, and fines or other reasonable penalties for prosecution of work in violation of this Article 7. The A.C.C. may require a reasonable fee to accompany each application for approval. The A.C.C. may require such detail in plans and specifications submitted for its review and such other information as it deems proper, including without limitation, environmental impact statements. Until receipt by the A.C.C. of all required plans and specifications and other information, the A.C.C. may postpone review of anything submitted for approval. Upon receipt by the A.C.C. of all required plans and specifications and other information the A.C.C. shall have thirty days in which to approve or disapprove such plans and specifications in writing. If the A.C.C. fails to so approve or disapprove within said thirty day period, the plans and specifications shall be deemed to have been approved as though written approval had been given by the A.C.C., except for plans and specifications which are in direct violation of any provision of this Declaration in which event such violating plans and specifications shall be deemed to have been disapproved. All plans, specifications and plot plans are to be submitted to the A.C.C. at the following address:

Architectural Control Committee for Highland Creek  
c/o Piedmont Partners  
P. O. Box 23589  
Columbia, South Carolina 29224

The A.C.C. may change its address from time to time.

7.02. Formation of the A.C.C. The A.C.C. shall initially be composed of three members (employees of Declarant) or such other person or persons appointed from time to time by Declarant, and Declarant shall have the right to appoint all of the members of the A.C.C. until: (1) ninety percent (90%) of the Lots within the Project have been built upon and conveyed by Declarant to purchasers; or (2) Declarant's voluntary termination of control of the A.C.C. as evidenced by a recorded statement to that effect, whichever shall first occur. From and after such time or event, as the case may be, the A.C.C. shall be composed of three (3) or more representatives appointed by the majority of the Owners of Lots covered by this Declaration. Declarant shall have no

responsibility or liability for maintaining the active status of the A.C.C. Declarant shall have the exclusive right to appoint members to the A.C.C. until its control is relinquished as referenced above. During the period of Declarant control, the A.C.C. may appoint an advisory committee from among the initial Owners and delegate such duties and decisions to said advisory committee as it deems appropriate. Declarant shall provide notice to Owners of its decision to terminate its control of the A.C.C. at which time the Owners shall meet for the purpose of appointing three (3) or more Owners to serve as the A.C.C., each to serve for a period of time as Owners shall determine at each meeting. In the event of the death or resignation of any member of the A.C.C. appointed by the Owners, a new representative may be appointed by the majority of Owners. Should the Owners fail or refuse to appoint members of the A.C.C. following notification of terminate of Declarant control thereof, then the A.C.C. shall terminate and all provisions of this Article 7 shall be deemed null and void and of no further force or effect.

7.03. Waiver of Future Approvals. The approval or consent of the A.C.C. to any plans or specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the A.C.C. shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans or specifications or other matter whatever subsequently or additionally submitted for approval or consent.

7.04. Nonliability of the A.C.C. The A.C.C. shall not be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the A.C.C. under this Declaration unless due to the wilful misconduct or bad faith of the A.C.C. The A.C.C. shall review and approve or disapprove all plans and specifications submitted to it for any proposed improvement, including the construction, alteration or addition thereof or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and the Project generally. The A.C.C. shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

7.05. Declarant Exempt. Declarant's construction of homes and other improvements constructed on lots within the Project shall be exempt from the review and approval processes specified in this Article 7 regardless of whether or not control of the A.C.C. has been turned over to the Owners.

ARTICLE 8  
RECONSTRUCTION OF RESIDENCES

In the event of damage or destruction to a residence by fire or other casualty, the Owner shall within four (4) months diligently commence to reconstruct such residence as soon as reasonably possible and substantially in accordance with the original plans and specifications thereof; provided, however, that such residence shall be restored so that the exterior appearances thereof substantially resemble their appearances in form and in color prior to such damage or destruction. Notwithstanding the foregoing, however, any Owner of a damaged residence may request permission from the A.C.C. to reconstruct or repair his residence in accordance with revisions in the plans and specifications. The A.C.C. shall grant such requests only in the event that the proposed change or deviation will materially benefit and enhance the entire Project in a manner generally consistent with the plan and development thereof.

ARTICLE 9  
HOMEOWNER'S ASSOCIATION AND MAINTENANCE OF ENTRY FEATURE

The Declarant shall initially construct the entry feature and shall coordinate the maintenance of the entry feature for as long as the Declarant owns 10% or more of the lots within the project.

Declarant has caused to be organized a non-profit, non-stock association of property owners consisting of all of the owners of lots within the area subjected to these restrictions. By purchasing a property subjected to these covenants, each grantee, their heirs, successors or assigns, agrees to become a member of said association and to abide by such rules as may be promulgated by the association for the maintenance and upkeep of said areas of properties maintained by the association. Initially, each grantee agrees to pay to said association the sum of \$100.00 per lot per annum for the maintenance of the common areas by the association.

Declarant, its successors and assigns, shall have discretion to convey title to the Entry Feature and any portion of the Common Area, subject to the trust stated in section 1.04, to either (i) a validly constituted homeowners association of Owners, (ii) a non-profit organization or association whose purpose is to maintain the Entry Feature, or (iii) a governmental entity, on condition that such grantee expressly assumes responsibility for the maintenance of the Entry Feature.

ARTICLE 10  
MORTGAGEE PROTECTION

10.01. Interpretation. In the event any provision of this Article 10 is inconsistent with or contrary to any other provision of this Declaration, the provisions of this Article 10 shall



control.

10.02. Damage and Destruction Rights. In the event of substantial damage to or destruction of any Lot or improvements to a Lot no provision of any document establishing the Project shall entitle the Owner of a Lot or other party to priority over such Mortgagee with respect to the distribution to such Owner of any insurance proceeds.

10.03. Condemnation Rights. If any Lot or portion thereof is made the subject matter of any condemnation proceedings or is otherwise sought to be acquired by a condemning authority, no provision of any document establishing the Project shall entitle the Owner of a Lot or other party to priority over such Mortgagee with respect to the distribution to such Owner of the proceeds of any award or settlement.

10.04. Subordination. No provisions contained in this Declaration shall defeat or render invalid the lien of any Mortgage which is made in good faith and for value. Any Mortgagee who acquires title to or comes into possession of a Lot pursuant to exercise of remedies provided for in the Mortgage, including foreclosure by judicial action or exercise of a power of sale, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against the Lot which have accrued prior to the time such Mortgagee or purchaser acquires title to or comes into possession of the Lot; provided, however, that except as otherwise provided in this section, all of the limitations, restrictions, covenants, conditions, easements, liens, charges, assessments, and equitable servitudes contained herein shall be binding upon any Owner who title is derived through foreclosure sale, trustee's sale or otherwise.

#### ARTICLE 11 ANNEXATION

11.01. Right to Annex. Declarant shall have the right to annex to Phase I and thereby bring within the scheme of this Declaration part or all of the Additional Land and any other adjoining property. Annexation of any other real property shall not require any vote or approval of any Owners of the lots subject to this Declaration.

11.02. Procedure for Annexation. Any annexation shall be made by recordation of a Supplemental Declaration covering the real property to be annexed. The Supplemental Declaration shall describe the real property to be annexed. The Supplemental Declaration may contain such complementary additions and modifications to the terms of this Declaration as may be necessary or desirable to reflect the different character, if any, of the Phase being annexed and as are not inconsistent with the general scheme of this Declaration. Annexation shall be effective upon

recordation of the Supplemental Declaration and thereupon the real property described therein shall be subject to all of the provisions of this Declaration, to the extent made applicable by the Supplemental Declaration, and to the jurisdiction of the Association pursuant to the terms of this Declaration.

11.03 Water and Sewer Service Agreement and Restrictive Covenant entered into between City of Rock Hill and Piedmont Partners. The City of Rock Hill and the Declarant entered into a Water and Sewer Service Agreement and Restrictive Covenant by instrument dated May 14, 1996, a copy of which is attached hereto and made a part hereof as Exhibit "C". The owner of any lot within the subdivision by acceptance of a deed understands that lot owners must execute an Annexation Petition pursuant to the terms of the within described agreement.

ARTICLE 12  
ADJACENT PROPERTY OWNED BY DECLARANT

The Declarant also owns adjacent to Highland Creek Subdivision a tract of land containing approximately five (5) acres and fronting Heckle Blvd., which said tract is located in the southeast corner below Phase I of Highland Creek Subdivision. The property is presently zoned Multi-Family Use. This tract of land is specifically excluded from the Restrictions of Highland Creek Subdivision. The Declarant hereby agrees that there will be either a 50 foot landscape buffer or an eight (8) foot masonry wall constructed in the event the property is developed by Declarant or any subsequent purchaser. The lots adjacent to said tract are Lots 36 through 45 of Highland Creek Subdivision.

ARTICLE 13  
MISCELLANEOUS PROVISIONS

13.01. Interpretation and Enforcement. The provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of Declarant, each Owner or contract purchaser of a Lot, and their successors in interest. The A.C.C. shall have authority, in its absolute discretion, to interpret, and resolve all disputes regarding the covenants and restrictions contained in this Declaration. Any controversy or claim arising out of or relating to this Declaration may be settled by arbitration in accordance with the rules of the American Arbitration Association, or by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation and/or to recover all costs and damages suffered by the enforcing party as a result of such violation, including all costs and attorney's or other professional fees incurred by the enforcing party to prevent or correct the violation. Failure of Declarant, the A.C.C. or any Owner to enforce any covenant, condition or restriction, or exercise any rights herein contained shall in no

event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement (including attorney's fees and court costs) shall be at the expense of the violator or violators.

13.02. Independence of Provisions. The provisions of this Declaration shall be deemed independent and severable. Invalidation or partial invalidation of any provision of this Declaration by Judgment or court order shall not affect any other provision of this Declaration, and the remaining provisions shall remain in full force and effect.

13.03. Notices. Notices shall be in writing and shall be addressed as follows: (i) if to an Owner, to the address of his Lot; (ii) if to Declarant, to Piedmont Partners, P. O. Box 23589, Columbia, SC, 29224. Declarant may designate a different address for notices by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices by giving written notice of such change of address to Declarant.

13.04. Headings. The headings used in this Declaration are for convenience and reference only and the words contained therein shall not be held to expand, modify, or aid in the interpretation, construction, or meaning of this Declaration.

13.05. Enforcement. The failure of any Owner to comply with the provisions of this Declaration, shall entitle any Owner, including the Declarant, to maintain an action for the recovery of damages or injunctive relief or both, and such persons or entities, or any of them, shall have the right to enforce all limitations, restrictions, covenants, conditions, easements, liens, charges, assessments and equitable servitudes imposed by or pursuant to the provisions of this Declaration. Failure to enforce the provisions of this Declaration shall not be deemed a waiver of the right to do so thereafter. All remedies provided in this Declaration shall be cumulative and in addition to any other remedies available under law.

13.06. Equal Opportunity Housing. This Project provides equal opportunity housing. Each Lot sold shall be sold without regard to the race, creed, color, national origin, ancestry, religion, marital status, age or sex of the purchaser.

13.07. HUD and VA Approval. If this Declaration has been initially approved by HUD or VA in connection with any loan programs made available by HUD or VA and any loans have been made which are insured or guaranteed by HUD or VA, then until Completion of Sales, the annexation of Additional Land, and the amendment of this Declaration will require the prior approval of HUD or VA as applicable, unless the need for such approval has been waived by HUD or VA.

13.08. Exhibit. Exhibits A and B which are attached to this Declaration, are incorporated herein and made a part hereof by this reference.

13.09. Amendments. Prior to Completion of Sales, Declarant may amend this Declaration without the approval of any other Owner or Mortgagee provided the amendment does not materially alter or change any Owner's right to the use and enjoyment of such Owner's Lot as set forth in this Declaration and the amendment does not adversely affect the title to any Lot. In the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent of sixty-seven percent (67%) of the Mortgagees (based on one vote for each mortgage owned).

Should the Department of Veterans' Affairs, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Declaration or make such requirements less stringent, the Declarant, without approval of the Owners, may cause an amendment to this Declaration to be recorded to reflect such changes.

Any other amendments of this Declaration shall require the vote or written consent of the Owners of sixty-seven percent (67%) of the Lots subject to this Declaration.

Notwithstanding anything to the contrary contained in this Declaration, any amendment which establishes, governs, provides for or regulates any one of the following: (i) voting; (ii) assessments, assessment liens or subordination of such liens; (iii) responsibility for maintenance and repair of the Project; (iv) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (v) the boundaries of any Lot; (vi) leasing of ownership interests; (vii) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot; (viii) any provisions which are for the express benefit of Mortgagees; or (ix) any other material amendment shall require the vote or written consent of the Owners of sixty-seven percent (67%) of the Lots subject to this Declaration, and the written consent of sixty-seven percent (67%) of the Mortgagees. Any Mortgagee who does not respond within thirty (30) days request by the Declarant for consent to an amendment of this Declaration shall be deemed to have approved such request.

Any instrument amending this Declaration must be recorded in the official records of the County. Any such amendment shall be effective upon the date of recordation.

IN WITNESS WHEREOF, the undersigned, being the Declarant

herein, has executed this Declaration as of the date first above set forth.

WITNESS:

Patti B. Sizemore  
Thomas A. Givens

DECLARANT

PIEDMONT PARTNERS,  
a South Carolina Partnership

By: Albert D. Oliphant, III (SEAL)  
Albert D. Oliphant, III, Pres.

By: Interprop, Inc. Partner

By: Darnall W. Boyd (SEAL)  
Darnall W. Boyd, Pres.

By: Kenneth R. Wheat (SEAL)  
Kenneth R. Wheat, Partner

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF YORK                  )

PROBATE

BEFORE ME personally appeared Patti B. Sizemore, who on oath, says that she was present and saw the within named Piedmont Partners, a South Carolina partnership, by and through its General Partners, Kenneth R. Wheat, and A. D. Oliphant Company, Inc., by Albert D. Oliphant, III, President, and Interprop, Inc., by Darnall W. Boyd, President, publish, declare, subscribe, sign, seal and as the act and deed of the partnership, deliver the above written Declaration of Covenants, Conditions and Restrictions for Highland Creek; and that she with Thomas A. Givens witnessed the due execution thereof.

SWORN TO BEFORE ME THIS 31st )  
day of July, 1996. )  
Thomas A. Givens )  
Notary Public for SC )  
My Commission Expires: 6-15-98

Patti B. Sizemore

EXHIBIT "A"

(Legal Description of Phase I Highland Creek)

All those certain pieces, parcels or lots of land lying, being and situate in the County of York, State of South Carolina, and being shown and designated as **Lots 1 through 45** inclusive of buffer areas, on a Final Plat of Highland Creek Subdivision Phase I prepared by Williams Engineering, Inc. dated June 3, 1996, and recorded in the Office of the Clerk of Court for York County in Plat Book A.129 at Page 9.

EXHIBIT "B"

(Legal Description of Additional Property)

All that certain piece, parcel or tract of land lying, being and situate in the County of York, State of South Carolina, and being shown and designated as **90.25 acres (less 0.28 acres plus 0.034 acres for a net of 90.004 acres)** on a Boundary Survey for Piedmont Partners prepared by James T. Poore, Jr., Land Surveying, dated December 1, 1995, and recorded in the Office of the Clerk of Court for York County in Plat Book A-66 at Page 4 and being more particularly described according to said plat as follows: BEGINNING at an existing iron pin on the western edge of Heckle Boulevard and running thence N. 72-20-49 W. 19.14 feet to a point in the center of Wildcat Creek; thence with the center of Wildcat Creek with the following courses and distances, to wit: N. 23-41-01 W. 84.74 feet; N. 39-13-54 W. 48.95 feet; N. 55-17-10 W. 72.41 feet; N. 38-00-45 W. 39.16 feet; N. 53-50-25 W. 44.00 feet; N. 64-14-45 W. 88.23 feet; N. 29-15-30 W. 189.46 feet; N. 04-07-12 E. 107.37 feet; N. 11-39-45 W. 136.04 feet; thence leaving said creek, N. 63-29-15 W. 396.30 feet to an existing iron pin; thence N. 15-10-18 W. 593.94 feet to an existing iron pin; thence N. 60-19-47 E. 181.74 feet to an existing iron pin; thence N. 60-23-04 E. 152.33 feet to an existing iron pin; thence N. 60-14-22 E. 214.74 feet to an existing iron pin designated as "A"; thence from Point A to Point B along the following courses and distances, to wit: S. 14-06-56 E. 213.78 feet; N. 71-21-34 E. 49.37 feet; N. 73-23-44 E. 959.10 feet; S. 61-15-58 E. 569.84 feet; thence leaving Point B S. 56-02-55 E. 280.43 feet to an existing iron pin; thence N. 64-30-21 E. 198.88 feet to an existing iron pin; thence S. 10-38-45 W. 143.25 feet to an existing iron pin; thence S. 60-05-12 E. 100.78 feet to a new iron pin at the edge of right-of-way for Heckle By-Pass; thence with Heckle By-Pass in a southerly direction (R=5698.51 feet) for a distance of 414.28 feet; thence continuing with the right-of-way of Heckle Boulevard, S. 06-33-15 E. 1304.54 feet to an existing iron pin; thence continuing with the curve of Heckle Boulevard (R=1191.00 feet) for a distance of 98.37 feet to the point of beginning.

**SAVING AND EXCEPTING** the property described in Exhibit A herein and the property designated For Future Development located in the southeast corner of the Final Plat of Highland Creek Subdivision Phase I referred to in Exhibit A attached hereto.

S:\USERS\SHARE\TAG\REAL-EST\HIGH-CR2.RES

WATER AND/OR SEWER SERVICE AGREEMENT  
AND  
RESTRICTIVE COVENANT

WHEREAS, the real property identified below belonging to the undersigned property owner(s) is located outside the City of Rock Hill's municipal limits; and

WHEREAS, the owner's property is located in an area in which annexation to the City of Rock Hill may become appropriate in the foreseeable future; and

WHEREAS, the City of Rock Hill is under no obligation to furnish utility services to property located outside municipal limits; and

WHEREAS, the undersigned owner(s) wishes to obtain such utility services without the necessity of waiting until after an annexation makes the property of such owner(s) a part of the City; and

WHEREAS, such owner(s) requests the City to furnish such utility service to the owner's property as soon as possible without regard to whether or not such property is within the City; and

WHEREAS, the owner(s) of such property specifically agrees that he (she, it) will, at any time in the future, when presented with an annexation petition for the area including the subject property, sign such petition, and will sign any future petitions, in the event prior annexation efforts are unsuccessful; and

WHEREAS, the owner(s) understands that the obligation to execute an annexation petition, when presented, is a requirement for utility service outside the City and that failure to act in accordance with this obligation may, at the election of the City, cause discontinuance and termination of all services to the owner pursuant to this Agreement unless and until the owner agrees to execute the annexation petition or the annexation takes place without the owner's participation; and

WHEREAS, the owner(s) agrees that the obligation to execute annexation petitions continues so long as the City of Rock Hill provides utility service and the subject property remains outside the City and this owner will inform any future owner(s) that the obligation does so continue and run with the land; and

WHEREAS, the owner(s) hereby expressly imposes a RESTRICTIVE COVENANT upon the subject property requiring that any future owner(s) of the subject property must execute annexation petitions as presented, so long as subject property remains outside the City of Rock Hill and so long as utility services are provided to the



subject property by the City of Rock Hill; and, by acceptance of a deed to property subject to this obligation, such future owner(s) becomes bound thereby.

NOW THEREFORE, for and in consideration of the mutual benefits flowing from one to the other, the parties hereto covenant and agree as follows:

1. That the preambulatory recitals set forth hereinabove are true and correct and bind the parties as to their correctness.
2. That the City of Rock Hill agrees to furnish water and/or sewer services to the property described below upon the terms, conditions and covenants set forth herein.
3. That the owner(s) hereby imposes upon the property described below a RESTRICTIVE COVENANT requiring that future owners of the subject property be bound by the same terms, conditions and covenants as are set forth in this document, so long as the subject property remains outside the municipal limits of the City of Rock Hill and so long as it continues to be served by City of Rock Hill utility services; such future owner(s) being bound by acceptance of a deed to property subject to this covenant.
4. That the owner(s) hereby expressly agrees and directs that this document be recorded in the real estate records of York County in the Grantor Index so as to give record notice to any future prospective purchaser that the agreement contained herein is an obligation upon the land and running with the land until the occurrence of either of the two events set forth above.
5. This Agreement and RESTRICTIVE COVENANT ("Agreement") applies to the property of the owner as is more fully described hereinbelow:

DESCRIPTION

All that certain piece, parcel, or tract of land lying, being and situate in the County of York, State of South Carolina, and being shown and designated as 90.25 acres (less 0.28 acres plus 0.034 acres for a net of 90.004 acres) on a Boundary Survey for Piedmont Partners prepared by James T. Poore, Jr., Land Surveying, dated December 1, 1995 and recorded in the Office of the Clerk of Court for York County in Plat Book A-66 at Page 4; and being more particularly described according to said plat as follows: BEGINNING at an existing iron pin on

the western edge of Heckle Boulevard and running thence N. 72-20-49 W. 19.14 feet to a point in the center of Wildcat Creek; thence with the center of Wildcat Creek with the following courses and distances, to wit: N. 23-41-01 W. 84.74 feet; N. 39-13-54 W. 48.95 feet; N. 55-17-10 W. 72.41 feet; N. 38-00-45 W. 39.16 feet; N. 53-50-25 W. 44.00 feet; N. 64-14-45 W. 88.23 feet; N. 29-15-30 W. 189.46 feet; N. 04-07-12 E. 107.37 feet; N. 11-39-45 W. 136.04 feet; thence leaving said creek, N. 63-29-15 W. 396.30 feet to an existing iron pin; thence N. 15-10-18 W. 593.94 feet to an existing iron pin; thence N. 60-19-47 E. 181.74 feet to an existing iron pin; thence N. 60-23-04 E. 152.33 feet to an existing iron pin; thence N. 60-14-22 E. 214.74 feet to an existing iron pin designated as "A"; thence from Point A to Point B along the following courses and distances, to wit: S. 14-06-56 E. 213.78 feet; N. 71-21-34 E. 49.37 feet; N. 73-23-44 E. 959.10 feet; S. 61-15-58 E. 569.84 feet; thence leaving Point B S. 56-02-55 E. 280.43 feet to an existing iron pin; thence N. 64-30-21 E. 198.88 feet to an existing iron pin; thence S. 10-38-45 W. 143.25 feet to an existing iron pin; thence S. 60-05-12 E. 100.78 feet to a new iron pin at the edge of right-of way for Heckle By-Pass; thence with Heckle By-Pass in a southerly direction (R=5698.51 feet) for a distance of 414.28 feet; thence continuing with the right-of-way of Heckle Boulevard, S. 06-33-15 E. 1304.54 feet to an existing iron pin; thence continuing with the curve of Heckle Boulevard (R=1191.00 feet) for a distance of 98.37 feet to the point of beginning.

6. A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
7. In the event of any inconsistency or conflict between any term, covenant or condition of this Agreement and any other instrument, all terms, covenants and conditions of this Agreement shall in all respects be controlling, unless the owner(s) and the City of Rock Hill subsequently agree otherwise in writing.

WITNESSES:

Patricia B. Swinore  
(1st Witness)  
Christ K. Wood  
(2nd Witness)

Alfred [Signature] OWNER(S)  
Piedmont Partners, a  
South Carolina Partnership

ACCEPTED BY THE CITY:

J. Russell Allen  
Authorized Representative of  
the City of Rock Hill

Date: May 22, 1996

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PROBATE

BEFORE ME Personally appeared the undersigned witness and made oath that s/he saw the within named Grantor(s) sign, seal and as the Grantor's act and deed, deliver the within written Water and/or Sewer Service Agreement and Restrictive Covenant; and that s/he, with the other witness whose signature appears above, was present and witnessed the execution thereof.

Patricia B. Swinore  
1st Witness Signs Here

SWORN to and subscribed before me  
this 14<sup>th</sup> day of May, 1996.

Christ K. Wood  
Notary Public for South Carolina  
My Commission Expires: 4/20/02