

STATE OF SOUTH CAROLINA)
)
COUNTY OF KERSHAW)

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DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS FOR LONGVIEW
SUBDIVISION, ELGIN, SOUTH CAROLINA

THIS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS, made and entered into this the 24th day of February, 2015, by and between Claude Campbell Properties, LLC, hereinafter referred to as "Developer", and John Doe, hereinafter referred to as "Future Owners" or "Owners" of Lots within subdivision.

WITNESSETH:

WHEREAS, Developer is the owner of tracts of land described in that Deed recorded in Deed Book 3327 at Page 214, on January 21, 2015, in the office of the Clerk of Court for Kershaw County, South Carolina (hereinafter "the Property"); and

WHEREAS, the property subject to this document is more particularly shown and designated on that plat of survey prepared by Robert H. Lackey Surveying, Inc, dated January 27, 2015 and recorded in the office of the ROD for Kershaw County in Plat Book C169 at page 4; and,

WHEREAS, the Developer plans to develop the Property as residential Lots along with supporting infrastructure to be locally known as LONGVIEW SUBDIVISION; and

WHEREAS, Developer desires for the benefit of future purchasers of Lots making up Longview Subdivision shall be developed as a restricted area and used exclusively as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and for the advantage which the Developer and Future Owners will receive from the sale and ownership of restricted Lots, Developer and its successors and assigns do hereby covenant and agree with all other persons, firms, or corporations now owning or hereafter acquiring any portion of Longview Subdivision as set forth on the above referenced plat of survey or as may be amended in the future, for full value received, and the Owner covenants and agrees upon acceptance of a deed or deeds of conveyance to any of the Lots making up the development that the development is hereby

subjected to the following restrictions as to the use and occupancy thereof, running with the land by whomsoever owned, in addition to those set forth in the deed of conveyance recited above, to wit:

ARTICLE I

PURPOSE; LAND SUBJECT TO RESTRICTIONS

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of the same has been the creation of a community which is aesthetically pleasing and functionally convenient.

Developer reserves the right to modify, amend, revise and add to the above referenced plat, at any time, and from time to time, setting forth such information as may be deemed necessary with regard to the Lots or Common Area, including without limitation, the locations and dimensions of the lots, the private roads, utility systems, drainage systems, utility easements, drainage easements, access easements, common areas and building setback line restrictions.

ARTICLE II

DEFINITIONS

The following are terms that shall be considered as defined terms under this Declaration and the same definition shall be applicable whether the word is shown as singular or plural, capitalized or not.

1. "Association" shall mean Longview Subdivision of Elgin Home Owners Association, Inc., a South Carolina non-profit corporation, its successors and/or assigns.
2. "Board" shall mean the Board of Directors of the Association.
3. "Bylaws" shall mean the Bylaws of the Association and any amendments thereto. The original Bylaws of the Association are kept on file with the Developer and shall be on file with the office of the Association and are incorporated herein by reference.
4. "Common Areas" shall mean those areas expressly designated by the Developer as "Common Areas" on recorded plats and any and all access roads shown thereon necessary for the use and enjoyment of all Owners of Lots within the development. Prior to the expiration of the Developer Control Period as provided below, the Developer shall convey by Special Warranty or Non-Warranty deed or by an easement instrument ownership and/or use of the Common Areas to the Association.

5. "Developer" shall mean Claude Campbell Properties, LLC, its successors or assigns.
6. "Developer Control Period" shall mean the time in which Developer has to exercise certain exclusive rights hereinafter reserved. The Developer Control Period shall be the earlier of (i) when all of the Lots have been sold or transferred to parties other than the Developer, or (ii) such earlier time as determined in Developer's sole discretion by the recording of a written instrument in the Kershaw County Register of Deed's office executed by Developer and expressly terminating the Developer Control Period or transferring control to the Board of the Association.
7. "Declaration" shall mean this Declaration of Covenants, Restrictions, Easements, Reservations, Terms and Conditions and any amendments thereto.
8. "Governmental Entity" shall mean any and all federal, state or local governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the development.
9. "Longview Subdivision" shall mean that planned community made up of Lots, Common Areas and infrastructure located within the boundaries of the property described herein.
10. "Lot" shall mean a physical portion of the development designated with a number on a plat recorded in the office of the Register of Deeds for Kershaw County, intended for separate ownership or occupancy by an Owner, and restricted to single-family residential use. A Lot designated shall be deemed "Improved" when a residence has been completely constructed thereon and an Occupancy Permit has been issued by Kershaw County. All other Lots shall be deemed "Unimproved".
11. "Modular residence" shall mean a residential dwelling delivered to a property in completely constructed box-sections to be fastened together on-site.
12. "Owner" shall mean and refer to the owner or owners, as shown by the real estate records in the Register of Deeds office for Kershaw County, South Carolina, of any Lot situated within the development. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.
13. "Plat" shall mean any existing or future plat of the development placed of record in the Register of Deed's office, together with all amendments thereto, as approved by the governmental entity, if any, having authority to regulate subdivisions.
14. "Reasonable attorneys' fees" shall mean attorney's fee.
15. "Single Family" shall mean a group of one or more persons each related to the

other by blood, marriage or legal adoption or having a guardian/ward relationship created by decree of a Court of competent jurisdiction, or a group of not more than three persons not all so related, who maintain a common household in a dwelling.

16. "Single-Family Residence" shall mean a dwelling constructed in accordance with the restrictions and conditions set forth in Article VII hereof.

17. "Single-Family Residential Use" shall mean the occupation or use of a Single Family Residence in conformity with this Declaration.

18. "Structure" shall mean any building, (including, but not limited to, house or garage) lampposts, driveway lights, fence, wall, swimming pool, tennis court, detached antenna, satellite dishes or other receivers/transmitters, mailboxes, fuel tanks, septic systems, dog lots, playsets, and sports equipment or any other thing artificially erected or installed on or under a Lot.

ARTICLE III

PROPERTY RIGHTS AND EASEMENTS

Section 1. Owner's Easements of Enjoyment to Common Areas. Subject to the provisions of this Declaration, and the rules and regulations established by the Developer and the Board, every Owner of a Lot shall have a permanent and perpetual right and easement of enjoyment in and to the Common Areas, existing now or in the future, which shall be appurtenant to and shall pass with the title to any Lot, subject to:

- (a) the right of the Developer or Board to convey any Common Area with a concurring vote of 80% of the members of the Association;
- (b) the right of the Developer or Board to lease or grant easements or licenses of use over the Common Areas without a vote of the members of the Association;
- (c) the right of the Developer or Board to dedicate any road and utility rights of way within the development to any Governmental Entity or public utility without a vote of the membership of the Association;
- (d) the right of the Developer or Board, after an opportunity for a hearing, to suspend the use of the Common Areas (except for access to a Lot) by an Owner, his tenant or their invitees for any period during which any assessment against his Lot remains unpaid or for any infraction of the use restrictions contained in this Declaration or the rules and regulations promulgated by the Board;
- (e) the right of the Developer or Board to reasonably regulate, locate, and direct

access routes and to designate parking locations, and;

(f) the right of Developer, as determined in the Developer's sole discretion, to grant and reserve unto itself, its successors and/or assigns the right of access for road and utility purposes over or under the Common Areas or Lot owned by Developer to any parcel of land, whether located within or outside the development, whether owned or not owned by the Developer and regardless of the use of the beneficial parcel.

Section 2. Waiver of Unlimited Access. Each Owner, by acceptance of a deed or other instrument conveying any interest in any Lot, does waive all rights of unlimited and uncontrolled access, ingress to and egress from such Lot, and agrees that:

(a) To attempt to provide a more secure environment, access, ingress, and egress to and within the development may be controlled, restricted, and limited to exclude uninvited members of the general public; and

(b) Access, ingress and egress from any Lot shall be limited to the roads, walkways, and paths designated as Common Areas on the Plat.

Provided, however, that subject to the provisions of this Declaration, vehicular and pedestrian access to and from all Lots shall be available at all times.

Section 3. Gates and Attendants. Developer and/or the Board may, but shall not be required to, provide a gate at or near the entrance to the development which gate may or may not be attended by one or more attendants for the purpose of limiting vehicular and pedestrian access to the development.

Section 4. Easements to Government Entities. Subject to the provisions of this Declaration, Developer does hereby grant a permanent, perpetual and non-exclusive easement to each department, branch or agency of any Governmental Entity, and to any agents or employees of said Governmental Entity, over, across and through all roads within the development, now or in the future, for the purpose of performing such duties and activities as may be necessary or desirable for the common welfare of all owners or for the Association which may include, but are not limited to, duties and activities related to law enforcement, fire protection, garbage collection, mail delivery and medical and emergency services.

Section 5. Easements to Utilities. Subject to the provisions of this Declaration, Developer reserves the right to grant to any utility companies designated by the Developer, and its successors and/or assigns, a permanent, perpetual and non-exclusive easement over, across, under and through:

(a) all Common Areas;

- (b) 10 feet inside the boundaries of all Lots; and
- c) as shown on the Plat

now or in the future, for the purpose of installing, replacing, constructing, maintaining, and operating utilities or utility systems which are necessary or desirable for the use of any part of the development which include, but are not limited to, publicly or privately owned and operated electrical service, communication service, water service, sewer service, gas service, cable television, drainage systems, pipes, lines, conduits, storage devices, equipment, machinery or other devices necessary to the provision of such utility services. The easements established, reserved and granted herein shall include the right, where reasonably necessary, to cut and remove trees and other vegetation, to dig, excavate fill and take any other action necessary to provide for the installation, maintenance, replacement, relocation or operation of any utility service.

Provided, however, that the easements herein granted or reserved shall not cause any undue interference with the use or occupancy of any Lot and further, that Developer and/or the Board shall use good faith efforts to attempt to cause any utility provider, utilizing this easement, to repair any damage caused by such utility.

Section 6. Easements Reserved to Developer.

(a) Easements for Access. Developer reserves to itself, its successors and/or assigns, a perpetual alienable right to provide access over and across the roads and other Common Areas, if any, or across any Lot owned by Developer to any parcels of land, whether within or outside the development, whether owned or not owned by Developer and regardless of the use of the beneficial parcel.

(b) Easements for Utilities. The Developer reserves to itself, its successors and/or assigns the utility easements referred to in Section 5 above and Developer, in its sole discretion, may make such utility easements appurtenant to any parcel of land whether within or outside the development, whether owned or not owned by Developer and regardless of the use of the beneficial parcel.

c) Easements for Stormwater and Drainage. Developer, its successors and/or assigns, may cut drainways or utilize existing natural drainways for surface or storm water wherever and whenever such action may appear to Developer to be necessary in order to maintain proper drainage and reasonable standards of health, safety and appearance. Developer, in its sole discretion, may make such utility easements appurtenant to any parcel of land whether within or outside the development, whether owned or not owned by Developer and regardless of the use of the beneficial parcel.

(d) Easements for Vegetative, Pest or Fire Control. Developer reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on and over and under all Common Areas within the development to dispense pesticides and take other action which in the opinion of Developer is necessary or desirable to control insects, vermin and undesirable vegetation. The Developer reserves the right to cut fire breaks and other activities on, over and under all areas within The development which in the opinion of Developer are necessary to control fires. Developer, however, is under no duty to take such actions as herein above provided.

Where utility easements appear on the plat of the subdivision, the owners of those lots affected agree to maintain in a satisfactory and sanitary manner, by keeping open and accessible, those easement areas and in no way alter or otherwise hinder the easements.

Section 8. Easements Appurtenant Upon Transfer of Lot or Common Area

All easements referred to in this Article III that are reserved unto the Developer, its successors and/or assigns or the Board shall be automatically appurtenant to any Lot or Common Area at the time of transfer of said Lot or Common Area from the Developer, its successors and/or assigns, regardless of whether the deed of conveyance expressly reserves such easements.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND ASSESSMENTS

Section 1. Membership in the Association. Every Owner of a Lot shall be a member of the Association and bound by this Declaration, the Articles of Incorporation of the Association and its Bylaws and rules and regulations as hereafter promulgated. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Powers of the Association. The Association shall have such powers as are enumerated in its Articles of Incorporation, its Bylaws or as provided under South Carolina law.

Section 3. Creation of the Lien and Personal Obligation Assessments. Each and every Owner of a Lot by acceptance of a deed therefore, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges for maintenance expense, including but not limited to property taxes, utility fees for lighting and irrigation, and the upkeep of roadways, rights-of-ways and all common areas, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and as stated in the Bylaws. All such annual and special assessments, together with interest, costs and reasonable attorney's fees for the collection thereof shall be a charge and lien upon a Lot and its improvements. The amount owed shall be a continuing lien upon the applicable property against which such assessment is made, prior to all other liens

except only (i) purchase money mortgage liens filed of record, (ii) real estate taxes and other governmental assessments or charges against the Lot and (iii) liens and encumbrances recorded before the recording of the Declaration.

Each such assessment, together with interest, costs, and reasonable attorney's fees for the collection thereof, shall also be a personal financial obligation of the person, or persons, who was, or were, the Lot owner or owners at the time when the assessments became due. The personal financial obligation for delinquent assessments shall not pass to successors in title to any such Lot unless expressly assumed by such purchaser; PROVIDED, HOWEVER, the same shall be and remain a charge and lien upon any such Lot and improvements until paid or otherwise satisfied except as may herein otherwise be provided.

Section 4. Purpose of Assessments. The assessments levied by the Board shall be used for the purposes in keeping with a nonprofit corporation as set forth in the Association's Articles of Incorporation. Specifically, the assessments shall be used to promote the health, safety and welfare of the Owners and residents of the development and for the improvements, maintenance and repair of the Common Areas, and easements appurtenant thereto, for the enforcement of these covenants; the provision of reserve funds, the employment of attorneys, accountants, and other professionals to represent the Association, when necessary, and for payment of local taxes, insurance and special governmental assessments on or to the Common Areas together with payment of services, if any, provided to the residents by the Association.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy in accordance with its Bylaws, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including, but not limited to, fixtures and personal property (such as road signs) related thereto and to pay special governmental assessments.

Section 6. Rate of Assessment. The determination of the total amount of Common Expenses for any given year shall be within the sole discretion of the Board or if during the Control Period, the Developer. The assessment for each Lot sold by the Developer shall initially be the annual sum of Two Hundred Twenty Five (\$225.00) Dollars payable at closing, after having been prorated to the date of closing based on the current calendar year. The Board, or if during the Control Period, the Developer, may adjust the rate of assessments for common expenses from time to time as necessary. It is within the Board's, or if during the Control Period, the Developer's discretion to determine what assessment is warranted in cases where a Lot is combined or subdivided.

Section 7. Effect of Nonpayment of Assessments.

(a) Remedies of the Association. Any assessments which are not paid when due as determined by this Declaration and the Board shall be delinquent. If the assessment is not paid

within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum, and the Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against his property, and interest, costs and reasonable attorney's fees of any such action for collection thereof shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges and liens as a debt and to enforce the aforesaid charge and lien by methods available for the enforcement of such liens. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all members of the Association. The Association, acting on behalf of its members, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient. No owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

After notice and opportunity to be heard, the Association may restrict the use of Common Areas (not including rights of access to Lots) by a Lot owner who is delinquent in paying assessments.

(b) Remedies of Developer. To the extent that any Lot owner fails to pay his assessments relating to the Common Areas, then Developer shall have during the Developer Control Period, the right, but not the obligation, in addition to the Association, to use any of the remedies enumerated above, including filing a lien against the defaulting owner and pursuing the enforcement of such lien and other remedies available under South Carolina law.

The remedies given herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of Developer or Association to exercise any or all of the others or those which may be permitted by law or equity. The failure to enforce any rights, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bear or affect its enforcement.

Section 8. Association Responsibility of Maintenance/Repair/Improvement. The Association and its members shall be responsible for the maintenance, repair and improvement of all Common Areas as identified herein or on recorded plats for the development.

Additionally, the Association shall ensure that the grass is mowed and debris removed from that portion of Lot 4 lying south of the detention basin and west of the right of way of Jubilee Court as shown on the subdivision plat of survey. Subject to this obligation, the owner of Lot 4 is conveyed fee simple title to the entire Lot 4 shown on the subdivision plat and the additional portion lying south of the detention pond. This portion of Lot 4 is specifically intended for installation of a DHEC approved tile field for septic drainage purposes, if necessary or desired by the Owner. The Association and its employees or contractors shall have unrestricted access to the

portion to be maintained and shall never be accused nor adjudicated of a trespass on the property as long as the presence of the Association or its employees or contractors on the property is for this purpose or the maintenance of the detention pond in general

Section 9. Reserve Funds, Operating Expense Surplus and Surplus Funds. The Board shall have the right, but not the obligation, within its sole discretion, to impose assessments on Lot owners for the maintenance of reserve funds or operating expense surpluses. The Association, within its sole discretion, may apply surplus funds to any purpose of a non-profit corporation or may credit such funds to its members.

ARTICLE V

COMMON ELEMENTS

Section 1. Roads and Entrance Area. All owners of Lots acknowledge that the roadways and the entrance area within subdivision shall be privately maintained until such time, if ever, as they may be accepted by the South Carolina Department of Transportation ("DOT") or Kershaw County. The roadways within the subdivision shall be constructed, at least, to the minimum standards required for private roads by Kershaw County. The schedule and completion of the construction and the design of said roads shall be within the sole discretion of Developer.

Section 2. Conveyances. Any Common Areas conveyed by the Developer to the Association shall be conveyed subject to:

- (a) All restrictions on use contained in this Declaration;
- (b) All existing mortgages, provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgage;
- (c) The right of access for ingress, egress and regress and utilities of the Developer, its successors and/or assigns over and across such property; and
- (d) The right of the Developer, its successors and/or assigns, to approve all structures, construction, repairs, changes in elevation and topography and the location of any object (including vegetation) within the Common Area prior to the commencement of such activities or location of any object therein.

The recording of a Deed or an Easement instrument from the Developer to the Association of a Common Area in the Kershaw County Register of Deed's Office shall be conclusive evidence that the Association has accepted such transfer.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

An Architectural Review Committee (ARC) shall be initially composed of the Developer until the Developer terminates the Developer Control Period. After termination of the Developer Control Period, the ARC shall be composed of the Board of Directors of the Association. Votes for or against approval of submitted plans must be by at least 2/3 vote of the ARC. Only exterior building plans depicting all sides of structures to be built and site plans for removal of any tree measuring six (6") inches in diameter at breast height shall be submitted to the ARC for review and approval prior to commencement of any construction or harvesting. The ARC will be approving or disapproving of the exterior architecture, color selections, as well as the appropriateness of selections of brick, stucco, stone or hardi-plank. The ARC shall have thirty (30) days to review said plans and either approve or deny the request to build the detailed structure. Failure of the ARC to deny the submitted plans within said 30 day period shall constitute an acceptance of the plans as submitted.

ARTICLE VII

USE RESTRICTIONS

The following use restrictions shall apply to all property within The development:

Section 1. Single-family Residential Purposes; Principal Building; Accessory Structures; Guesthouse; Setbacks. All Lots shall be used for single-family residential purposes only and must contain a minimum of 1500 square feet of heated and cooled space including a finished room over a garage. No lots shall be used for roadway or utility purposes other than for service of the private residence located upon said lot. The following setback requirements shall apply to all structures built on Lots in The development: Front lot line- 35 feet; Back lot line- 20 feet; and side lot line- 10 feet. The Developer reserves the right unto itself and the Association to permit a deviation of these setbacks of up to 10% of the amount required in their sole discretion.

Section 2. Subdividing, Combination and Boundary Relocation. No Lot shall be subdivided, or its boundary lines relocated, for any purpose other than to merge an additional Lot or part thereof so as to create a Lot larger than the original Lot. This will also allow adjoining Owners to purchase a Lot to divide among themselves resulting in two larger lots where there initially were three lots. Once combined, the resulting larger Lot may not be subdivided without the consent of the Developer or the Board, its successors and/or assigns. No subdivision of any lot will be allowed when the result is a) the creation of a new Lot which will increase the total number of lots in the subdivision or b) the creation of a Lot which is smaller in size than originally platted. The Board, or the Developer if during the Control Period, in its sole discretion, shall determine what effect, if any, the combination or subdivision of a platted Lot has on the assessments for that modified Lot.

Section 3. Certain Prohibited Uses. Except for home occupations as defined below, no commercial or industrial enterprise, undertaking or use is permitted within the development. A "home occupation" is the use of a Lot or residence by an Owner-occupant wherein not more than 25% of the residence is dedicated to business use, there is no traffic generated by the business and no stockpiling of items for sale.

Section 4. Duty to Maintain and Rebuild.

(a) Each Owner shall, at his sole cost and expense, maintain and repair his residence, keeping the same condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) All structures, including principal residences and attached or detached garages must be fully landscaped around the perimeter including but not limited to sod and shrubbery around the entire foundation and underground irrigation system to cover all grass and plants. Lots that are cleared when purchased must be fully landscaped, including but not limited to sod, shrubbery and underground irrigation system to cover all grass and plants. On lots that are partially cleared when purchased, the cleared areas must also be landscaped, including but not limited to sod, shrubbery and underground irrigation to cover all grass and plants. Wooded Lots or wooded areas on Lots may remain natural as long as these natural areas are kept free of trash, dead or decaying limbs on the ground and otherwise neat and attractive in appearance. Each Owner shall keep the grass on the Lot properly cut, shall keep the shrubbery trimmed, shall keep the Lot free from trash, remove dead or decaying tree limbs on the ground and shall keep it otherwise neat and attractive in appearance. Failure of a Lot owner to properly maintain the appearance of the yard, after written notice by the Board to comply, the Developer or the Association may contract for the service and bill the Owner for the contracted fee. Said fee shall automatically become a lien on the property if it remains unpaid for more than 30 days from date of delivery to the Owner.

(c) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair or reconstruct such apparent condition existing immediately prior to the casualty. Alternatively, the Lot owner shall completely raze the residence and sod or seed the entire Lot until such time construction of a new residence is begun while maintaining the lot as provided in subsection (b) herein.

(d) During construction, all vehicles connected with construction shall be parked on the lot so as to avoid damage to trees, paving and any other improvements. There will be no parking on lots not under construction. All concrete trucks are to be washed out onto the lot where delivery is made or taken back to the concrete plant. All construction debris shall be stored in a container and removed from the site as often as necessary to keep the lot and structure attractive. Construction debris shall not be dumped or buried in any part of the community. It is the owner's responsibility to see that the builder and their subcontractors adhere to these guidelines.

Section 5. Temporary Structures; Mobile Homes and Modular Homes. No structure of a temporary character shall be placed upon any portion of the development at any time including for storage purposes during the construction process. Basements or partially complete single-family residences will be considered temporary and may not be inhabited. No mobile homes, house trailers or modular residences are permitted to be placed or constructed within the development.

Section 6. Exterior Construction, Foundation and Occupancy. Residences and garages may be constructed of with brick veneer or vinyl siding but houses with vinyl siding must contain, at a minimum, 10% stone or brick accents. No concrete block shall be exposed nor shall any structure be constructed of composite architectural shingles. Standard seam metal roofing is permitted. Foundations may either be of a true concrete slab, a raised concrete slab or traditional crawl space design. Single family residences may not be occupied until final completion.

Section 7. Trees and Landscape Screening; Fences. Landscape Screening may be used within the development to define private spaces or to attract or divert attention to or from particular views. Objects to be screened include exterior ground level equipment such as heating and cooling equipment, electrical transformers, telephone pedestals, swimming pool equipment, spas, outside storage containers, woodpiles, building supplies, trampolines, play equipment or other equipment seen from the street or common areas. All playground equipment shall be located at the rear of the residence.

All fencing shall be level with or behind the parallels extending from the front foundation line of the residence. There shall be no fencing of the front yard. Side or Back yard fencing shall be between four (4) and six (6) feet in height and may be composed of any material authorized by the Developer or the Board in its review process.

Section 8. Trash. No Lot shall be used or maintained as a dumping ground or disposal site for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and at all times stored inside of a garage or residence. This restriction shall not apply during the period of construction of a residence on the Lot or adjoining Lots, however, upon completion of construction the owner shall comply with all restrictions with respect to disposal of trash and maintenance of the Lot and property in a neat and attractive manner.

Section 9. Utilities; Antennae; Wireless Communication. All utilities, wires, cables, antennae and the like, of any kind (such as telephone, electrical, television and radio) must be placed underground except as may be expressly permitted and approved in writing by the Board or the Developer. No wireless communication towers or antennae shall be permitted within the development, except with the written permission of the Board or the Developer. Satellite dishes in excess of thirty inches in diameter are prohibited on any lot. Any appropriate dishes shall be placed or mounted in the rear of the property and shall not be visible from the road.

Section 10. Off-street Parking. Each Owner of a single-family residence on a Lot shall provide sufficient space for parking of any and all vehicles off the roadways for any of said Owner's vehicles or his guest's vehicles. No vehicles shall be parked over night on any street.

Section 11. Vehicles. The Board or the Developer shall have the power to place any reasonable restrictions upon the use of roadways, including but not limited to the types and sizes of vehicles, including motor cycles, using the roads, the maximum and minimum speeds of vehicles, all other necessary traffic and parking regulations and the maximum noise level of vehicles. No commercial vehicles, trucks, equipment, school buses or anything of a commercial nature may be parked overnight in front of or upon any lot within the development. The operation of motor bikes, scooters, mini-bikes, three and four wheelers or unlicensed motorized vehicles is prohibited on the streets of the development.

Section 12. Vehicle Storage. Any recreational vehicles, boats, motor homes, campers, utility trailers, horse trailers, yard equipment and the like must be parked in a garage or behind the main residence and screened from view of the street by natural materials. No outside storage of the like is permitted other than those items belonging to overnight or guests visiting for no longer than three (3) days. Garage doors must be closed at all times when not in use.

Section 13. Driveways. All driveways shall lead from the street to the main house and primary garage and must be composed of either asphalt, concrete or brick or a combination thereof. Installation of driveway must be completed prior to the residence being occupied. During construction, driveways must be lined with gravel in accordance with DHEC regulations to prevent storm water runoff contamination and to reduce the trafficking of dirt and mud onto the streets. All Lots must be graded in such a manner so as not to block any natural or manmade swales or drainage structures. Earth berms, hay bales, silt fence, mulch, boards, grassing, gravel, fabric and any other approved erosion control measures shall be installed prior to grading. The street in front of the property must be kept clean. It is the responsibility of the Owner to make sure the contractors and subcontractors adhere to these guidelines. The Lot Owner shall pay fines levied against the Developer or the Association by any federal, state or local authority, as a result of storm water runoff contamination by the lot.

Section 14. Lot Upkeep. It is the responsibility of each Lot Owner to prevent any unclean, unsightly, or unkempt condition of buildings or grounds to exist on the Lot Owner's property. The Developer or the Association shall have the right, but not the duty, to enter upon any property for the purpose of abating any unclean, unsightly or unkempt condition of buildings or grounds which tend to decrease the beauty of the specific area or the neighborhood as a whole. The cost of such abatement and any damage resulting from such entry shall be at the expense of the specific Lot Owner and said entry shall not be deemed a trespass.

Section 15. Nuisances. No obnoxious or offensive activity shall be carried on upon any portions of the development nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner of a Lot, tenant or guest thereof in any area of the development thereby diminishing the enjoyment of other Lots by their owners. No hazardous

or toxic substances or wastes as defined by applicable law shall be dumped within the development. No plant, animal, device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of any portion of the development by the Lot Owners, tenants, and guests thereof, may be maintained. The Board and the Developer, as appropriate, has the right in its sole discretion to determine a nuisance, and upon ten (10) days' written notification by the Board or the Developer, the activity must cease.

Section 16. Fires. No outdoor fire shall be built within the development without the Board's or Developer's permission. No leaves, trash, garbage or similar debris shall be burned except as permitted in writing by the Board or Developer. Outdoor grilling shall be done with the greatest of care in view of fire and smoke hazards and general pollution.

Section 17. Signs. No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except temporary construction signs not greater than nine (9) square feet in size and signs measuring no larger than 4'x8' advertising property for sale; provided, however, Developer shall have the right to: (i) erect signs when advertising the property for sale, and (ii) place signs on Lots designating the Lot for sale. This restriction shall not prohibit placement of occupant name signs and street numbers. Notwithstanding the above, the Developer may require an owner of a Lot to install, at Owner's expenses, and at a location designated by Developer, common address signage for easy identification for emergency services.

Section 18. Storage Tanks. Underground gasoline storage tanks are not permitted within the development. Underground and above ground propane or liquid gas tanks will be allowed with proper screening as set forth in Section 7 herein.

Section 19. Animals. All pets or animals must be securely confined within the owner's property. Domestic animals are permitted on the property provided they do not constitute a nuisance to the development. No business may be carried on upon the property including the business of boarding and/or training, breeding, raising dogs or of raising and keeping hogs, sheep or poultry.

Section 20. Mailboxes. A uniform style of mailbox will be required throughout the Development. The Board will determine and publish the approved style to be used and purchased independently by the owner of each residential lot.

Section 21. Pools and Clotheslines. In-ground and above-ground pools must be approved by the Developer or the Association. No clotheslines are permitted on any lot.

Section 22. Hunting and Firearms. Hunting, trapping, or the harassing of animals, fowl or game is prohibited, and the discharge of firearms or bows or arrows for any purpose shall be prohibited.

Section 23. Trespass. Whenever the Association or the Developer is permitted by these covenants to correct, repair, clean, preserve, clean out or do any action on any portion of The development, including Lots, entering such areas and taking such action shall not be deemed a trespass on the part of the Association or the Developer or their agents.

Section 24. Responsibility for Others. Owners of a Lot are obligated to assume the responsibility that any and all dependents, guests, servants, visitors and building contractors working for the Lot Owner observe and maintain all the rules, regulations, covenants and restrictions binding the Lot Owners themselves.

Section 25. Leasing or Renting. A Lot Owner may lease or rent the family residence owned by such Owner; provided, however, that the tenant or lessee shall be bound by all covenants and restrictions contained herein. At no time may a Lot Owner lease or rent a portion of the family dwelling unit unless the entire family dwelling unit is leased or rented.

Section 26. Variances. In case of hardship and for good cause shown, the Developer during the Developer Control Period or the Board may in their sole discretion grant variances from any of these covenants and restrictions. The decision of Developer or the Board to grant or not grant variances as herein provided is based upon the Developer's or Board's sole and absolute discretion.

Section 27 Enforcement.

(a) All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them.

(b) Enforcement of these covenants and restrictions shall be by any proceeding at law or equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, or to recover damages, or in addition to the lien enforcement rights set out in the Act, by any appropriate proceeding at law or equity against the land to enforce any lien created by these covenants. The remedies given herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of Developer or Association to exercise any or all of the others or those which may be permitted by law or equity. The failure to enforce any rights, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bear or affect its enforcement. Any person entitled to file a legal action for violation of these covenants shall be entitled as part of any judgment in favor of the filing party to recover reasonable attorney's fees as a part of such action.

Section 28. Duration: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of recording this instrument, after which time said covenants shall automatically be extended for successive ten (10) year periods, unless otherwise modified or terminated.

ARTICLE VIII

AMENDMENTS

During the Developer Control Period, the Developer reserves the right, without the consent of the Association or any other Lot owner, to amend this Declaration or any amendments thereto. Any such amendments or modifications shall not impair the validity of a lender's secured interest position or cause or implement a reverter in any way. Otherwise, this Declaration may be amended only by affirmative vote or written agreement signed by Owners of Lots to which seventy-five percent (75%) of the Association are allocated. During the Developer Control Period, any amendment to this Declaration by the Association requires the written consent of the Developer.

ARTICLE IX

MISCELLANEOUS

Section 1. Severability. Should any covenant, restriction, article, paragraph, subparagraph, sentence, clause, phrase or term herein contained be declared to be void, invalid, illegal or unenforceable, for any reason whatsoever, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect any other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 2. Construction of this Declaration. This Declaration and the provisions contained herein shall be construed in accordance with the laws of the State of South Carolina. Except for certain rights herein reserved to the Developer, the Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions hereof, and its good faith determination, construction or interpretation shall be final and binding.

-Signature on Following Page-

IN WITNESS WHEREOF, the Developer, has caused these presents to be signed this the 23rd day of February, 2015.

Robert J. Sheehan
William B. Cox

Claude Campbell Properties, LLC
Charles Ives
By: Charles Ives, Manager

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW) ACKNOWLEDGMENT

I, William B. Cox, Notary Public for the State of South Carolina, do hereby certify that Claude Campbell Properties, LLC, by and through its authorized Manager personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn to before me this 23rd day of February, 2015.

William B. Cox
Notary Public for South Carolina
My Commission Expires:

3/10/24