

STATE OF SOUTH CAROLINA

Phase IV

DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS

COUNTY OF YORK

FILED FOR RECORD 07/13/2001
AT 01:17:05PM BOOK 03738 PAGE 00239
David Hamilton - Clerk of Court
York County Courthouse
Instrument Number: 00025861

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, (this "Declaration") made this 1st day of June, 2001, by and between Palmetto Land Consultants, L.L.C. f/k/a Huntington Properties, L.L.C., a South Carolina Limited Liability Corporation (hereinafter referred to as "Declarant") and any and all persons, firms or corporations hereafter acquiring any of the Lots shown on the maps hereinafter referred to.

WITNESSETH:

WHEREAS, Declarant is the Owner of that certain real property (the "Property") in that certain subdivision (the "Subdivision") known as Oak Ridge at Huntington Farms a/k/a at Huntington Farms, Phase IV, as shown on those certain maps (the "Map" or "Maps" as applicable) recorded in Book 8360 at Page 2, respectively, in the York County Public Registry;

WHEREAS, Declarant plans to sell the lots (the "Lots") in the Subdivision to persons, firms, or corporations for the construction of single-family dwellings and the use and enjoyment thereof (such purchasers being hereinafter referred to as the "Lot Owners"); and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set forth to restrict the use and occupancy of the Property for the protection of the Lots and the Lot Owners;

NOW, THEREFORE, Declarant hereby declares that the Lots shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with such Lots and be binding on all Lot Owners and any and all parties having any right, title or interest in such Lots, their heirs, successors, and assigns, and shall inure to the benefit of each such Lot Owner or party thereof. The Declarant and all Lot Owners hereby agree to restrict the Lots as follows:

SECTION 1. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total area of any Lot from the area designated on the aforesaid recorded map or plat, except by and with the written consent of the Declarant, or its successors or assigns, or by the written consent of two-thirds of the then current Lot Owners.

SECTION 2. RESERVED EASEMENTS. The Declarant reserves for itself, its successors and assigns, an easement in and the right at any time in the future to grant a ten-foot right-of-way over, under and along the rear and side lines of each Lot and a twenty-foot right-of-way or easement over, under and along the front portion of each Lot adjacent to, but Declaration of Covenants, Conditions and Restrictions

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lying outside of the margin of the right-of-way of the street on which such Lot is located, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for storm drainage purposes or for furnishing electric power, gas, water, sewer, cable television, telephone service and other utilities to the Lots or to any Lots in the Subdivision adjacent to the Subdivision which have been to will be developed by Declarant or its successors or assigns.

SECTION 3. RESIDENTIAL USE OF THE PROPERTY. All Lots shall be used for residential non-commercial purposes only, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling unit and any necessary structure customarily incidental to such residential use. The foregoing is not just a structural restriction, but also a usage restriction. No garage may be constructed for housing of guests, members of the family or domestic employees, and the construction or maintenance of "garage-apartments" is expressly prohibited. No portion of any Lot or any dwelling thereon may be rented or leased except for a lease of the entire Lot and all of any dwelling thereon for a term of not less than three (3) months for use as a residence for a single-family unit. In addition, no trucks, trailers or boats shall be located on the Property unless they are fully enclosed in a garage which has been approved under these guidelines.

SECTION 4. MINIMUM SIZE OF DWELLINGS. Dwellings shall contain at a minimum 2,400 heated square feet of finished floor area and must also have a two car garage. The minimum finished floor areas herein referred to shall not include basements, attached or detached garages, unheated storage areas, carports or porches of any type, screened, open or otherwise. These restrictions are to be followed precisely and Declarant will accept no variance from such minimum requirements.

SECTION 5. APPROVAL OF PLANS BEFORE CONSTRUCTION.

(a) **Improvement Approval.** Before (i) any building, structure, fence, sidewalk, hedge, landscaping, obstruction, wall or drive, shall be erected, planted, placed or altered on any Lot; (ii) any exterior addition or change shall be made or constructed or altered on any Lot; (iii) any grading, excavation or alteration of the topography of any Lot shall be made; or (iv) any activity, whether construction, grading or excavation, shall be conducted which would or might alter, increase, redirect, channel or otherwise change the direction, volume or rate of flow of any storm water runoff from such Lot or otherwise affect, impact overload the Subdivision's storm water drainage control system (collectively such activities shall be referred to as "Improvements"), Declarant, its successors or assigns, must expressly approve in writing such proposed Improvement to ensure the conformity and harmony of the external design of the proposed Improvement with existing or planned structures in the Subdivision. All proposed improvements shall comply with applicable governmental laws, ordinances, rules and regulations and the storm water drainage plans as originally conceived for the Subdivision, and no proposed Improvement may unduly burden the Subdivision's stormwater drainage control system. As to the approval of items described

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in clause (iv) above, the Declarant may condition its approval upon the submission by the Lot Owner of satisfactory evidence that all governmental approvals required in connection with such activity have been obtained and that such activity will comply with all applicable governmental laws, ordinance, rules and regulations; provided, however, that by and through such approval process Declarant undertakes no responsibility in protecting any Lot or Lot Owner from violations by any other Lot Owner of any statutory or common law regarding the duties and obligations of Property Owner with respect to the natural flow of water from, on or across such Property Owner's land, or the control over or effect upon any stormwater runoff emanating from such Property Owner's land. The approval by Declarant, its successors or assigns, shall be based on the size, plan and appearance of the principal residential structure, the location of the principal residential structure on the Lot, the size, plan and appearance of any attached or detached garage, the location and manner of construction of any driveway, swimming pool (in no event will above grounds pools be allowed), utility building, patio or other Improvement, the composition and color of all materials used on the exterior of any structure, and the location and type of any shrubbery and other landscaped features. Mere compliance with the required minimum heated area requirements established in Section 4 above will not ensure plan approval. In any event, no mobile homes or other similar manufactured housing will be permitted on the property in any way, shape or form.

(b) Procedure. Any Lot Owner desiring the Declarant or the Declarant's successors' or assigns' approval of any proposed Improvement to any Lot shall submit to the Declarant or its successors or assigns, (i) plans and specifications showing in such detail and manner as Declarant may require the nature, height (ii), materials and location of the proposed Improvement, and (iii) a check for \$100.00, which fee may be increased, decreased or waived by Declarant to cover the cost of administering such requests. All decisions by Declarant shall be based on the Declarant's discretionary determination as to whether any particular Improvement is suitable and harmonious with the general plan of development of the Subdivision. The Declarant may, but shall not be required to, promulgate and from time to time supplement or amend, based on new or changed technology or architectural aesthetic preferences, the architectural guidelines (the "Architectural Guidelines" attached hereto as Exhibit A) to assist Lot Owners in preparing plans that comply with the aforesaid architectural standards. The Declarant's approval or disapproval of any proposed Improvement shall be in writing. In the event that the Declarant fails to approve or disapprove any proposed Improvement within thirty (30) days after the plans and specifications in such detail as the Declarant may require have been submitted to Declarant with the aforementioned fee, no approval will then be required and compliance with this Section shall be deemed to have been obtained. Subsequent to the approval of any proposed Improvement, the Lot Owner shall have the responsibility for making such Improvement in accordance with the plans and specifications as approved. Approval by Declarant of any proposed Improvement shall not constitute or be construed as approval of the structural stability, design or quality of any Improvement or compliance of any such Improvement with applicable laws and codes.

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The Declarant may appoint, dismiss, replace members of, add members to, and/or dismiss members from an architectural review committee (the "Architectural Review Committee") consisting of one or more individuals to review and approve proposed plans in the place and stead of Declarant. Upon the vesting of Declarant's rights in the Association or the Homeowners Association, as defined in Section 15 below, pursuant to the terms of said Section 15, the Association or the Homeowners Association shall appoint an Architectural Review Committee (the "Association Architectural Review Committee") which shall act as successor to the Declarant or the Architectural Review Committee and shall be vested with the Declarant's right of architectural approval (including the right to promulgate or amend the "Architectural Guidelines") as specified in this Section.

(c) **Remedies/Declarant.** The plans and specifications for the proposed Improvement must be submitted prior to any ground breaking or construction. If the Lot Owner fails to submit such plans for approval, whether such failure is intentional or not, and Declarant, its successors or assigns, fails to demand enforcement of the restrictions set forth in this Section by mere inadvertence or otherwise, such failure on the part of Declarant, its successors or assigns, shall not constitute a waiver of Declarant's, its successors' or assigns', right of approval nor of any right to enforce, at law or in equity, all conditions, covenants and restrictions contained in this Section. Any Lot Owner which fails to obtain the approval required in this Section 5 will be proceeding in constructing an Improvement at his own risk. In addition, in the event that the Declarant, its successors or assigns, must resort to legal action to enforce the restrictions herein set forth, Declarant, its successors or assigns, shall be entitled to recover reasonable attorney's fees from the offending Lot Owner.

(d) **Commencement of Construction in Twelve (12) Months Required.** If Owner fails to commence construction within one year of closing, Declarant will have the right to repurchase such lot at the sales price plus eight percent (8%) interest on a per annum basis.

SECTION 6. SETBACK LINES FOR BUILDINGS.

(a) **Setback Lines.** No building, fence, wall or continuous hedge or planting shall be located in the area between the front property line of any Lots and the setback lines shown on the recorded map referred to above.

Outbuildings located to the rear of the main residence and permitted by Declarant in accordance with the approval procedure set forth in Section 5 as not being disruptive desired by Declarant in this general plan of development shall not be allowed within two (2) feet of any side or rear Lot line provided, however, that Declarant reserves the right to require location of said outbuildings a distance of up to ten (10) feet from the side or rear Lot line (or twenty (20) feet in the case where any rear Lot line abuts the side Lot line of any adjoining Lot or any side Lot line abuts a street) if Declarant, in its sole discretion, feels that the size or design of said out buildings require such. No fence, wall or continuous hedge or

planting shall be permitted to extend beyond the front line of the main residence to the front portion of the Lot unless specifically agreed to in writing by the Declarant.

(b) **Violation of Setback Line Requirements.** Declarant may waive an unintentional, minor violation of any of the building line restrictions herein set forth. The decision as to whether the violation is "minor" is solely within the discretion of the Declarant, its successors or assigns, and said decision shall be a final determination of the issue.

SECTION 7. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES. No trailer, camper or other structure of a temporary nature shall be erected upon any Lot and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently upon any Lot, and no motor homes, camper, motorized vehicles, trailers or boats with trailers shall be allowed or permitted to be stored or kept on any Lot, or on the street or streets adjoining such Lot, in excess of seventy-two (72) continuous hours unless completely contained in a carport, garage or other approved outbuilding.

SECTION 8. NUISANCE AND UNSIGHTLY MATERIALS. No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision. All security systems installed in residences in the Subdivision must have automatic reset mechanisms that limit any exterior noise to a reasonable length of time. Any residence with a security system that emits noise audible to the residents of adjoining Lots for more than reasonably appropriate length of time shall be deemed a nuisance within the meaning of this Section. No exterior antennas, towers, satellite dishes greater than 36 inches in width, solar panels or other equipment maybe installed on any Lot or attached to any structure on any Lot without receiving Declarant's prior written consent. No statues, animal replicas, basketball goals or similar appurtenances shall be placed or erected in the front or side yard of any Lot without Declarant's prior written consent. No person may keep any animal or poultry upon any part of a Lot except that any Lot Owner then occupy upon a Lot may keep customary household pets upon such Lot; provided, that such pets (i) are not kept, bred or maintained for any commercial purposed; (ii) that such pets are not kept in such numbers, or of such a nature, or in such a manner as to become a nuisance to the other Lot Owners or residents of the Subdivision; and (iii) are not of a breed or type that has been identified or designated as "dangerous" or otherwise require their owners to implement special precautionary measures under the provisions of any local animal control or other applicable law or regulation. In addition, all pets must be keep on leashes or in enclosed yards.

SECTION 9. MAINTENANCE OF LOT. Each Owner shall keep his Lot in an orderly condition, including routine mowing of grass, and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty, including water or sewer casualties. No Lot shall be used in whole or in part for storage of rubbish whatsoever nor

for the storage of any property or thing or the conduction of any activity that will be a nuisance or cause any noise that will disturb the peace and quiet of the residents of surrounding Lots, and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits, not in excess of three (3) days, of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units. In the event that any Lot Owner of this Declaration, including the payment or repayment of any cost or charges for which such Lot Owner is responsible hereunder, the Declarant, its successors or assigns, or any of the then existing Lot Owners within the Subdivision that the offending Lot Owner promptly comply with and remedy the same by mailing a notice to the Owner at the address of his Lot identifying the offensive activity or such failure of payment or other non-compliance, or by posting such notice on a sign placed in the front yard of such offending Lot Owner's Lot. If the mailing or posting of such notice, the Declarant or any other Lot Owner, by and with the approval in writing of five (5) of the then existing Lot Owners in the Subdivision, may make such payment if such payment has not already been made by the Declarant, the Association or the Homeowners Association, or offending Lot Owner's expense, or obtain injunctive relief by order of court of competent jurisdiction, in which event the offending Lot Owner shall be responsible for the costs and expenses of correcting such violation or non-compliance, including attorneys' fees, associated with obtaining such injunctive relief. All Lot Owners, by acquiring property subject to these restrictions, agree (i) to pay all such costs and expenses that are the responsibility of the Lot Owner or a particular Lot Owner pursuant to the provisions hereof promptly upon demand and (ii) that until such time as such costs and expenses are paid, the Declarant or its successors and assigns as provided for herein, shall be entitled to and shall have a lien upon the offending Lot Owner's Lot in the amount of such costs and expenses (the "Association Lien"). No such entry as provided herein shall be deemed a trespass.

SECTION 10. SIGNBOARDS. No signboard, billboard or advertising sign of any description shall be allowed on any Lot with the exception of:

- (a) One sign stating "For Rent" or "For Sale", which sign shall not exceed two feet by three feet in dimensions and shall refer only to the Lot on which displayed;
- (b) The name of the resident of any Lot and the street address, the design of which shall be furnished to the Declarant upon request and shall be subject to approval by the Declarant; and
- (c) During construction of a dwelling, one sign stating the name of the builder or contractor, which sign shall be not more than six (6) square feet.

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SECTION 11. ENFORCEMENT. The Declarant, any Owner, or any other person, firm or corporation owning any interest in a Lot, shall have the right to enforce, by any proceeding at law or equity, all conditions, covenants and restrictions now or hereinafter imposed by the provisions of this Declaration. Any failure by such party to enforce any such covenant, condition or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, in the event that the Declarant, its successors or assigns, must resort to legal action to enforce the restrictions herein set forth, Declarant, its successors or assigns, shall be entitled to recover reasonable attorney's fees from the offending Lot Owner.

SECTION 12. SEVERABILITY. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any of the other provisions not expressly held to be void, and such remaining provisions shall remain in full force and effect.

SECTION 13. EFFECTIVE PERIOD. The covenants, conditions and restrictions of this Declaration shall run with the land and bind the Lot Owners of the Lots for a Period of twenty-five (25) years from the date this Declaration is recorded, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless terminated as hereinafter proved. The reserved easements shall permanently run with the Lots.

SECTION 14. AMENDMENT AND TERMINATION. This Declaration may be altered, modified, cancelled or changed at any time in any manner by a written document executed by the Declarant together with the Lot Owners of a majority of the Lots then owned by persons or entities other than the Declarant. Any such amendment must be recorded in the York County Public Registry and shall not be effective until so recorded the initial twenty-five (25) year term hereof, this Declaration may be modified or terminated by a vote of the Lot Owners of a majority of the Lots.

SECTION 15. SUCCESSOR TO DECLARANT. Upon the earlier of (a) a transfer by Declarant of its rights hereunder pursuant to a date of recordation of this Declaration (the "Transfer Date"), or (b) five (5) years all of the rights, duties, benefits, privileges and obligations of Declarant hereunder shall vest automatically in the Developer's Lot Owners Association (the "Association") unless such vesting shall instead occur in favor of an association formed by the Lot Owners (the "Homeowners Association") if on or before said five (5) year deadline, the Lot Owners shall elect to form the Homeowners Association by affirmative vote of at least a majority of the Lot Owners undertaken any time between three (3) years and five (5) years after the date of recordation of this Declaration. The assumption of such rights, duties and obligations by the Homeowners Association shall be evidenced by a Memorandum of Assumption recorded in the Office of the Register of Deeds of York County, South Carolina. In the event a Memorandum of Assumption has not been executed

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the duties and obligations of Declarant herein shall vest automatically in the Association, or its successors or assigns. Any reference to Declarant herein shall include a reference to Declarant or its successors or assigns.

SECTION 16. ADDITIONAL PROPERTY. The Declarant anticipates developing additional property in the vicinity of the Subdivision. In such event, the Declarant may, at its sole option, either annex such property to the Subdivision by a recorded instrument, in which case each Lot within the annexed area (the "Annexed Property") shall be considered a Lot hereunder and shall be governed by this Declaration (except that all time limits referred to in Section 15 above shall run from the date of annexation of the Annexed Property), and each such Lot Owner within the Annexed Property shall automatically become a member of the Association, or a member of the Homeowners Association, regardless of whether the Declarant imposes the same, additional or lesser restrictions on such Annexed Property, or imposes no additional restrictions on the Annexed Property, in which case this Declaration shall govern the use and development of the Annexed Property. Nothing contained shall be construed to impose any restrictions on or easements in any land or property owned by the Declarant other than the Subdivision.


SECTION 17. DECORATIVE LIGHTING. Declarant shall have the right, and reserves an easement to install or cause to be installed decorative lighting fixtures or light poles (the "Decorative Lighting") along any or all of the streets within the Subdivision, either the right-of-way of such streets or, if required by applicable government laws, rules or regulations, within the twenty-foot easement reserved in Section 2 above along the margin of the right-of-way of each street on which each Lot fronts. Any costs, fees, charges or assessments levied or assessed; by the Association, the Homeowners Association, any utility company, or any governmental body or agency or municipality in connection with the maintenance, upkeep, repair or replacement of said Decorative Lighting will be paid by Owners of all of the Lots in the Subdivision on a pro rata basis, unless any of such maintenance or repair work with respect to a particular light fixture is necessitated by the action or wilful inaction of the Owner of such Lot (or any of such Lot Owner's relatives, invitees or guests), in which event the entire cost of such maintenance or repair work shall be paid by such Lot Owner. The funding of such costs may at the sole discretion of the Association or the Homeowner's Association be paid from the Homeowner's due, or be paid directly by each Lot Owner.

SECTION 18. HOMEOWNER'S DUES. Each Lot Owner shall be obligated to pay to the Association or the Homeowner's Association the sum of \$150.00 per year as homeowner's dues which funds shall be used for the preservation and improvement of the Subdivision, which may include additional phases. There is an automatic five percent (5%) cumulative per year increase allowed. An increase of greater than five percent (5%) will require a two-thirds (2/3) vote of all Lot Owners which will include Lots owned by Declarant.

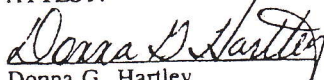
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be duly executed under the seal on the day and year first above written.

PALMETTO LAND CONSULTANTS, L.L.C.
f/k/a HUNTINGTON PROPERTIES, L.L.C.

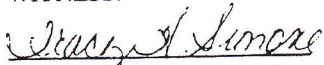
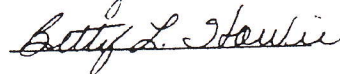
BY:


Pete A. Lang, Member

ATTEST:



Donna G. Hartley

WITNESS:

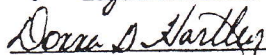



STATE OF SOUTH CAROLINA
COUNTY OF YORK

PERSONALLY appeared before me Tracy H. Simone, who, in oath, says that s/he saw the within-named PALMETTO LAND CONSULTANTS, L.L.C., f/k/a Huntington Properties, L.L.C. by Pete A. Lang, its Member and Donna G. Hartley, its Secretary, sign the within Declaration of Covenants, Conditions and Restrictions, and the Corporation, by said officers, seal said Declaration of Covenants, Conditions and Restrictions, and as the act and deed, deliver the same and that she with Betty L. Howie witnessed the execution thereof.


Witness

SWORN to before me this 13
day of June, 2001.

 (LS)
Notary Public for South Carolina
My Commission Expires: 02-10-09