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LYCE M. ASCARTHA REGISTER OF DEEDS
SUMTER COUNTY BY: R. Carter

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER

DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS FOR STAFFORD MEADOWS SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Dunlap Properties Limited Partnership, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Sumter County, State of South Carolina,
and,

WHEREAS, The Declarant is developing the herein described for residential uses. The property upon which this Declaration of Covenants, Conditions and Restrictions is imposed is attached hereto as Exhibit "A" Description of Property, and same is incorporated herein verbatim, and made a part of these Protective Covenants.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, protective covenants, and conditions, which are for the purpose of protecting the value and desirability of said property, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Stafford Meadows Homeowners Assn., Inc, its successors and assigns. Said Association has or will be incorporated as a non-profit corporation and its officers shall be elected and operate said Association in accordance with these covenants, and its By-Laws.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Property described herein, and which may be later added, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein below described as common area, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. A financial commitment to maintain all of the

Rickenhaker + Macinn

private streets and/or alley's in the Subdivision shall also be borne by the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) conveyed to the Association by the Declarant for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, or recorded plat of any property being incorporated, or added, as a part of the Subdivision at a later date.

Section 6. "Declarant" shall mean and refer to Dunlap Properties Limited Partnership, and its, successors and assigns.

Section 7. Architectural Review Committee, ARC, Architectural Review Board, and ARB shall mean the Architectural Review Committee and shall all be synonymous.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) Additional property may be added to the Association by the Declarant.

(b) the right of the Association to charge reasonable admissions and other fees for the use of any recreational facility, or other improvement, situated upon the Common Area.

©) the right of the Association to suspend the voting rights and right to use the recreational facilities, or improvement, or any other common area property, by an owner for any period during which any assessment against his/her or its lot remains unpaid; and for any infraction of its published rules and regulations;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area, or improvement owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by two thirds (2/3rds) of each class of members and said dedication has been recorded in the public records of Sumter County.

(e) The Declarant, and/or the Association, reserves the right to withdraw, add to, or modify or alter the property of the Association so long as such action is approved by a majority of its voting members.

(f) the right of the Declarant to grant easements for ingress, egress, installation, construction, replacement, and repair of all public and private utility and service systems. These systems include, but are not limited to water, stormwater drainage, sewer, irrigation systems, drainage, telephone, electricity, television,

security, cable or communication lines and other similar equipment. By virtue of this easement, the Declarant and the Association, or their successors, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his/her/its property. A blanket easement throughout the Subdivision is reserved for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided by the Declarant or the Association. A blanket easement on, over, under and through the lots and properties within the Subdivision is reserved to inspect, maintain and correct drainage of surface water and to take other erosion controls. This easement shall include the right to cut any trees, bushes, or shrubbery, grade soil, or to take any other reasonable or necessary actions for the protection of health and safety, or to comply with governmental requirements.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws of the Homeowners Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, and no others, unless approved in writing by the Homeowners Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot or property which is subject to assessment.

Section 2. The Association shall be two classes of voting membership.

Class A. Class members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lots shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to fifteen (15) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following event:

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, or charges, as set forth herein, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, will not be a charge on the land, but shall be a continuing personal lien against the owner(s) of the said lot for which such assessment is made. Each assessment shall be the personal obligation of the person(s) who was the owner(s) of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them. Assessments shall be levied based upon the use being made of the property within the Subdivision. The allocation of the amount of the Assessment shall be made solely by the Declarant until said control of the Association passes to the Owners as herein set forth in Article III.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the appearance, recreation, health, and safety, in the common areas and/or the Subdivision, for the benefit and welfare of all of the residents in the Properties, and for the improvement and maintenance of the Common Areas. An individual assessment may be made against a particular parcel for the purpose of defraying, in whole or in part, the costs of any special services to that parcel.

Section 3. Maximum Annual Assessment. Annual assessments shall commence thirty (30) days after conveyance, by deed, of any part of the Common Areas by Declarant to the Homeowners Association.

(a) From and after the initial assessment as determined by the Declarant, the maximum annual assessment may be increased not more than fifteen (15%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after the initial assessment, as above provided, the maximum annual assessment may be increased above 15% by a vote of two-thirds (2/3rds) of all members who are voting in person, or by notarized proxy, at a duly called meeting for this purpose.

©) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction, reconstruction, repair or replacement of a

capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two thirds (2/3rds) of the votes of all members who are voting in person, or by notarized proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. At the first such called meeting, the presence of members entitled to cast sixty (60) percent of all votes of the membership shall constitute a quorum. No business may be transacted without a quorum present. At all meetings an owner (Lot owner) may vote by proxy executed in writing by the owner and notarized by a Notary Public, provided, said proxy is filed with the Secretary of the Association before, or at the time of the meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments may be fixed at a uniform rate for all lots and may be collected on an annual or monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for all lot or property owners, except for the Declarant, or any successor developer/Declarant, shall commence on the 30th day following the conveyance of the first parcel or property of the Common Areas by the Declarant to the Homeowners Association, except that any and all property owned by the Declarant in the subdivision, shall be exempt from any and all assessments of the Homeowners Association until such time as all of the lots or properties in the subdivision have been sold, and title thereto has been deeded and transferred out of the name of Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto, and/or posted on the Common Area Property. The due dates shall be established by the Declarant or the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum. If any such sum shall not be paid when due, the Association shall have the right upon not less then fifteen (15) days notice to the lot owner, to collect such sum by suit at law, and by all other legal means, and to add to such sum and

collect reasonable attorney's fees, and all other costs and expenses incurred by the Association in connection with the collection therewith. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his/her/its lot.

The Assessment Charge provided for herein shall be subordinate to the lien of any unpaid real property taxes and any recorded mortgage on said property. Mortgagees shall have no responsibility for collecting assessments from Owners. Pursuant to the policies of the United States Department of Housing and Urban Development and the Veterans Administration, or similar governmental entity, it is not intended that failure to pay any Assessment Charge shall be a default under the terms of any mortgage insurance by the United States Department of Housing and Urban Development and/or the Veterans Administration, or similar governmental entity. The Declarant and/or the Association shall have the right to assess fines, and suspend the voting rights and right to use of common property by any lot owner for any period during which any Assessment shall remain unpaid.

ARTICLE V

ARCHITECTURAL CONTROL

No building, outbuilding, landscaping (the entire lot to the street/road curb area), fence, wall, garage or other structure, or improvement of any kind or nature shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change, or alteration thereto be made until the complete plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing, by the Architectural Review Committee as to harmony of external design and location in relation to surrounding structures and topography, development scheme, and the developers design intent for the Subdivision. NO fence of any type, may be constructed, located or erected on ANY lot without first obtaining written approval of the architectural review committee. The architectural review committee shall be composed of three (3), or more, representatives appointed by the Declarant who will review and who **MUST** approve all such plans and specifications as set forth above. The initial Architectural Review Committee members shall consist of Tyler B. Dunlap, Jr., Camey Dozier and Deanna Mark, and any such successors, or additional members, as a majority of said members, or the Declarant shall appoint. In the event said committee fails to approve plans and specifications submitted to it within thirty (30) days after said plans and specifications have been received, then such plans, design and specifications shall be deemed disapproved. The Declarant shall have the right to assign all duties of the architectural review committee

herein to the Property Owners Association, if and when the Declarant determines same is necessary or desirable. Any costs of review or action by the Architectural Review Committee shall be solely borne by the Applicant requesting such action. In order to compensate any consulting architects, landscape architects, urban designers or other professional, the Architectural Review Committee may establish a fee to cover the expense of reviewing plans, specifications, and related data that are submitted for review and/or approval. In addition, the Committee shall set and collect such fees and security deposits necessary to insure that all landscaping and other development and/or construction requirements are met by each lot owner and/or contractor. The Architectural Review Committee is further vested with the right to issue rules and regulations, which shall be posted in the Subdivision and/or published, mailed or provided, to each property owner, which it deems necessary, or desirable, to insure the implementation and compliance with any provision of these Protective Covenants relating to the construction, maintenance or upkeep of drainage facilities and devices, landscaping practices, storm or surface water control, buffer areas, erosion control procedures and equipment, lot maintenance and upkeep, and any other matter that the Committee feels will affect the health, welfare, appearance and aesthetics of the Subdivision as a residential area.

The initial paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Review Committee, but prior approval by the Architectural Review Committee SHALL be necessary before any such original exterior finishing color is changed.

Volume builders may obtain preapproval of all house plans including siding and trim colors they expect to construct on under a particular purchase contract, and are exempt from Architectural Review and Construction Escrow Deposit Fees. A conceptual landscape plan may be admitted for the entire lot purchase in lieu of individual plans. Subsequent changes made or added to either the house or landscape plans, however, must be submitted for approval prior to use. The Declarant in its sole discretion will determine which builders are to be considered volume builders.

GENERAL PROVISIONS

1. No structure shall be erected, and no use shall be made on any lot or property subjected to these restrictions until approval has been received in writing from the Architectural Review Committee.

2. No lot or property referred to herein shall be subdivided or reduced in size without the written consent of the Architectural Review Committee, or the Declarant. The Architectural Review

Committee is specifically authorized to modify or change lot lines and sizes, when it deems same necessary or desirable, or needed to prevent undue hardship.

3. The placement, design, type, color and lettering of any mailbox or delivery receptacles, and its support and/or structure must be approved by the Declarant, or the Architectural Review Committee, together with property identification markers. No mailbox, or delivery receptacle, may be erected or placed on any lot until its approval, in writing, has been obtained as set forth herein.

4. The building setback line on lots, or properties, may be variable. The setback line shall not depend on the setback of other lots, or properties in the subdivision, but shall be as defined on the subdivision plat, by city ordinances, or as otherwise set by the Declarant and/or the Architectural Review Committee, so long as same is not in violation of the ordinances of the City of Sumter.

5. No noxious or offensive activity shall be permitted upon any lot or property in the Subdivision, and nothing shall be had, or done, thereon which constitutes or becomes an annoyance or nuisance to the neighborhood as a residential area. No hogs, goats, cows, horses, chickens, or other such animals or fowl shall be allowed or kept on any lot hereby conveyed. No use shall be made of, or any condition allowed on any lot that would, or could, pollute the water of any lake, stream, or pond located in or near said subdivision. It is expressly understood that no animals, or fowl, of any kind or nature shall be bred or reared for commercial purposes on any lot in the subdivision. Property Owners may keep allowed domestic pets, provided they do not disturb other residents by excessive noise, barking, odors or damages. All pets must be kept on a leash, or carried when not on their lot or in a common area or streets and roads. The pet owner shall also dispose of any waste material from pets when in the common areas or streets and roads, and failure to clean and remove said waste shall be deemed a nuisance. The Board of Directors of the Homeowners Association shall have the right to order the removal of any pet deemed a nuisance, in its sole discretion, and such action shall be done without any compensation to the Owner of the pet. When and if such action is necessary, the Board of Directors of the Association shall give written notice to the Owner of the pet, who agrees to immediately permanently remove said pet from the subdivision.

6. No boats, trailers, trailer hitches, campers, recreational vehicles, or any vehicle larger than a standard passenger vehicle, or other self propelled vehicles shall be stored on any lot in the subdivision, except in the rear one-half (½) of a lot, or within an enclosed garage. No inoperable nor any unlicensed motor vehicles

shall be allowed on a lot for a period of more than thirty (30) days unless stored within an enclosed garage. All such vehicles shall be screened from view of the streets, the water, and adjoining lots. No unmuffled motor vehicles of any type shall be operated in the subdivision. For purposes of the is paragraph, a pickup truck, jeep, and other vehicles of somewhat similar size and use shall be included within those vehicles considered standard vehicles.

7. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers approved by the City of Sumter and out of sight from the streets and roads in said Subdivision and located as directed by the Homeowners Association. No clothes line shall be allowed to be visible from any street. All lots, property and premises shall be kept in a neat and clean condition at all times. Any climbing plants or vegetation of any kind, placed or allowed to remain on any fence or wall, building, or along a property line, shall be maintained by the respective lot owner, who must keep same in a neat and attractive condition and in compliance with the directions of the Architectural Review Committee.

8. The Subdivision is designated as a bird sanctuary. There shall be no trapping, hunting, shooting, or attempting to shoot, harm or molest in any manner any bird or wild fowl, including the nest and eggs thereof, except to prevent a nuisance or to eliminate a menace to health and safety.

9. An easement is reserved unto the Declarant, or his successors or assigns, over fifteen (15.0') feet on the front, and ten (10.0') feet of the side and rear of each lot hereby conveyed for the purpose of utility installations, rights-of-way, and for the operation and maintenance thereof for all utilities supplied to the Subdivision. The undersigned Declarant further reserves the right to subject the real property described herein to a contract with any utility supplying utility services to the Subdivision, for the installation of underground, or above ground, electric lines, cables, or any other type of data or electronic signal transmission or delivery systems, and/or the installation and maintenance of street lighting, information, security, and/or protection systems, any one of which, or all, may require an initial payment and/or continuing monthly payments to the utility service provider, by the owners of said properties herein described, pro-rated so that each lot/property owner will be responsible for his/her/its pro-rata share of any such utility service provided.

No utility may install or provide its services to the Subdivision without prior written recorded approval of the Developer (Declarant) or the Architectural Review Committee. In addition, no service drive may be blocked, closed or infringed upon, by anyone, without the prior written approval of the Developer (Declarant) or

the Architectural Review Committee. Any installation or maintenance work done in the Subdivision must be accomplished in such a manner as to cause the least disruption to the property owners in the Subdivision, and any such work by any utility must include the restoration of the property to the condition that existed prior the installation or maintenance performed therein. All easements set forth in Article II of these protective covenants are expressly restated and reserved to the Declarant, or his successors in title for the benefit of all property owners.

10. A plot plan showing the position of any improvement to be constructed on any lot or property in the Subdivision must be presented for approval before any clearing is done of any trees or shrubbery, or the lot or property is graded or changed in any manner. In addition, a sketch plan showing the front and rear elevations and such other information deemed necessary by the Architectural Review Committee must be presented prior to the commencement of any such improvements or clearing. Once construction has been commenced on any lot, then same must be completed within 180 days, unless extended in writing by the Architectural Review Committee. It is further expressly understood that the property owner will keep his/her/its lot clean, neat, mowed and free of overgrowth, trash or debris and that if same is not put in such condition within thirty (30) days after written notice of from the Architectural Review Committee, then the developer (Declarant) shall have the right to take such steps and corrective action to have said lot cleaned, mowed or cleared at the sole expense of the property owner, who consents to pay any such costs by accepting title to such property subject to these protective covenants. Failure of the property owner to reimburse developer (Declarant) for such cleaning expenses shall entitle developer (Declarant) to take action to obtain a judgment for same, with all costs associated therewith being taxed and assessed against the lot owner, including reasonable attorney's fee and court costs associated with same.

11. No sale, rent, advertising signs, banners, or billboards shall be erected on any lot, property, building or improvement of any type on any lot, nor may they be displayed in any form to the public, expect as specifically approved in writing by the Declarant, or Architectural Review Committee. For guidance it should be noted that only one (1) such sign, which must be professional, and not more than five (5) square feet advertising a lot or dwelling for sale or rent, or used by a builder or contractor to advertise construction upon a lot may be approved.

12. No solar panels may be constructed, or erected, on any lot in subdivision without the prior written approval of the Architectural Review Committee.

13. It is understood and agreed by all residential lot owners that the Declarant shall be responsible for the installation and maintenance of storm drains, control or surface water, and maintenance of streets until such time as said streets and/or roads and systems are conveyed to the Homeowners Association who will accept the maintenance therefor, and/or they are dedicated to the City/County, or State government for maintenance.

14. Storm water management in the subdivision will be low impact management that will cause storm water to infiltrate into landscaped beds.

NOTICE

THE GRANTEE(S) BY ACCEPTANCE AND RECORDATION OF ANY DEED TAKING TITLE TO ANY LOT IN THE STAFFORD MEADOWS SUBDIVISION AGREE(S) THAT SAID GRANTEE(S) WILL FULLY AND STRICTLY COMPLY WITH ALL OF THE TERMS AND CONDITIONS CONTAINED IN THESE PROTECTIVE COVENANTS. FURTHER SAID GRANTEE(S) ACKNOWLEDGES THAT ALL BUFFER AREAS, INFILTRATION SYSTEMS OR SIMILAR SYSTEMS OR DEVICES INSTALLED, OR TO BE CONSTRUCTED AND INSTALLED, ARE FOR THE PURPOSE OF STORING, RELEASING AND/OR CONTROLLING STORM AND SURFACE WATER RUNOFF AND THE RELEASE OF SAME AT CONTROLLED RATES AND THAT BY TAKING TITLE SAID GRANTEE, AND HIS SUCCESSORS IN TITLE, BECOME CO-PERMITTEES OF THE STORM WATER MANAGEMENT PROCEDURES AS ESTABLISHED BY LOCAL, STATE OR FEDERAL AUTHORITIES EXERCISING AUTHORITY OF SUCH MATTERS. ANY SUCH BUFFER AREA, INFILTRATION SYSTEM OR SIMILAR DEVICE OR SYSTEM WILL BE THE SOLE RESPONSIBILITY OF THE LOT OWNER FOR MAINTENANCE, UPKEEP AND REPAIR IN ACCORD WITH THE RECOMMENDATIONS AND REQUIREMENTS OF THE DECLARANT, THE ARCHITECTURAL REVIEW COMMITTEE, THE SUMTER SOIL AND WATER CONSERVATION DISTRICT, AND THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL. A PROVISION WILL BE INCLUDED IN YOUR DEED THAT CONTAINS AND ACKNOWLEDGMENT OF UNDERSTANDING OF THE MATTERS SET FORTH HEREIN, AND AGREEMENT TO COMPLY WITH SAME.

15. All lots, property, and premises, to include the exterior of the house and fence(s) shall be kept in a neat, orderly, attractive and clean condition at all times and each lot owner will be responsible for all necessary landscape maintenance such as cutting grass and shrubbery/hedges, mulching, pine needles and other ground cover watering, fertilizing, spraying, pruning and other actions necessary to keep all yards maintained in a consistent, neat, attractive and orderly manner in keeping with good and accepted landscaping practices as established by the Homeowners Association. Climbing plants or vegetation of any kind, shall not be placed or

allowed to remain on any fence or wall, building, or along a property line, unless it has been approved and is maintained by the Homeowners Association.
It is further expressly understood that if same is not put in such condition within thirty (30) days after written notice of from the Architectural Review Committee, then the developer (Declarant) and/or the Homeowners Association shall have the right to take such steps and corrective action to have said lot, exterior of home or fence(s) cleaned, mowed or cleared at the sole expense of the property owner, who consents to pay any such costs by accepting title to such property subject to these protective covenants. Failure of the property owner to reimburse developer (Declarant) and/or the Homeowners Association for such cleaning expenses shall entitle developer (Declarant) and/or the Homeowners Association to take action to obtain a judgment for same, with all costs associated therewith being taxed and assessed against the lot owner, including reasonable attorney's fee and court costs associated with same.

16. No lot or property owner, excluding Declarant, shall excavate or extract earth for any personal, business or commercial purpose. No elevation changes shall be permitted on any lot or property which materially affects surface grade of said lot, or surrounding lots and properties, unless approved in writing by the Declarant or the Architectural Review Committee.

17. No yard ornaments, statutes or figurines of any kind, including bird baths, shall be allowed to be placed on any lot without the express written permission of the Architectural Review Committee. All holiday decorations must be removed within a reasonable time after the passing of the holiday date, as may be established by the Architectural Review Committee and/or the Declarant.

18. No radio or television transmission or reception towers, disks, satellite dishes, or antennas of any type, shall be erected on any lot or property, unless approved in writing by the Architectural Review Committee. As a matter of guidance, no such antennas, or dishes, or receivers of any kind or nature, shall be erected, or placed so that they are visible from the Street fronting the lot. In addition all heating and air conditioning units shall be installed, or screened by shrubbery, and/or fencing approved by the Architectural Review Committee, so that same will not be visible from the front street.

19. Neither Declarant nor any member of the Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications submitted and approved by the Architectural Review Committee, or Declarant, nor for any structural defects in any work done according to such plans or specifications. Further, neither Declarant, nor any member of the Architectural

Review Committee shall be liable in damages to anyone submitting plans or specifications for approval under these restrictions, or to any owner of any lot or property affected by this declaration by reason of mistake in judgment, negligence or nonfeasance arising out of, or in connection with the approval or disapproval, or failure to approve or disapprove of any such plans or specifications. Every person, or entity, who submits plans or specifications to the Declarant, or Architectural Review Committee, agrees by submission of such plans or specifications, that he/she/it will not bring any action, claim, demand or suit against the Declarant, or any member of the Architectural Review Committee, for recovery of any claim, expense or damages, of any kind or nature.

20. All driveways, sidewalks and entrances to garages or homes shall be concrete, or a substance approved in writing by the Declarant, or Architectural Review Committee, and of uniform quality. There shall be **NO** curb cuts without prior approval of the Architectural Review Committee. The Declarant reserves to himself, and his successors and assigns, the right to relocate, open or close streets in the subdivision, and to review, re-subdivide and change the size, shape, dimensions, and locations of lots, properties, and streets, whether or not they are shown on a recorded plat, or on a promotional display, or on a lot or property layout plan.

21. It is understood that the herein protective covenants shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, Declarant, or any other lot or property owner shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The protective covenants shall be construed for the benefit of the Declarant alone, who reserves the right to alter, amend, or release the same at will, without any required consent or approval from any other lot or property owner.

22. If any sentence, clause or paragraph of this Declaration shall be found by a Court of competent jurisdiction to be invalid or unenforceable, it shall in no way affect the validity or enforce ability of any other sentence, clause or paragraph thereof.

23. The covenants and restrictions of this Declaration shall run with and bind the land and all parties acquiring same as well as their successors in title, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Until such time as the last lot, or property, in the subdivision has been sold and deeded out of the Declarant, or his successors, the Declarant, and his successors, reserves the right to amend, modify and change these protective covenants and restrictions without being required to obtain approval from any other property owner. After

Declarant sells and conveys title to the last lot in said subdivision, then these protective covenants may only be amended by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners in said Subdivision. Any amendment must be in writing and recorded in the Office of the Register of Deeds of Sumter County.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11th day of February, 2014 at Sumter, South Carolina.

Witness

Witness

Dunlap Properties Limited Partnership

By: TBD Group, LLC by Tyler B. Dunlap, Jr.-Mgr.
(General Partner)

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SUMTER

The undersigned Notary Public for the State of SOUTH CAROLINA does herewith certify that he/she saw the above named Dunlap Properties Limited Partnership, the Declarant, who has properly identified himself to him/her, sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on this 11th day of February, 2014.

(affix seal)
(here)

Notary Public for SOUTH CAROLINA
My Comm. expires: 4-30-23.

LEGAL DESCRIPTION-EXHIBIT "A"

All that certain piece, parcel and tract of land with improvements thereon, situate, lying and being in the City and County of Sumter, State of South Carolina containing 44.95 acres, more or less, and being more fully shown on a plat thereof prepared by Louis W. Tisdale, R.L.S. dated March 2, 2012 and recorded in Plat Book 2012 at page 55, records of Sumter County.

Aforesaid Plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. This description is in lieu of metes and bounds, as permitted by law under Section 30-5-250 of the 1976 Code of Laws of South Carolina, As Amended. Be all measurements a little more or a little less and according to said plat.