

Affordable Homesites in South Florence



Clarkedale Subdivision, Phase II, Florence SC

Property Features

- Lots range from ¼ to ½ acre
- Address: Longfellow Drive @ Howe Springs Rd.
- County: Florence
- Price: See Price List
- Use: Residential
- Zip Code: 29505
- Subdivision: Clarkedale
- Minimum Square Feet: 1200 Heated
- Utilities : Water and Sewer

These homesites are conveniently located less than 5 minutes from the elementary, middle, and high schools, Carolinas Hospital, grocery stores, Lowes and other shopping. The above average lot size eliminates the crowded feel that other neighborhoods with smaller lots have. Their pricing and location make these lots ideal for new construction "spec homes".

Starting At
\$29,900

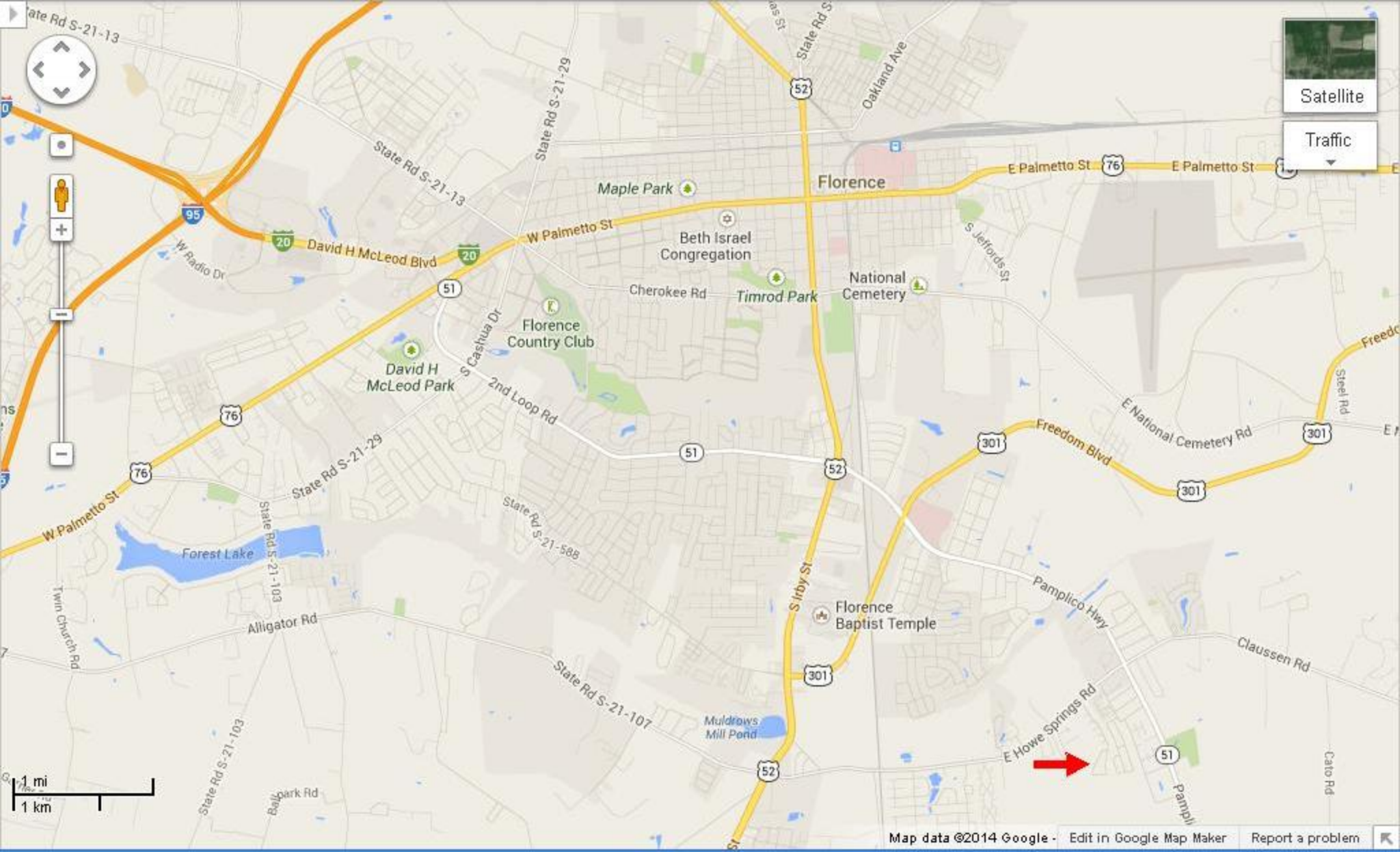
United
BROKERAGE
Services

Jim Lyles

1937 W. Palmetto Street PMB # 4
Florence, S.C. 29501 USA
Phone (843) 662-5263
www.UnitedBrokerage.com
Fax (843)662-6600



CERTIFIED
INTERNATIONAL
PROPERTY
SPECIALIST



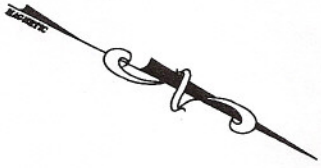
Satellite

Traffic

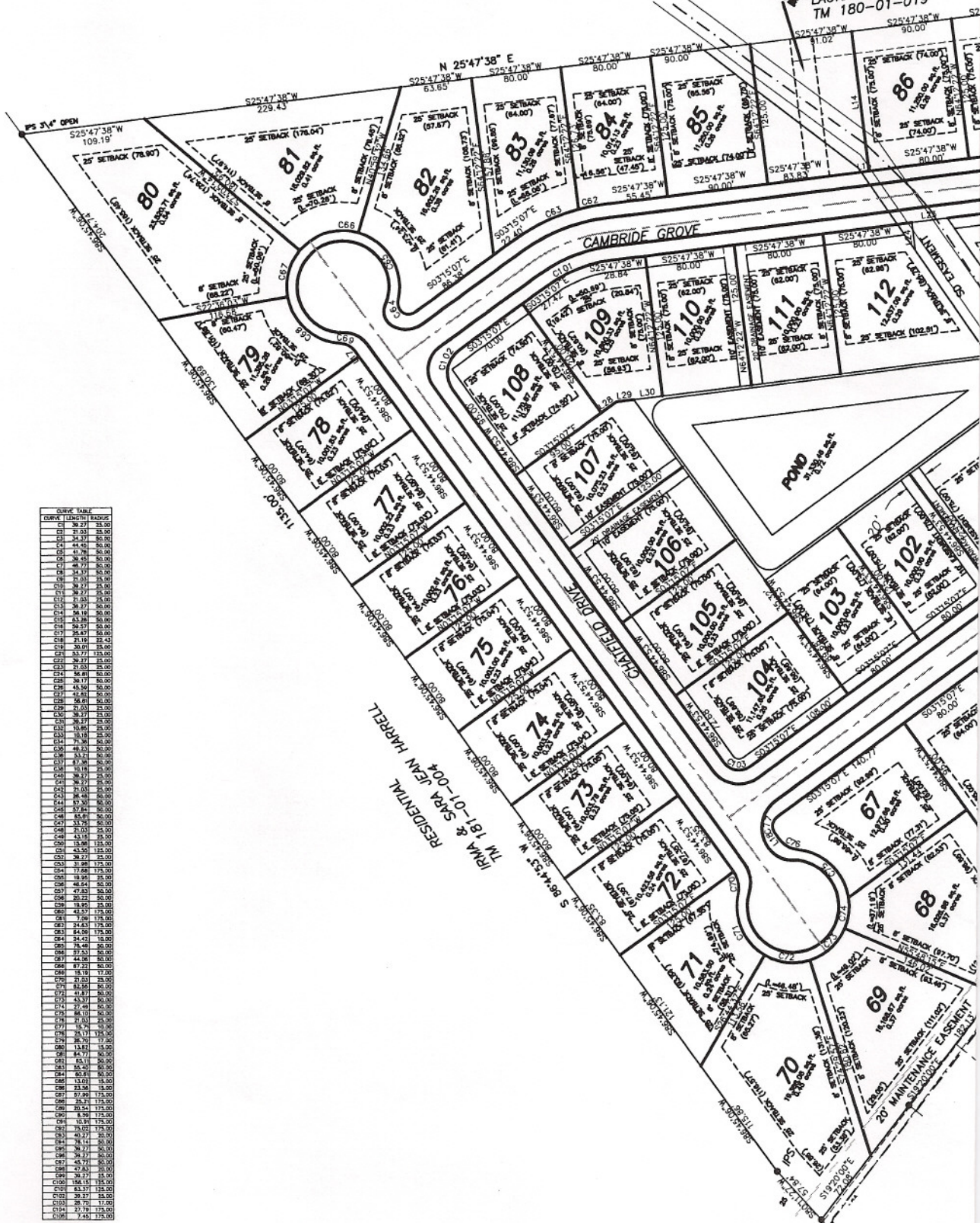


1 mi
1 km

Phase I					
<u>Lot #</u>	<u>Price</u>	<u>Features</u>			
28	\$ 29,900	Cul de sac			
29	\$ 29,900	Cul de sac			
Phase II					
<u>Lot #</u>	<u>Price</u>		<u>Lot#</u>	<u>Price</u>	
56	SOLD		85	\$ 31,900	Next to green space
57	\$ 31,900	Corner lot	86	Reserved	Next to green space
58	\$ 31,900	.31 ac	87	Reserved	
59	\$ 31,900	.37 ac	88	Reserved	
60	SOLD	.39 ac, Corner lot	89	Reserved	
61	\$ 29,900		90	Reserved	
62	\$ 29,900		91	Reserved	
63	\$ 31,900	Next to green space	92	\$ 30,900	
64	\$ 32,900	.32 ac, Next to green space	93	\$ 30,900	
65	\$ 31,900	.34 ac	94	SOLD	
66	\$ 31,900	.38 ac	95	\$ 31,900	Corner lot
67	\$ 32,900	.30 ac, Corner lot	96	SOLD	.39 ac, On pond, Corner lot
68	\$ 31,900	.37 ac	97	SOLD	On pond
69	\$ 32,900	.45 ac	98	SOLD	On pond
70	\$ 30,900		99	SOLD	On pond, Next to green space
71	\$ 30,900		100	SOLD	Next to green space
72	\$ 29,900		101	\$ 33,900	.33 ac, On pond, Next tp green area
73	\$ 30,900		102	\$ 32,900	On pond
74	\$ 30,900		103	\$ 32,900	On pond
75	\$ 30,900		104	\$ 31,900	Corner lot
76	\$ 30,900		105	\$ 32,900	On pond
77	\$ 30,900		106	\$ 32,900	On pond
78	\$ 30,900		107	\$ 32,900	On Pond
79	\$ 30,900		108	\$ 31,900	Corner lot
80	\$ 33,900	.54 ac	109	\$ 32,900	On Pond
81	\$ 32,900	.41 ac	110	\$ 32,900	On Pond
82	\$ 31,900	.38 ac	111	\$ 32,900	On Pond
83	\$ 30,900		112	\$ 32,900	On Pond
84	\$ 30,900		113	\$ 31,900	Next to green space
			114	\$ 32,900	On pond



COMMON AREA
 RESIDENTIAL
 LAURA DAVIS HARRELL
 TM 180-01-019



LINE TABLE

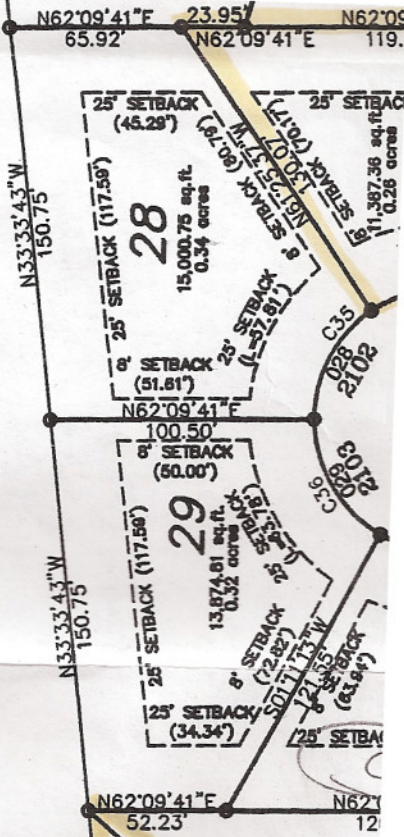
LINE	LENGTH	BEARING
L1	24.52	S81.37 E 44.78
L2	20.00	S82.22 E 50.72
L3	12.00	S82.22 E 50.72
L4	22.85	S82.00 E 41.74
L5	28.50	S72.70 E 31.41
L6	13.82	S80.00 E 21.74
L7	5.42	S72.70 E 31.41
L8	33.00	S67.50 E 32.71
L9	12.50	S67.50 E 32.71
L10	7.38	S67.50 E 32.71
L11	24.23	S12.04 E 21.74
L12	25.26	S12.04 E 21.74
L13	14.32	S12.04 E 21.74
L14	41.07	S42.52 E 21.74
L15	17.18	S42.52 E 21.74
L16	8.18	S42.52 E 21.74
L17	8.00	S46.44 E 24.74
L18	8.87	S46.44 E 24.74
L19	40.84	S46.44 E 24.74
L20	1.81	S68.17 E 24.74
L21	1.81	S68.17 E 24.74
L22	8.00	S68.17 E 24.74
L23	31.84	S22.22 E 21.74
L24	25.00	S46.44 E 24.74
L25	8.84	S68.17 E 24.74
L26	18.84	S68.17 E 24.74
L27	15.31	S42.52 E 21.74
L28	25.81	S42.52 E 21.74

CURVE TABLE

CURVE LENGTH	BEARING
C1	30.27 23.00
C2	37.00 23.00
C3	24.32 26.50
C4	41.78 26.50
C5	36.48 26.50
C6	34.33 26.50
C7	35.18 26.50
C8	30.24 26.50
C9	31.03 26.50
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C11	31.03 26.50
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C197	31.03 26.50
C198	31.03 26.50
C199	31.03 26.50
C200	31.03 26.50

RESIDENTIAL
 IMA & SRA JEAN HARRELL
 TM 181-01-004

20' MAINTENANCE EASEMENT



Protective Covenants Overview
Clarkedale Subdivision

The following is an overview of the covenants for Clarkedale subdivision. This guide is only meant to cover some important highlights, but it is strongly recommended that you read the entire covenants document.

- ◆ Minimum heated square feet for houses – 1200
- ◆ Once a lot is purchased, there is no time limit to build, but the lot must be maintained.
- ◆ An annual Homeowner's Association fee which is currently \$75.00 will be collected for maintaining the entrance, shoulder of roads, sprinkler systems and other common areas of the neighborhood.
- ◆ All equipment, garbage cans, swing sets, trampolines, basketball goals, etc. must be screened to conceal from the view of streets and neighboring lots.
- ◆ The following items must be submitted to and approved by the Architectural Control Committee or Developer prior to installation. All of these items are meant to maintain the aesthetics of the neighborhood.
 - **Fences** – Please submit the height, design and material of the fence and sketch plan showing the proposed location. Also provide picture, photo or brochure along with your information.
 - **Outbuildings** – Please submit an elevation drawing or photo of how it looks, site plan or sketch showing size and placement on lot, setbacks from lot line, roof pitch (should be the same pitch as roof on the house and also shingled to match house), and the material and color of outbuilding should match that of the main dwelling. Please provide picture or brochure along with this information.
 - **Pools** – Please submit a site plan or sketch showing placement of your above or in ground pool on lot and setbacks from lot line. Please provide picture or brochure along with your information.
 - **Satellite Dishes** – Dishes should not be mounted on roofs or siding. They should be mounted on a pole and must be out of view from the street and neighbors. If you are unsure if your proposed satellite dish location is in compliance or not, please submit a site plan for approval showing the proposed placement.
 - **Setbacks** – Generally, no house shall be located on any Lot nearer to the front lot line which the house faces than 25 feet; no house shall be located on any Lot nearer to the rear of the Lot than 25 feet. Houses may be constructed no nearer than 8 feet to an interior lot line and no nearer than 25 feet to a side street line. See plat for actual setbacks of each individual lot which may differ for cul de sac and corner lots.

Thank you for your cooperation.

7. Developer has caused or will cause to be incorporated under the laws of the State of South Carolina, as a nonprofit corporation, CLARKEDALE SUBDIVISION HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Developer declares that the real property shown on the above referenced plat is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

- (a) Association shall mean and refer to the CLARKEDALE SUBDIVISION HOMEOWNERS ASSOCIATION, INC., its successors and assigns.
- (b) Board of Directors shall refer to the Board of Directors of the Association, which is the governing body of the Association.
- (c) The Properties shall mean and refer to all property including Lots and Common Areas, as are subject to this Declaration, and which are shown on the above referenced plat, together with any additional phases that may be developed pursuant hereto.
- (d) Common Areas shall mean and refer to those areas of land shown as Common Areas on any subdivision map of the properties or by any other means so designated. These areas are intended to be devoted to the common use and enjoyment of members of the Association as herein defined and are not dedicated for use by the general public.
- (e) Lot shall mean and refer to any plot of land with improvements as may be erected thereon intended and subdivided for dwelling home use, shown on any subdivision map of the properties, but shall not include Common Areas as herein defined.
- (f) Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any Lots, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until the mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of the foreclosure. Owner shall also refer to the heirs, successors, and assigns of any Owner.

- (g) Developer shall mean and refer to Howard Clarke or his duly appointed agent, in the development of the properties.
- (h) Member shall mean and refer to all those Owners who are members of the Association, as provided in Article IV hereof.
- (i) Plans, Specifications, Elevations, Exterior Designs, and similar terms shall refer to and encompass the plans, specifications, elevations and designs as well as setbacks, locations, etc. contained hereinafter in this Declaration for CLARKEDALE SUBDIVISION.
- (j) Declaration shall mean and refer to this Declaration of Covenants, Restrictions, Easements, Charges, and Liens, and any amendment or modification hereof.

ARTICLE II

USES OF PROPERTY

Section 1. Residential Use of Property. All Lots shall be used for single-family residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Developer or any contractor building a home in CLARKEDALE SUBDIVISION from using for the purpose of carrying on business related to the development, improvement and sale of property in CLARKEDALE SUBDIVISION; and provided, further that, to the extent allowed by applicable zoning laws, private offices (provided the private office does not increase traffic in the Development) may be maintained in dwelling located on any of the Lots so long as (a) the use is incidental to the primary residential use of the dwelling, and (b) no employees, other than domestic cleaning services, report to the office.

Section 2. Walls and Fences. No fence or wall shall be erected, placed or altered on any Lot without prior written approval of the Architectural Control Committee or Developer. Approval shall include height, material and design of the fence.

Section 3. Subdivision of Lot. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee or Developer, and in such event the building line requirements provided herein shall apply to the Lots as re-subdivided or combined and side easements as shown on the plat shall be moved to follow the new side line so that the easement would run along the newly established side line.

Section 4. Terraces: Eaves, Steps, etc. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wingwalls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure.

Section 5. Obstructions to View at Intersections. No part of any structure or the lower branches of trees or other vegetation shall be permitted to obstruct the view at street intersections.

Section 6. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee or Developer shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for the receptacles, as well as property identification markers. All such receptacles shall conform and be maintained specifically in accordance with the approved design.

Section 7. Use of Outbuilding and Similar Structures. No structure of a temporary nature (unless approved in writing by the Architectural Control Committee or Developer) shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent Developer or contractors engaged in construction of a home in CLARKEDALE SUBDIVISION from using sheds, construction trailers, or other temporary structures during construction. All outbuildings, including but not limited to dog houses and storage sheds, shall be approved by the Architectural Control Committee or Developer who have the responsibility for determining the appropriateness of the outbuildings, and can deny approval based solely on aesthetic concerns. Any permitted outbuilding shall be constructed with exterior walls of vinyl or brick similar to the home and with a shingled roof.

Section 8. Animals. No animals, livestock, poultry or swine of any kind shall be raised, bred or kept on any Lot, except dogs, cats, pet fish and birds may be kept thereon in reasonable numbers (not to exceed two), subject to applicable leash laws, provided that they are not kept, bred or maintained for any commercial purpose. Household pets must not constitute a nuisance or cause unsanitary conditions, and no animal kept outside the dwelling shall be kept in a manner which disturbs the quiet enjoyment of the Development by other Lot Owners.

Section 9. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in CLARKEDALE SUBDIVISION.

Section 10. Signs. No sign of any kind shall be displayed on any lot except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

Section 11. Aesthetics, Screening, Underground Utility Service and Fences Landscaping on new dwelling homes must be completed within thirty days after occupancy as a residence. No clotheslines shall be erected on any Lot, and garbage cans, basketball goals, and equipment shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground. Landscaping must include a minimum of fifteen hundred (1,500) square feet of sod.

Section 12. Antennae. No radio or television transmission or reception towers, satellite dishes, or antennas shall be erected on any structure or within the property without the prior written approval of the Architectural Control Committee or Developer. Any permitted structure shall be screened to conceal them from view of neighboring lots and streets.

Section 13. Trailers, Trucks, Buses, Boats, Boat Trailers, etc. No buses, trailers or mobile homes, boats, boat trailers, campers, commercial vans or trucks in excess of one ton, or vehicles on blocks, unlicensed vehicles, tractors, or like vehicles shall be kept, stored, used, or parked overnight either on any streets or adjoining Lots. In addition, no vehicle of any kind may be kept, stored or parked on any unpaved area of a Lot or adjacent Lot. Notwithstanding the foregoing, passenger vehicles may be parked in driveways if the number of vehicles owned by Owner exceeds the capacity of the garage. The foregoing will not be interpreted or construed or applied to prevent the temporary nonrecurring parking of any licensed vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.

Section 14. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose which are screened from public view. All equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If litter or other materials is found on any Lot, the same will be removed by the Owner of the Lot, at the Owner's expense, upon written request of the Association or Developer.

Section 15. Changing Elevations. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grades of surrounding Lots, unless approved in writing by the Architectural Control Committee or Developer.

Section 16. Sewage System. Sewage disposal shall be through the municipal system or a type approved by appropriate State and local agencies.

Section 17. Water System. Water shall be supplied through the municipal system or a type approved by appropriate State and local agencies.

Section 18. Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewage systems, which may be in variance with these restrictions.

Section 19. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or other substance approved in writing by Developer or by the Architectural Control Committee and of a uniform quality. Garage doors shall be closed except when they are in use.

Section 20. Waiver of Setbacks, Building Lines and Building Requirements. The Developer or Architectural Control Committee may, for good cause, waive violations of the setbacks and building lines provided for in Section 4 of Article III. Any waiver shall be in writing and recorded in the Florence County Clerk of Court's Office. A document executed by Developer or Architectural Control Committee shall be, when recorded, conclusive evidence that the requirements hereof have been complied with. Developer may also handle violations of setbacks and boundary lines by amending the Plat. Nothing contained herein shall be deemed to allow Developer or the Architectural Control Committee to waive violations that must be waived by an appropriate governmental authority.

Section 21. Easement for Utilities. Developer reserves unto itself, its successors and assigns, a perpetual, alienable, and reasonable easement and right of ingress and egress, over, upon, and across and under each Lot and Common Area for the erection, maintenance, installation, and use of electrical and telephone wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, stormwater systems, or other public convenience or utilities including easements for privately owned televisions and other communications cable and equipment, and Developer may further cut drain ways for surface water when such action may appear by Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. Such right may be exercised by the licensee of Developer, but this reservation shall not be considered an obligation of Developer to provide or maintain any such utility service. No structures, including walls, fences, paving or planting shall be erected upon any part of the property that will interfere with the rights of ingress and egress provided for in this paragraph. Provided, however, that such easements and rights shall be restricted to the roads, streets, alleys, and easements as shown and designated on the applicable plat or plans of the Development. Developer, its successors and assigns, expressly reserves the right to alter any easement described in this paragraph in the event that any permanent structure is inadvertently constructed within such easement area. Such right to alter shall be limited to such extent as will allow the Owner of the Lot and structure to convey marketable title. The rights and easements conferred and reserved herein shall be appurtenant to and in gross for the benefit of the Development to serve any property whether or not subject to this Declaration. Developer reserves the right to subject the real property in this subdivision to a contract with the local electric service provider for the installation of street lighting, which

may require a continuing monthly payment by each residential customer to the electric service provider, its successors or assigns.

Section 22. Underbrush, Finished Yards, etc. In the event that the Owner of any residential Lot permits any underbrush, weeds, trash, etc. to accumulate upon any Lot or fails to maintain landscaping and grass in a manner in keeping with the character of the Development as determined by the Board of Directors, Architectural Control Committee, or Developer, the Board of Directors or Developer may issue a Ten Day Compliance Demand requiring the Owner of the residential Lot to bring the Lot into keeping with the character of the Development. If the Owner of the residential Lot fails to comply within ten days of such notice, the Association or Developer may enter upon the Lot to bring the Lot into keeping with the Development. The Owner of the residential Lot may be charged for the costs and such costs shall become an assessment and lien upon the Lot. Any entry by the Association or Developer under the terms of this Section shall not be deemed a trespass. An easement in gross is reserved to Developer and to the Association for the purpose of entry onto any residential Lot for the purpose of enforcing this Section. This provision shall not be construed as an obligation on the part of Developer or its assigns to provide garbage or trash removal services. These rights may be assigned by Developer to the Association, or other like entities.

Section 23. Miscellaneous

(a) It is agreed that time is of the essence with regard to these restrictions, covenants, limitations, and conditions.

(b) In the event of a violation or breach of any of the restrictions by an Owner or agent, or agent of such Owner, Developer or Owners of Lots in the Development or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Developer, its successors, and assigns, shall have the right wherever there shall have been built on any Lot in the Development any structure which is in violation of the restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty days' written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should Developer, Association or aggrieved lot owner(s) employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Attorney's fees and costs shall be paid to the prevailing party.

(c) Developer shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself.

(d) In the event that any one or more of the foregoing conditions, covenants, restrictions, or reservations shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, or nullify any of these covenants, conditions, and restrictions not declared void; the remaining covenants, conditions, reservations and restrictions shall continue unimpaired in full force and effect.

(e) In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which same shall be effective, then and in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina and such provisions shall be fully effective for such period of time.

(f) All covenants, conditions, limitations, restrictions, and affirmative obligations set forth in this Declaration shall be binding and run with the land and continue for 25 years from date of recording this document, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then Owners of Lots affected by the same has been recorded, agreeing to change the same in whole or in part; provided, however, that all property rights and other rights reserved to Developer shall continue forever to Developer, its successors and assigns, except as otherwise herein provided.

ARTICLE III

Construction in Accordance with Plans and Specifications

Section 1. General. All structures of every type and description shall be constructed, placed or erected within the Development in accordance with provisions in this document.

Section 2. Dwelling House Defined. A dwelling house refers to a single family dwelling unit of up to two and one-half (2 ½) stories in height. Dwelling house is synonymous with dwelling unit or dwelling home.

Section 3. Size of Dwelling Homes and Lot Coverage. All dwelling homes shall have a minimum of 1,200 square feet of heated living space. The actual ground floor area of the house must not exceed fifty percent of the total Lot area. Any garage attached to a dwelling house is limited in size to accommodate a maximum of two (2) cars or the equivalent thereof. Any dwelling house shall be constructed with a brick curtain wall unless waived by the Architectural Control Committee or Developer.

Section 4. Placement of Dwelling Homes on Lots. Setback restrictions affecting the Lots in the Development are as follows:

(a) Dwelling houses may be constructed no nearer than eight feet to an interior lot line and no nearer than twenty-five feet to a side street line; however, Developer, its successor or assigns, reserves the right to alter these side lot line restrictions for the unintentional violation of the same.

(b) No dwelling house shall be located on any Lot nearer to the front lot line which the dwelling house faces than twenty-five feet; no dwelling house shall be located on any Lot nearer to the rear of the Lot than twenty-five feet. Developer, its successors or assigns, reserves the right to alter the front lot line restrictions for the unintentional violation of the same.

(c) Eaves, overhangs, swimming pools and storage buildings for related equipment (including but not limited to filters and water pumps) patios, decks, (whether raised, with rails, cement, or of wood, provided they do not have screen walls or roofs) may extend beyond a setback line if approved by Developer. The dwelling home is to be designed to its site. In passing on the acceptability of a dwelling home, the Architectural Review Committee and/or Developer will consider plans submitted for dwelling homes on Lots in good faith.

Section 5. Approval of Building Plans. No structure (including but not limited to houses, garages, outbuildings and fences) of any kind shall be erected, installed, altered, or maintained on any lot until and unless the complete design plans, specifications, and location shall have been approved in writing by Developer. Two copies of the plans must be submitted and approval must be in writing. All plans must be approved or disapproved by Developer within twenty (20) days after they have been submitted and receipted for; and in the event that the plans are not disapproved within twenty (20) days, such plans shall be deemed to be approved.

Section 6. Architectural Control - Generally. No building, fence, wall or other structure or planting or landscaping shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including without limitation any plantings or landscape be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, the Architectural Control Committee, or Developer. Initially the Architectural Control Committee shall be composed of Developer or his designee. As soon as the Association is able to organize, an Architectural Control Committee shall be selected and be composed of three (3) members, who need not be lot owners. Members shall preferably be qualified in professions such as real estate, development, architecture, planning, design, landscape or law. Members shall serve at the pleasure of the Board. Notwithstanding anything herein to the contrary, for so long as Developer owns at least one Lot, Developer or its designee has the sole authority and right to approve any plans for the construction of initial improvements on any Lot provided the initial improvements are approved by the appropriate

governmental regulatory authority. Such approval by Developer shall operate and have the same effect as approved by the Architectural Control Committee or the Board of Directors.

ARTICLE IV

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is an Owner of any Lot that is subjected by this Declaration to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessments.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners excepting the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 above. When more than one person holds such interest or interests in any Lot, the vote attributable to such Lot shall be exercised as such persons mutually determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The sole Class B member shall be Developer. The Class B member shall be entitled to four votes for each Lot which it holds the interest required for membership under Section (1) of this Article.

When a purchaser of an individual Lot or Lots takes title thereto from Developer he becomes a Class A member.

ARTICLE V

Property Rights in the Common Areas

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 3 of this Article V, every member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. Developer hereby covenants for itself, its successors and assigns, that on or before the conveyance of the last Lot, it will convey to the Association, by general warranty, fee simple title to the Common Areas, free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, and further except for easements and restrictions existing of record prior to the purchase of the property by Developer, none of which will make the title unmarketable. Subject however, to

the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the community, the Common Areas and all facilities now or thereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair duties of the Association shall include, but not be limited to, maintenance of and repair of damage to outdoor lighting, fences, storm drains, and water lines, connections, and appurtenances, except such responsibilities as are accepted by responsible parties, and only for so long as they properly perform.

This section shall not be amended to eliminate or substantially impair the obligation for the maintenance and repair of the Common Areas.

Section 3. Extent of Members Easements. The rights and easements created hereby shall be subject to the following:

(a) The right of Developer, and of the Association, to dedicate, transfer, or convey all or any part of the Common Areas, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, provided that no such dedication, transfer, or conveyance shall adversely affect the use of the Common Areas by the members of the Association.

(b) The right of Developer, and of the Association, to grant and reserve easements and rights of way through, under, over, and across Common Areas, for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, fuel oil and other utility services, including a cable or community antenna television system and irrigation or lawn sprinkler systems, and the right of Developer to grant and reserve easements and rights of way through, over and upon and across the Common Areas for the operation and maintenance of the Common Areas.

(c) The right of invitees, etc. to ingress and egress in and over those portions of Common Areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Areas in the case of landlocked adjacent Owner) to the nearest public highway.

(d) The right of the Association as provided in its Bylaws, to suspend enjoyment rights of any member for any period during which any assessment remains unpaid. The Association shall also have the right to suspend enjoyment rights of any member for an appropriate period of time to be determined on a case by case basis by the Board of Directors for any infraction of its published rules and regulations; provided, however, that the right of a member to ingress and egress over the roads and/or parking areas shall not be suspended. Violation of suspension shall result in a fine in an amount to be determined

by the Board of Directors, not to exceed \$100.00 per infraction, which fine shall become a continuing lien on the Lot of the member.

(e) The right of the Association, in accordance with the law, its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving Common Areas and in pursuance thereof to mortgage the same.

ARTICLE VI

Completion, Maintenance, and Operation of Common Areas and Facilities and Covenant for Dues Therefore

Section 1. Completion of Common Areas by Developer. Developer will complete the construction of the streets and roadways for the Development.

Section 2. Operation and Maintenance of Common Areas. The Association at its sole cost and expense shall operate and maintain the Common Areas and provide the requisite services in connection therewith after the sale of the first twenty (20) lots in the subdivision. Prior to the sale of the first twenty (20) lots, the operation and maintenance shall be the responsibility of Developer. It shall further be the responsibility of the Association to maintain all entrances including entrance signs, lights, sprinklers, shrubs, and to pay the cost of utility bills and other such requisite services in connection with the maintenance of such entranceways. No lot owner shall have a right to make any claim against the Association or Developer for inadequate maintenance of the Common Areas, but the lot owners through the corporate process shall collectively decide the extent of the maintenance to be performed in the Common Areas.

Section 3. Dues, Liens, and Personal Obligations.

(a) Each and every Owner of any Lot or Lots within the properties, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual dues or charges and assessments for capital improvements, such dues to be fixed, established, and collected from time to time as hereinafter provided. Dues and assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which dues or assessments are made. Such dues or assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the Owner of each Lot or Lots at the time when the dues or assessments fall due. Provided however that each lot shown on a recorded plat which has not been initially occupied as a dwelling shall be assessed only one-half the assessment for a lot which has been initially occupied as a dwelling. Further, any lot owned by Developer is exempt from assessment.

(b) The dues levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the Development, and in particular for the improvement and maintenance of the Common Areas including, but not limited to the payment of taxes and insurance thereon; repair, replacement, and additions thereon; the costs of labor, equipment, materials, management, and supervision thereof; the cost of all landscaping and maintenance, all of which obligations the Association hereby assumes in accordance with (a) above.

Section 4. Amount and Payment of Annual Dues. After the sale of the first twenty (20) lots, annual assessments will commence on February 1, of the following calendar year. The initial annual assessments shall be in the amount of seventy-five (\$75.00) dollars for each lot which has been initially occupied as a dwelling and thirty-five (\$35.00) dollars for each lot shown on a recorded plat which has not been initially occupied as a dwelling excepting lots owned by Developer who is exempt from paying assessments. After the initial year of the assessments the Board of Directors of the Association will have the authority to increase the annual assessment by not more than five (5%) percent of the assessment for the previous year. Any increase in annual assessments above five (5%) percent shall require a two-thirds (2/3) approval of the Association voting in person or by proxy at a duly called meeting. The Board shall also fix the date of commencement and amount of the dues against each Lot at least thirty days in advance of such date and period, and shall, at that time, prepare a roster of the Lots and dues applicable. Written notice of the dues shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for any dues, a certificate in writing signed by an officer of the Association, setting forth whether said dues have been paid. Such certificate shall be in recordable form and shall be conclusive evidence of payment of any dues herein stated to have been paid.

This Section shall not be amended to eliminate or substantially impair the obligation to fix the dues at any amount sufficient to properly maintain and operate the Common Areas and perform the exterior maintenance required to be performed by the Association under this Declaration.

Section 5. Assessments for Capital Improvements. In addition to the annual dues, the Association may levy, in any year, an assessment which must be fixed at a uniform rate for all Lots, subject to the provisions of Section 3(a) applicable to that year only, in an amount no higher than the maximum annual dues then permitted to be levied hereunder, for the purpose of defraying, in whole or in part, the cost of any construction or any reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property relating thereto, provided that such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days and no more than sixty days in advance of the meeting. The due date of any specified assessment shall be fixed in the resolution authorizing such assessment.

Section 6. Paid Professional Manager. The Board of Directors of the Association may employ a professional manager or managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the Common Areas and in the discharge to the Association's duties throughout the community.

Section 7. Effect of Nonpayment of Dues or Ad Valorem Taxes or Assessments for Public Improvements by Association:

(a) Remedies of the Association: Nonpayment of Dues or Assessments. Any dues or assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of sixteen percent (16.0) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages, and interest, costs and reasonable attorneys' fees for representation of the Association in such action or foreclosure shall be added to the amount of such dues or assessments. No Owner may waive or otherwise escape liability for the dues or assessments provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the dues or assessments provided for herein.

(b) Remedies of the Association: Nonpayment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Areas or assessments for public improvements to the Common Areas, which default shall continue for a period of six (6) months, each Owner of a Lot shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the Development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

Section 8. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Lot shall not affect the liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such mortgage or deed trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which becomes due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any dues or assessments

thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust.

Section 9. Exempt Property. The following properties subject to this Declaration shall be exempt from the dues, assessments, charges, and liens created herein: All Common Areas, as defined in Article I, Section 1 hereof.

ARTICLE VII

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Developer, the Association, or the Owner of any land subject to this Declaration, and the irrespective legal representatives heirs, successors, and assigns.

Section 2. Notice. Any notice required to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, post paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violations or to recover damages; and failure by Developer, Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of a right to do so thereafter. The Architectural Control Board may also enforce these covenants.

Section 4. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens for this Agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recording of any instrument executed by Owners holding not less than two thirds vote of the membership in the Association, provided that so long as Developer is the Owner of any Lot affected by this Declaration Developer's consent must be obtained. Provided, further, that the provisions for voting of Class A and Class B Members as hereinabove contained in this Declaration shall also be effective in voting changes in this Declaration.

