

**Restrictive Covenants
&
Homeowners Association By-Laws**

Laurel Hill

INDEX OF BY-LAWS OF THE LAUREL HILL HOMEOWNERS ASSOCIATION, INC.

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THIS INDEX IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT NECESSARILY INCLUDE A REFERENCE TO EACH RESTRICTIVE COVENANT OR BY-LAW, OR ANY ARTICLE, SECTION, SUB-SECTION, SENTENCE, CLAUSE, PHRASE, OR TERM THEREOF.

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

**BY-LAWS OF THE LAUREL HILL
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE 1: NAME. The name of the association shall be The Laurel Hill Homeowners Association, Inc., a South Carolina non-profit corporation (hereinafter referred to as the "Association").

ARTICLE II: PRINCIPAL OFFICE. The principal office of the Association shall be located at 1455 Russell St. NE, Orangeburg, South Carolina.

ARTICLE III: PURPOSES. The purposes for which the Association is organized are:

- A. To develop a community designed for safe, healthful, and harmonious living.
- B. To promote the collective and individual interests and rights of all persons owning property in the subdivision known as Laurel Hill of Edisto Plantation, Phase I, near the City of Orangeburg, State of South Carolina, and being set forth and shown on a plat of Edisto Plantation, prepared for The Genoa Group, by Edisto Surveyors, Inc. dated December 12, 1989, including any future annexed or expanded properties.
- C. To care for the improvements and maintenance of the streets, roadways, easements, right-of-ways, storm drainage, community center, gateways, public easements, parks, parkways, grass plots, common areas, berms, parking areas, lakes, canals, ponds, lagoons, dams, wells, irrigation systems, and any facilities of any kind dedicated to the community use and other open spaces of the subdivision and project, which now exist or which may hereafter be installed or constructed therein through annexation or expansion of the subdivision or project as provided for in the Declaration of Restrictive Covenants (hereinafter referred to as "common areas").
- D. To cooperate with the owners of all vacant and unimproved lots now existing or which may hereafter exist in the subdivision in keeping them in good order and condition, in preventing them from becoming a nuisance and a detriment to the beauty of the subdivision and to the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots as may be necessary or desirable to keep them from becoming such nuisance and detriment.
- E. To aid and cooperate with the members of the Association and all property owners in the subdivision in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property, as well as, any other rules and regulations as shall hereafter be approved by a majority vote of the members of the Association.
- F. To acquire, own, and lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes.

- G. To arrange social and recreational functions for its members.
- H. To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the subdivision.
- I. This Association shall not engage in political activity or pursue political purposes of any kind or character.
- J. In general, to do everything necessary, proper, or advisable for the accomplishment of the purposes herein above set forth.

ARTICLE IV: MEMBERSHIP.

1. **Eligibility.** Every present and future record, fee simple owner of a lot in the subdivision (including The Genoa Group, hereinafter referred to as the "Developer") whether one or more persons or entities, as distinguished from a security owner, shall be a member in the Association. Record ownership of a lot within said subdivision, without payment of dues, shall establish the owner as a member of this Association. The provisions of this section shall be mandatory. No owner of any interest in any lot shall have any right or power to disclaim, terminate or withdraw from the membership of the Association or any obligations as a member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.
2. **Membership.** Membership shall include an undertaking by such owner to comply with these By-laws, the rules and regulations adopted by the Association, to pay annual dues, assessments, or charges, and to pay special assessments. Membership shall be accompanied by payment of the first year's dues in advance.
3. **Termination.** Membership in the Association shall terminate on a member ceasing to be a fee simple owner of a lot in the subdivision.
4. **Assignment and Transfer.** Membership of each owner (including Developer) shall be appurtenant to the lot or lots giving rise to membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said lot and then only to the transferee of title to such lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a lot shall operate automatically to transfer membership in the Association appurtenant thereto to the new owner thereof.

ARTICLE V: MEETING OF MEMBERS.

1. **Annual Meetings.** The first meeting of the Association, whether a regular or special meeting, shall be held within twelve (12) months from the date of incorporation of the Association. The next annual meeting of the Association shall be set by the Board of Directors, but must be held prior to the expiration of twelve (12) months from the first meeting. Thereafter, regular annual meetings shall be held within fifteen (15) days of the same day of the same month of each year thereafter at an hour set by the Board of Directors. Subject to the foregoing, the date, time and place of all such meetings shall be set by the Board of Directors. The purpose of the first meeting and subsequent annual meetings shall be for the purpose of electing directors, approving annual dues, and for the transaction of such other business as may come before the meeting.
2. **Regular Meeting.** In addition to the annual meetings, regular meetings of the members may be held at such time as shall be determined by the Board

of Directors, provided, however, no such regular meeting shall be held during the months of June, July, and August.

3. **Special Meetings.** It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by owners representing at least twenty-five (25%) percent of the total votes of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
4. **Place of Meetings.** Meetings of the Association shall be held at its principal office or such other suitable place convenient to the members as may be designated by the Board of Directors.
5. **Notice of Meeting.** It shall be the duty of the Secretary to mail a notice of each annual, regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member entitled to vote, at least fifteen (15) days but not more than thirty (30) days prior to such meeting.
6. **Quorum** The presence at any meeting, in person or by proxy, of the members holding sixty (60%) percent of the votes that may be cast at such meeting shall be necessary and sufficient to constitute a quorum for the transaction of business.
7. **Adjourned Meetings.** If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.
8. **Voting.** Each member shall be entitled to vote on each matter submitted to a vote of the members.
9. **Proxies.** At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after three (3) months from the date of its execution, unless otherwise provided in the proxy.
10. **Manner of Acting.** A majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by these By-laws.
11. **Voting by Mail.** Where directors or officers are to be elected by members, such election may be conducted by mail in such manner, as the Board of Directors shall determine.
12. **Order of Business.** The order of business at the annual meeting of the members shall be as follows:
 - A. Roll call.
 - B. Proof of notice of meeting or waiver of notice.
 - C. Reading of minutes of preceding meeting.
 - D. Reports of officers.
 - E. Report of committees.
 - F. Approval of annual dues.
 - G. Election of directors.
 - H. Unfinished business.
 - I. New business.
13. **Voting Rights.** Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members. A member shall have one

(1) vote for each lot of which he is an owner. Where two or more persons or entities own a lot, only one vote for such lot owned shall be allowed, and such joint owner shall designate and register with the Secretary of the corporation the name of that owner entitled to cast such single vote. However, until such time as the Developer has sold at least seventy-five (75%) percent of the lots in said subdivision now existing or which may exist through expansion or annexation, Developer will be allowed a special voting membership entitling it to cast one more vote than the total number of votes held or voted cumulatively by all other members.

ARTICLE VI: BOARD OF DIRECTORS.

1. **Number and Qualifications.** The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons elected by a majority vote of the membership, all of whom must be members of the Association or officers, partners, agents, representatives or employees of Developer.
2. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members.
3. **Other Duties.** In addition to duties imposed by these By-laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:
 - A. Care, upkeep and surveyance of the subdivision and the common areas and facilities.
 - B. Collection of annual dues, assessments, charges and special assessments from the members.
 - C. Designation and dismissal of the personnel necessary for the accomplishment of the purpose of the Association.
4. **Election and Term of Office.** At the first meeting of the Association, the term of office of two (2) directors shall be fixed at three (3) years; the term of office of two (2) directors shall be fixed at two (2) years; and the term of office of one (1) director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three (3) years. The directors shall hold office until their successors have been elected and hold their first meeting.
5. **Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.
6. **Removal of Directors.** At any annual, regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority vote of the members and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has
been proposed by the member shall be given an opportunity to be heard at the meeting.
7. **Organization Meeting.** The first meeting of a newly elected Board of Directors shall be held within fifteen (15) days of election at such place as shall be fixed by the Directors at the meeting at which such directors were elected,

and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole board shall be present.

8. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least ten (10) days prior to the date for such meeting.
9. **Special Meetings.** Special meetings of the Board of Directors may be called by the president on five (5) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.
10. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
11. **Quorum.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice.
12. **Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VII: OFFICERS.

1. **Designation.** The principal officers of the Association shall be President, Vice President, Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary.
2. **Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new board and shall hold office at the pleasure of the Board. Officers shall be either (i) members of the Association or (ii) officers, partners, agents, representatives or employees of Developer.
3. **Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.
4. **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the

Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to attend. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.
6. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.
7. **Treasurer.** The Treasurer shall have responsibility for association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VIII: OTHER COMMITTEES. The Board of Directors may appoint such other committees as it may deem advisable. Each such committee shall have such powers and authority as shall be specified by the Board of Directors.

ARTICLE IX: DUES AND ASSESSMENTS.

1. **Annual Dues.** The initial dues shall be One Hundred Fifty and no/100 (\$150.00) dollars per year, per lot. The Board of Directors shall, two (2) months prior to the annual meeting of the association, prepare a projected statement of revenues, costs and expenses for the upcoming year and based upon said estimates ascertain the annual dues for the coming year and submit same to a vote of the membership at its annual meeting. Said annual dues shall become effective upon approval by a majority vote of the members. The annual dues may include provisions for such reserves for future expenditures as the Board of Directors shall deem appropriate. A statement of the proposed annual dues shall accompany notice of the annual meeting of members.
2. **Payment of Dues.** The annual dues shall be payable annually on or before January 1, of each year. The first such installment shall be pro-rated and paid on the first day of the month after which a member has received membership status. Annual dues must be fixed at a uniform rate for all lots. However, the Developer as owner of unimproved lots held in the inventory of the Developer and upon which no construction has begun, shall pay only one-half (1/2) of the annual dues. **(Recorded in Deed Book 583 pg 1123)**
3. **Special Assessments.** Special assessments may be levied on members of the Association only by a two-thirds (2/3) vote of two-thirds of the membership. Provided, said special assessments shall be levied equally among each individual lot. To the extent necessary to provide for expenditures for which the necessary funds shall not have been provided by annual dues or assessments, the Association shall have power to borrow monies from such sources and upon such terms and conditions and with such security as the

Board of Directors shall determine, provided, however, that no property owned by the Association shall be encumbered to secure such borrowing without the affirmative vote of not less than two-thirds (2/3) vote of the membership.

4. Default in Payment of Dues or Assessments

- A. When any member shall be in default in the payment of dues and assessments for a period of thirty (30) days from the date on which said dues or assessments become payable, he shall, for the purposes of voting, not be considered as a member in good standing; in addition, such member shall be dropped for active membership and placed on the inactive list. Such member shall not be reinstated until he has paid dues and assessments in full, and until such time as such member is reinstated, he shall have no rights of any kind arising out of membership in the Association and shall be prohibited from using any facilities or services of the Association. (Recorded in Deed Book 565 pg 941)
 - B. In addition to the foregoing, if any member shall fail to pay his dues or assessments as the same become due, after fifteen (15) days' written notice of such delinquency given by the Association to such member, the amount of the unpaid dues and assessments shall become a lien on such member's lot in the subdivision in favor of the Association, subject to the rights of prior lien creditors, and the Association shall have the right to proceed in the collection of said delinquent dues or assessments by mortgage foreclosure proceedings pursuant to the 1976 Code of Laws for the State of South Carolina (as amended) and in addition, the Association shall have the right to commence an in personam action against such members for the collection of the unpaid dues and assessments in any court of competent jurisdiction. The above provisions for enforcement shall be in addition to any other remedies at law.
 - C. The Association shall have, and is hereby given, the power and authority to require full payment of all sums due either by way of annual dues, charges, assessments, or special assessments as a condition precedent to the transfer or any interest in a lot of any member's interest in the Association.
 - D. The Association shall promptly provide any member so requesting the same a written statement of all unpaid sums assessed or imposed upon any lot as of particular date. Any bona fide purchaser or mortgagee relying upon such statement shall not be liable for, nor shall the lot involved be subject to a lien for, any amount in excess of that contained in said statement as of the date thereof; provided, however, nothing herein contained shall relieve a member of his or her obligation to pay said dues and assessments.
- 5. Assignment of Dues.** In the event a member whose dues are paid shall, during the year in which such dues are paid, terminate his membership by sale of his lot in the subdivision, he shall be entitled to assign to the buyer of such lot the benefit of the paid dues. Any such buyer can acquire the benefit of such paid dues by paying a transfer fee of Ten and no/100 (\$10.00) Dollars, without the necessity of paying pro-rata dues to the end of the year.
- 6. Purposes of Dues and Assessments.** The annual dues, charges, assessments and special assessments levied by the Association shall be used exclusively for protection, improvement, maintenance, repair, upkeep or beautification, cleanup and operation of the properties of the Association and the common areas, streets, roadways, easements, right-of-ways, storm drainage, parks,

parkways, parking areas, grass plots, berms, ponds, canals and lakes, lagoons, dams, wells, irrigation systems and recreational facilities, including the payment of taxes and insurance, and payment for the cost of labor, equipment, materials, management, supervision, accounting, legal or other expenses incidental thereto.

7. **Special Assessments for Capital Improvements.** In addition to the annual dues authorized above, special assessments for capital improvements shall be used only for the purpose of construction, replacement or repair of a capital improvement upon the property of the association, including fixtures and personal property related thereto, provided that the amount of said assessments for any capital improvements to the property of the Association (e.g., tennis courts, swimming pools, club houses, roads, streets, storm drainage, dams, docks, irrigation systems, and other common capital properties) within said subdivision shall be set by the Board of Directors and approved by a three-fourths (3/4) vote of the membership. Provided, further, that a member paying half dues as provided herein above shall not be compelled to begin payment of any assessment for capital improvements by the Association until such time as he shall be required to begin payment of full annual dues pursuant to these By-laws.
8. The Board of Directors shall annually prepare or have prepared a statement showing assets and liabilities of the Association and a statement of revenues, costs, and expenses for such year. Such statement to be available to each member upon request at the Association office.

ARTICLE X: RULES AND REGULATIONS. The Board of Directors shall adopt such rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the Association. Such rules and regulations shall become effective when approved by a majority vote of the members of the Association, and when so approved, shall become a part of these By-laws.

ARTICLE XI: FAILURE OF ASSOCIATION. If the Association shall fail to carry out any of its functions, duties and responsibilities or shall fail to properly maintain any of the facilities of the Association including streets, roadways or other common areas or fail to provide any necessary services, then Developer may exercise and perform the duties of the Association and the cost of all necessary repairs, services, maintenance and upkeep shall be assessed against each individual member of the Association on a per lot basis.

ARTICLE XII: ENFORCEMENT. By reason of the nature of the planned community herein contemplated, any violation on the part of any member of any of the terms and conditions of these By-laws or of the restrictive covenants of said subdivision or any rules or regulations adopted by the Association pursuant to the authority herein granted, such will or is likely to result in damages which are irreparable and impossible of ascertainment. Therefore, the Association shall have, and is hereby granted, the right to prevent any such threatened violation on the part of any member, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings, as well as by restricting or entirely suspending, for such period or periods as the Board of Directors of the Association may from time to time determine, the use by the offending member, his respective family, guests, invitees, tenants, contract purchasers, or any other person or entity exercising said rights through his membership of any facility or service of the

Association. Before restricting or suspending a member's use, the said member may request and shall be granted a hearing before a duly called meeting of the Board of Directors. In addition, such restricted or suspended member shall be placed on the inactive membership list. These remedies are in addition to any others provided by law.

ARTICLE XIII: AMENDMENTS. These By-laws may be amended or repealed, or new By-laws may be made and adopted, at any annual, regular or special meeting of the members of the Association, by a majority vote of all the members entitled to vote, provided that notice of intention to amend shall have been contained in the notice of meeting.

ARTICLE XIV: NOTICES. Any notice required to be sent to any member or owner under the provisions of these Bylaws shall be sent to the last known address of the person or entity as it last appeared on the records of the Association. Notice to one of two or more co-owners of a lot shall constitute notice to all co-owners. It shall be the responsibility of each member to immediately notify the Secretary of the Association in writing of any change of address. Any person or entity who becomes an owner and member in the calendar year in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title. Any notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid.

ARTICLE XV: WAIVER. The failure of the Association to seek redress for any violation, or to enforce any term or provision of this declaration or of any rule or regulation issued hereunder or pursuant hereto shall not be deemed a waiver of any such right of redress or enforcement, either as to any subsequent violation of a similar or other nature or as to any future continuation of any violation.

ARTICLE XVI:

Section 1: Members' Easements of Enjoyment in Common Properties. Subject to the provisions these Bylaws, adopted rules and regulations and any fees, charges or assessments established by the association, every owner shall have a right and easement of use and enjoyment in and to the common properties of the Association and such easement shall be appurtenant to and shall pass with the title of every lot. This easement of enjoyment shall be for the benefit of each lot, the owner(s) of such lot and each of them and for their respective families, guests, invitees, tenants and contract purchasers, for recreational purposes and uses and without limiting the generality of the foregoing, for ingress and egress over and through the common properties.

Section 2: Members' Easement of Enjoyment in Use of Streets and Roads. Subject to the provisions of these By-laws, any rules and regulations of the Association and any fees or charges established by the Association, all members shall have the right of ingress and egress over and across the streets and roadways of the project and the full use thereof within said subdivision and such rights shall be appurtenant to and shall pass with the title of every lot.

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

- A. The right of the association, as provided in its By-laws, to suspend the rights and easements of enjoyment of any member, his respective family, guests, invitees, tenants, contract purchasers, or any other person or entity

exercising said rights through his membership for any period during which the payment of any dues or assessments against property owned or leased by such member remains delinquent, and for any period for any infraction of these By-laws, adopted rules and regulations or covenants and restrictions of the subdivision; provided that the association shall not suspend the right to use the roads or streets belonging to the association subject to the rules, regulations and fees, if any, established by the association for such use.

- B. The Board of Directors of the association shall have the power to place any reasonable restrictions upon the use of the association's roadways and streets, subject to an owner's right of ingress and egress, or the right of ingress and egress of Developer and others as provided in Paragraph C herein below, including but not limited to, the types and sizes of vehicles permitted to use such roads and streets, the maximum and minimum speed of vehicles using such roads and streets, all other necessary traffic and parking regulations, and the maximum noise level of vehicles using such roads and streets. The fact that such restrictions on the use of same shall be more restricted than the laws of any state or local government having jurisdiction over the properties shall not make such restrictions unreasonable. The association shall have the right to suspend and prohibit the use of said roads and streets to any individual who does not abide by said use restrictions.
- C. Developer shall have the right to use said roads and streets and to have visiting members of the general public use same, including prospective purchasers of property, contractors or agents of Developer and other persons who may be involved in the construction of homes within the adopted by the association; provided, that such rules and regulations do not prohibit or otherwise impair the use of the roads and streets for purposes of sale or development of the property within said subdivision or the construction of homes therein.
- D. It is understood that all common areas, roads and streets and storm drainage are held shall be held by the association, subject to all restrictions, conditions and covenants of said subdivision.
- E. The Association may dedicate or transfer all or any part of a common area 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 signed by two-thirds (2/3) of the owners agreeing to such dedication or transfer has been recorded.

Section 4: Developer covenants for itself, its successors and assigns, that when in its sole discretion this association has the resources and abilities for providing general maintenance, upkeep, and repair to the common areas, roads, streets, storm drainage, easements, right-of-ways, ponds, canals, lakes, lagoons, wells, irrigation systems, parks, parkways grass plots, and berms of the subdivision, which now exist, or hereafter may exist through annexation or expansion, that the Developer may deed over any common area, either as a group or separately, to the association, at no charge to the association, and the association hereby agrees to accept any such conveyance and agrees to provide for the general maintenance, upkeep and repair of same as provided herein; provided, also, that same shall be in good repair and not need of major repairs at the time of such conveyance.

ARTICLE XVII: General Provisions

1. If any term, provision, covenant, easement, agreement or condition herein, or any rule or regulation issued hereunder, shall be or be held to be invalid, the remainder of same shall not be invalidated or terminated thereby but shall remain in full force and effect for all intents and purposes as though such invalid term, provision, covenant, easement, agreement, condition, rule or regulation had not been included herein.
2. All the easements, rights, covenants, agreements, reservations, restrictions, and conditions herein contained shall run with the land and shall be to the benefit of and be binding upon all owners of a lot and each subsequent holder of any interest in any portion thereof, their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust or other evidence of obligation, to same herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though same were fully recited and set forth in their entirety in such documents.
3. If and to the extent that any of the covenants, conditions, obligations, rules or regulations or any other provisions herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous there-to or otherwise imposing limitations upon the time for which such may be valid, then the provisions concerned shall continue and be of full force and effect until such period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of South Carolina or any of the above mentioned prohibitions.
4. Any suspension for either non-payment of any assessments, annual dues, special assessments, or a breach of the rules and regulations of the Association or covenants and restrictions of the subdivision shall not constitute a waiver or discharge of a member from his obligation to pay all assessments, special assessments and/or annual dues as they become due.

IN WITNESS HEREOF, The Genoa Group, as developer and incorporator of Laurel Hill Homeowners Association, Inc. has caused these presents to be executed in its name by its general partners this 20th day of June, 1990.

IN THE PRESENCE OF: THE GENOA GROUP
PARTNERSHIP

/S/ James F. Walsh, Jr.

/S/ Harris B. Davis

Managing Partner

/S/ Susan C. Gleaton

/S/ Marion F. Moore

Managing Partner

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

PERSONALLY appeared before me Susan C. Gleaton and made oath that she saw The Genoa Group Partnership by its managing partners sign, seal and as their act and deed, deliver the within written Declaration and that she with James F. Walsh, Jr., witnessed the execution thereof.

/S/ Susan C. Gleaton

SWORN to before me this
20th day of June, 1990.

/S/ James F. Walsh (L.S.)

Notary Public for S.C.
My Commission Expires: 4-20-91

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“LAUREL HILL SUBDIVISION” OF EDDISTO PLANTATION**

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THIS INDEX IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT NECESSARILY INCLUDE A REFERENCE TO EACH RESTRICTIVE COVENANT OR BY-LAW, OR ANY ARTICLE, SECTION, SUB-SECTION, SENTENCE, CLAUSE, PHRASE OR TERM THEREOF.

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBUR)

**DECLARATION OF RESTRICTIVE COVENANTS
"LAUREL HILL SUBDIVISION" OF EDDISTO PLANTATION**

WHEREAS, the Genoa Group, a South Carolina general partnership, (hereinafter referred to as the "Developer") is the owner and developer of the properties known as Eddisto Plantation containing four hundred nineteen (419) acres, more or less, and

WHEREAS, said Developer has established a general plan for the improvement and development of said properties, and

WHEREAS, said plan includes the development of four (4) subdivisions known as Laurel Hill, Waterford, Middleton Place and Governors Creek, which after full development together will be composed of approximately three hundred four (304) residential lots, and

WHEREAS, the subdivisions of Waterford, Middleton Place and Governors Creek will be subject to the same restrictions, conditions and limitations and owners in said subdivisions shall be members of the same homeowners association and the subdivision of Laurel Hill (hereinafter referred to as "subdivision") will be subject to separate restrictions, conditions and limitations and owners in Laurel Hill shall be required to be members of a separate homeowners association, and

WHEREAS, Developer intends to develop said subdivision in phases and to initially develop and submit to the provisions of this Declaration the first phase of said subdivision consisting of twenty-five (25) residential lots, which are more fully described hereinbelow; and

WHEREAS, the remaining phases of said subdivision consisting of approximately ninety-six (96) lots may be submitted to the provisions of this Declaration and incorporated with the property and lots described hereinbelow upon future amendments of this Declaration in accordance with the provisions of the paragraph entitled "Annexation and Expansion" hereinbelow; and

WHEREAS, in furtherance of said development and general plan the Developer is desirous of placing certain protective and restrictive covenants on the original twenty-five (25) lots in the said subdivision described hereinbelow:

DESCRIPTION OF PROPERTY: ALL those certain pieces, parcels or lots of land with any improvements thereon situate, lying and being in Limestone Township, School District 5, Orangeburg County, South Carolina, being set forth and shown as Lots A1 through A6, B2 through B8, C7 through C12, and D1 through D6, all of which are designated on a plat of Eddisto Plantation, Phase I, by Eddisto Engineering, Inc. dated December 12, 1989, and recorded in the

ANNEXED PROPERTY:

All those certain pieces, parcels or lots of land with any improvements thereon, situate, lying and being in Limestone Township, School District 5, County of Orangeburg, State of South Carolina, being set forth and shown as Lots A7 through A12, D7 through D12, E1 through E6, and H8 through H14, all of which are designated on a plat of Eddisto Plantation, Laurel Hill, Phase II, by Edisto Surveyors, Inc., approved by A. R. Parler, Jr., R.L.S., dated February 27, 1992, recorded in the RMC office for the County of Orangeburg, State of South Carolina in Plat Book 70L at page 51.

All those certain pieces, parcels or lots of land with any improvements thereon, situate, lying and being in Limestone Township, Consolidated School District #5, County of Orangeburg, State of South Carolina, being set forth and shown as Lots B9 through B20 on a plat of "The Glen" at Laurel Hill subdivision of Eddisto Plantation by Edisto Surveyors, Inc., approved by Richard L. Stroman, R.L.S. dated June 22, 1998, amended May 3, 1999 and recorded in the Office of the Register of Deeds for the County of Orangeburg, State of South Carolina in Cabinet 130, at page 9.

All those certain pieces, parcels or lots of land with any improvements thereon, situate, lying and being in Limestone Township, Consolidated School District No. 5, County of Orangeburg, State of South Carolina, being set forth and shown as Lots E16 and E17 and Lots E19 through E39 on a plat of Lots E16-E39, Phase IV, Laurel Hill Subdivision of Eddisto Plantation by Edisto Surveyors, Inc. approved by Richard L. Stroman, R.L.S. dated June 23, 1998, and recorded in the Office of Register of Deed for the County of Orangeburg, State of South Carolina in Cabinet 190 at page 10.

ANNEXATION AND EXPANSION. Developer reserves the right, but shall not be obligated, to expand the effect of this Declaration to include all or part of the additional properties owned by the Developer. Developer shall have the unilateral right to transfer to any other person this right to expand by any instrument duly recorded, Such expansion may be accomplished by recording a Declaration of Annexation in the R.M.C. Office for the County of Orangeburg, State of South Carolina, describing the real property to be annexed to the property, submitting it to the covenants, conditions and limitations contained in this Declaration, describing it as a project, if the expansion property parcel in that instance does in fact constitute a project, and providing for voting rights and assessment allocations as provided for in this Declaration and the By-laws of Laurel Hill Homeowners Association. Such Declaration of Expansion Annexation shall not require the consent of other property owners. Any such expansion shall be effected upon the filing for record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. Upon the recordation of such Declaration of Annexation, this Declaration shall be

expanded automatically to encompass and include the annexed and expanded properties. Such Declaration of Annexation may add, delete or modify provisions of this Declaration as it applies to the expansion project added. However, this Declaration may not be modified with respect to that portion of the property already subject to this Declaration, except as provided below for amendment.

NOW, THEREFORE, in consideration of the premises, the undersigned does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which the following lots shall be improved or sold and conveyed by it as owner thereof.

1. **Benefit.** Each and every one of these covenants, conditions, reservations, and restrictions is and are all for the benefit of each owner of land in said subdivision, or any interest therein, and shall be for the benefit and pass with each and every parcel of said subdivision, and shall bind the respective successors in interest of the present owner hereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.
2. **Residential Use.** Such lots, and each and every one thereof, are for one single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, mobile home, modular home, house trailer, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multi-family dwelling shall be erected, placed, permitted, or maintained on such premises or on any part thereof. In addition, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise shall be conducted, maintained, or permitted on such premises or on any part thereof.
3. **Structure Size.** The ground floor area of the main dwelling (i.e., exclusive of porches, garages, etc.) located on any lots in Block A and B in said subdivision, initially being Lots A1 through A6 and B2 through B8, shall not be less than 1,300 square feet of heated enclosed space for a one-story dwelling nor less than 800 square feet for a two-story structure, provided that all two-story structures shall have a total of not less than 1,300 square feet of heated enclosed area. The ground floor area of the main dwelling (i.e., exclusive of porches, garages, etc.) located on any lots in Blocks C and D in said subdivision, initially being Lots C7 through C12 and D1 through D6, shall not be less than 1,500 square feet of heated enclosed space for a one-story dwelling nor less than 800 square feet for a two-story structure, provided that all two-story structures shall have a total of not less 1,500 square feet of heated enclosed area. The height of any structure in said subdivision shall be not more than two full stores above ground level. No wall of any height shall be constructed on any lot until the height, type, design and approximate location thereof shall have been approved in writing by the Architectural Review Board.

The ground floor area of the main dwelling (i.e., exclusive of porches, garages, etc.) located on Lots B9 through B20 on a plat of "The Glen" at Laurel Hill Eddisto Plantation by Edisto Surveyors, Inc., approved by Richard L. Stroman, R.L.S. dated June 22, 1998, amended May 3, 1999, shall not be less than 1,650 square feet of heated enclosed space for a one story dwelling nor less than 800 square feet for a two story structure, provided that all two story structures shall have a total of not less the 1,650 square feet of the heated enclosed area. The height of any structure on said lots shall not be more than two stories above ground level. No wall of any height shall be constructed on any lot until the height, type, design, and approximate location thereof shall have been approved in writing by the Architectural Review Board.

The ground floor area of the main dwelling (i.e., exclusive of porches, garages, etc.) located on Lots E19 through E39 on a plat of Lots E16-E39, Phase IV, Laurel Hill Subdivision of Eddisto Plantation by Edisto Surveyors, Inc. approved by Richard L. Stroman, R.L.S. dated June 23, 1998, and recorded in the Office fo the Register of Deeds for the County of Orangeburg, State of South Carolina in Cabinet 190, page 10, shall not be less than 1,300 square feet of heated enclosed space for a one story dwelling nor less than 800 square feet for a two story structure, provided that all two story structures shall have a total of not less than the 1,300 square feet of heated enclosed area. The height of any structure on said lots shall not be more than two full stories above ground level. No wall of any height shall be constructed on any lot until the height, type, design, and approximate location thereof shall have been approved in writing by the Architectural Review Board.

The ground floor area of the main dwelling (i.e., exclusive of porches, garages, etc.) located on Lots E16 and E17 on a plat of Lots E16-E39, Phase IV, Laurel Hill Subdivision of Eddisto Plantation by Edisto Surveyors, Inc., approved by Richard L. Stroman, R.L.S. dated June 23, 1998, and recorded in the Office of the Register of Deed for the County of Orangeburg, State of South Carolina in Cabinet 190, at page 10, shall not be less than 1,500 square feet of heated enclosed space for a one story dwelling nor less than 800 square feet for a two story structure, provided that all two story structures shall have a total of not less that the 1,500 square feet of heated enclosed area. The height of any structure on said lots shall be not more than two full stories above ground level. No wall of any height shall be constructed on any lot until the height, type, design and approximate location thereof shall have been approved in writing by the Architectural Review Board.

4. **Construction Completion.** When the construction of any structure is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No building shall be occupied during construction. Nor shall any structure, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. Prior to occupancy, the owner shall obtain a certificate of completion and compliance from the Architectural Review Board. No

temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home or other temporary structure shall be placed or erected upon any lot unless approved by Developer and then only during periods of construction. This paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on said property.

5. **Garages.** No garage or other outbuilding shall be placed, erected, or maintained upon any part of such premises except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such dwelling house.

6. **Approval of Plans and Specifications.** All plans for the construction of private roads and driveways and all building plans for any building, fence, wall or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any re-modeling, re-construction, alteration, or addition to any building, fence, wall, road, driveway, or other structure upon any lot in said subdivision shall require the approval in writing of the Architectural Review Board. Before beginning the construction of any road, driveway, building, fence, wall, or other structure whatsoever, or re-modeling, re-construction or altering same, the person or persons desiring to erect, construct, or modify the same shall submit to the Architectural Review Board two complete sets of road or driveway plans, showing the locations, course, and width of same and two complete sets of building plans and specifications for the building, fence, wall, or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the Architectural Review Board, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway, fence, wall, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Architectural Review Board. The Architectural Review Board shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. The Architectural Review Board may waive the setback provisions contained in Paragraph Nine (9) hereinbelow. Said review board shall consist of the managing partners of the Developer and a representative of the Laurel Hill Homeowners Association to be appointed by the said managing partners of the Developer. Decisions by said board shall be binding, absolute and final, as if herein recorded. All decisions of said review board shall be by majority vote. In the event the Architectural Review Board fails to approve or disapprove any proposed property improvements within thirty (30) days after such plans and specifications

have been submitted to it, approval will not be required and this section shall be deemed to have been fully satisfied.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Board including, without limitation:

- (a) A site plan showing the location of all proposed and existing structures on the lot, including building set backs, open space, driveways, walkways, and parking spaces, including the number thereof;
- (b) A foundation plan;
- (c) A floor plan;
- (d) Exterior elevation of all proposed structures and alterations to existing structures, as such structures will appear after all back-filling and landscaping are completed.
- (e) Specifications of materials, color scheme, lighting schemes, exterior windows, door and cornice detail and other details affecting the exterior of all proposed structures and alterations to existing structures;
- (f) Plans for grading and landscaping;
- (g) Location of outside heating and air-conditioning systems;
- (h) Location of all service lines providing electrical, water, gas and other utilities to the premises;
- (i) Location of septic tanks and all drain lines.

Approval for use in connection with any lot or structure of any plans and specifications shall not be deemed a waiver of the Architectural Review Board's right, in its discretion, to disapprove similar plans and specifications or any other features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use in connection with any other lot or structure. Further, neither Developer, nor any member of the Architectural Review Board shall be liable in damages to any one submitting plans or specifications for approval under this article, or to any owner of 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 any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Board for approval and every owner of any lot agrees that they will not bring any action or suit against Developer, or any member of the Architectural Review Board to recover for any such damages. Any employee or agent of the Architectural Review Board may, after reasonable notice, at any reasonable time enter upon any lot and structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or

maintenance or any structure or the use of any lot or structure is in compliance with the provisions of this Declaration; and neither the Architectural Review Board, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

At such time as all of the lots in said subdivision have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, or the Developer, at its discretion, has relinquished such right to act as the Architectural Review Board, the Developer shall notify the Laurel Hill Homeowners Association to that effect, and, thereafter, the Developer's rights and obligations as the Architectural Review Board shall forthwith terminate; and, thereafter, the Laurel Hill Homeowners Association shall have the right, power and authority, through a duly recorded written instrument, to establish a successor Architectural Review Board and prescribe rules and regulations pursuant to which such Board shall act. Notice to the homeowners association by Developer under this provision shall be in writing and shall be deemed written notice to each of the record owners of lots.

7. **Homeowners Association.** For the purpose of maintaining community centers, common areas, gateways, public easements, parks, parkways, roads, grass plots, parking areas, lakes and ponds, and any facilities of any kind dedicated to the community use and other open spaces of the subdivisions, which now exist or which may hereafter be installed or constructed therein through annexation or expansion of said subdivision and all common community services of every kind and nature required or desired within the said subdivision, for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Laurel Hill Homeowners Association, a non-profit corporation, including the obligation to pay dues and/or assessments and which may be collected by suit in any court of competent jurisdiction. Any unpaid dues and/or assessments shall constitute a lien on lots to which they attach. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this declaration or any annexation or expansion of said subdivisions, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives successors, transferees and assigns, to all of the provisions restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this declaration and any amendments or supplements thereof. In addition, each such owner by so doing thereby acknowledges that the declaration sets forth a general scheme for the improvement and development of the real property covered hereby, including expanded property, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and shall be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such owner fully understands and acknowledges that the declaration shall be mutually beneficial to and enforceable by the

various owners and future owners. Finally the acceptance of a deed or acquisition of any legal ownership interest in any of the real property included within this declaration, or any annexed or expanded property, by any person or entity, shall constitute an acknowledgment by said person or entity that he has knowledge of this declaration, has received a copy of this declaration, has read the provisions of this declaration and fully intends to comply therewith.

8. **Tanks, etc.** No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises, provided, that nothing herein shall prevent Developer or its successors and assigns, from erecting, placing or permitting the placing of tanks and other water system apparatus or sewage disposal systems on such premises for the purpose of water supply or sewage facilities. Any tanks for use in connection with any residence constructed on said premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads, or streets, all clothes lines, garbage cans, equipment, coolers, woodpiles, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Architectural Review Board.

9. **Setbacks.** No building, fence, outbuilding or structure of any nature shall be located closer than forty (40) feet to the street on which said structure shall face or nearer than twenty- five (25) feet to any side street; or nearer than ten (10) feet to any interior lot line or nearer than twenty-five (25) feet to any rear lot line. For purposes of this covenant, eaves and steps shall not be considered part of the building, provided, however, this shall not be construed to permit any portion of any building or structure to encroach upon another lot. These setbacks may be waived by the Architectural Review Board. (One waiver has been recorded in Deed Book 666 at page 0071 for Russell D. Young and Ann S. Young which modifies the front set back line from 40' to 39' for Lot D7.)

10. **Nuisances, Animals, Firearms, Weeds, Noises. Etc.** No animals of any kind including by way of illustration and not limitation, horses, cattle, swine, goats, poultry, or fowl shall be kept on any lot. However, household pets not exceeding two (2) in number shall be permitted, provided that same shall be kept exclusively on the premises of the owner. There shall be no discharging of firearms, guns, or pistols of any kind, caliber, type, or any kind of propulsion. No weeds, underbrush, junk, stored materials, wrecked or inoperable vehicles or similar or other unsightly growths or objects shall be permitted to grow or remain upon any lot, and no refuge pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Each owner shall be responsible for and shall maintain all landscaping, grass, driveways, parking areas, structures and grounds located on each lot in good condition and repair and in a neat and attractive manner. In the event that any owner of any property in the said subdivisions shall fail or refuse to keep such premises free from weeds, underbrush, junk, stored materials, wrecked or inoperative vehicles, or refuge piles or other unsightly growths or objects,

then the Developer, the Architectural Review Board or Laurel Hill Homeowners Association may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such removal a lien shall arise and be created in favor of the Architectural Review Board, Developer or Laurel Hill Homeowners Association and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefore. In addition, no disturbing noises shall be permitted on any lot which interfere with the rights, comforts or convenience of other lot owners. Each lot owner shall be responsible for the actions of his or her family members, servants, employees, agents, visitors and licensees.

11. **Vehicles.** No trucks and no commercial type vehicles, except pickup trucks weighing less than 5,000 pounds, shall be stored or parked on any residential lot except while parked in a closed garage nor shall said vehicles be parked on any residential street in the subdivisions except while engaged in transporting to or from a residence in the subdivisions, unless otherwise permitted by the Architectural Review Board. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage. A pleasure boat on its trailer may be parked or stored on that portion of the lot away from the street lying beyond the front building line, but shall not be within the view of neighboring lot owners. No maintenance or repairs shall be performed on any vehicles upon any portion of the property, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the property must be completed within four (4) hours from its immobilization or the vehicle must be removed.
12. **Mining.** No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, placed, or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum or other hydrocarbon products or minerals of any kind be produced or extracted therefrom.
13. **Filling In Removing and Drainage.** The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or clay shall be excavated or removed from any property for commercial purposes. Each owner shall refrain from interference with the established drainage pattern over his lot from adjoining or other lots, and make adequate provisions for proper drainage from any such lot in the event the established drainage over his lot is changed or altered. For the purpose hereof, "established drainage" is defined as a drainage which will occur at the time the overall grading of the properties, including the landscaping of each lot, is completed.
14. **Subdivision of Lots.** No lot shall at any time be divided in any manner or its boundary lines changed or altered. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots in one (1) larger lot and after combination only the exterior boundary lines of the

resulting larger lot shall be considered in the interpretation of these covenants. However, unless the lots are combined or replatted by Developer, the combination of lots shall in no way limit the amount of annual dues payable per lot as required by the Developer or any homeowners association. However, the Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot or lots suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights-of-ways, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots.

15. **Utility and Drainage Easements.** There are hereby reserved for the purpose of drainage and installing and maintaining utility facilities and for such other purposes incidental to the development of the property the easements as shown on the above-described plat. In addition, a perpetual easement is reserved by Developer, its successors and assigns, in, on and over fifteen (15) feet along each side line (7.5 feet on each side) of each lot and over the front and rear ten (10) feet of each lot for utility installations, utility rights-of-way, drainage, and maintenance thereof. All claims for damages, if any, arising out of the construction, maintenance, and repair or on account of temporary or other inconvenience caused thereby against Developer, or any utility company or any of its agents or servants are hereby waived by the owners. The Developer does further reserve the right to change, lay out anew, or discontinue any street, avenue, or way shown on the plat of development not necessary for ingress or egress to and from an owner's premises.
16. **Water Supply.** No individual water supply system shall be permitted except solely for irrigation purposes, swimming pools, or for other non-domestic use.
17. **Swimming Pools.** Swimming pools shall not be nearer than ten (10) feet to any property line and shall not project with their coping more than two (2) feet above the established grade.
18. **Signs.** No signs or other advertising shall be displayed on any lot unless the size, form and number of same are first approved by the Architectural Review Board. However, one "For Sale" sign of not more than eight (8) square feet advertising any lot, improved or unimproved, for sale shall be permitted.
19. **Ingress and Egress.** No lot or portion thereof shall be used for purposes of ingress or egress to adjacent or contiguous land or lands.
20. **Enforcement.** In the event of a violation or breach of any of the restrictions, conditions and limitations contained herein by any lot owner, or agent of such owner, the owners of lots in the neighborhood or subdivisions, or any of them jointly or severally, or the Developer, Laurel Hill Homeowners Association, or the Architectural Review Board 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. Said parties shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent their violation. In addition, the Developer or the Architectural Review Board shall have the right, whenever there shall have been built on any lot in the subdivisions any structure which is in violation of these restrictions or which has not been approved by the Architectural Review Board, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover cost and reasonable attorney fees as part of such action. Any such entry, abatement and/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 this right to do so and shall not bar or affect its enforcement.

21. **Amendment.** So long as Developer owns ten (10%) percent of the residential lots subject to this declaration, eight initially or by addition, Developer may, in its sole discretion amend this declaration as long as such amendment is not in derogation of the interests of any mortgagee of a lot. Any such amendment shall be rights and interests appurtenant to and which run with the land at law.
22. **Federal Lending Requirements and Rules and Regulations of State and County.** These restrictions may be altered or changed by the Developer, if required by any federal, state, county or municipal law or regulation which may, or hereafter create any conflict herewith, the effect of which would hinder or hamper the rights of owners within the communities, the marketability of commercial paper, including notes, mortgages or deeds to secure debt taken in connection with the financing of homes to be built upon the above-described property, or the acceptance of any right-of-ways or easements by any such federal, state, or county or municipal authorities.
23. **Severability.** The invalidation by any court of any restriction, covenant, or condition contained herein, or any part thereof, shall in no way affect any of the other restrictions, conditions or covenants, or the remaining portion of any of same which may in part be invalid, but they shall remain in full force and effect.
24. **Successors.** This Declaration and the restrictions, covenants and conditions contained therein shall be binding upon and for the benefit of the heirs, successors and assigns of Developer and all persons or entitles claiming thereunder.
25. **Assignment of Obligations.** The Developer shall have the right to grant and convey all of its rights and obligations acquired hereunder, including the right to enforce these covenants, conditions, reservations and restrictions to any duly formed homeowners association at such time as in the sole judgment of said Developer said association is ready to undertake

the obligation of enforcing them. Upon such conveyance and grant, the said association shall have and shall succeed to all rights and duties with the same powers as if the association had been named as Developer herein.

26. **Lien Creditors.** The breach of any of the foregoing covenants, conditions, reservations, or restrictions, or any re-entry of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such subdivision and any improvements thereon, but the same shall be binding upon and effected against any such mortgagee or trustee or owner thereof, who title thereto or whose grantor's title is or was acquired by foreclosure, trustee sale, or otherwise.
27. **Duration.** All covenants, conditions, reservations and restrictions provided for herein shall continue and remain in full force and effect at all times as against the owner of any lot in such subdivision, regardless of how he acquired title, until the commencement of the calendar year 2010, on which date these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on said premises or any owner thereof; provided, however, that these covenants, conditions, reservations, and restrictions shall automatically be extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period, the owners of a two-thirds majority of the then existing lots in the subdivision shall by written instrument duly recorded declare a termination of same. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all reservations for breach of same committed or suffered prior to such expiration shall be absolute. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then and in that event, such term shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of South Carolina.

IN WITNESS HEREOF, The Genoa Group Partnership has caused these present to be executed in its name by its general partners this 20th day of July, 1990.

IN THE PRESENCE OF:
PARTNERSHIP

THE GENOA GROUP

/S/ James F. Walsh, Jr.

/S/ Harris B. Davis

Managing Partner

/S/ Susan C. Gleaton

/S/ Marion F. Moore

Managing Partner

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

PERSONALLY appeared before me Susan C. Gleaton and made oath that she saw The Genoa Group Partnership by its managing partners sign, seal and as their act and deed, deliver the within written Declaration and that she with James F. Walsh, Jr., witnessed the execution thereof

/S/ Susan C. Gleaton

SWORN to before me this 20th day of June, 1990.

/S/ James F. Walsh (L.S.)

Notary Public for S.C.
My Commission Expires: 4-20-91