

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
DUGAN-POPPY INC. FOR THREE RUN CREEK

THIS DECLARATION, executed this 24th day of August, 1988 by
DUGAN-POPPY INC., a South Carolina Corporation, hereinafter called "Company."

WITNESSETH:

WHEREAS, the Company, as the Owner of the real property (hereinafter referred to as the "Property") located approximately 7 miles southeast of the City of Aiken, in the County of Aiken, State of South Carolina, which is more particularly described as follows:

130 acres subdivided into fifty-nine (59) lots numbered 1 through 59, as is shown on a subdivision plat of Three Run Creek, Section 1 as prepared by Ayer Corp Engineers-Surveyors, dated 8-9-1988; that said plat has been approved and has been recorded in the office of the REC for Aiken County, South Carolina in Plat Book 21 at page 86-98 and

WHEREAS, the Company is desirous of creating a residential community which is aesthetically pleasing and functionally convenient, and

WHEREAS, the Company desires to retain control over the objective standards relating to design, size, and location of dwellings and other structures in an effort to take full advantage of the characteristics of the individual lots located upon the property hereinabove described and in an effort to have the housing located in said community complimentary to the area as a whole; and

WHEREAS, the Company desires to provide for the preservation of values; and to this end, Company does hereby subject the Property described together with such additions as may hereafter be made, to the covenants, restrictions, easements, affirmative obligations, charges and liens, hereinafter set forth, hereinafter referred to as the "Covenants" or the "Declaration," all of which is hereby declared to be for the benefit of said Property and each and every owner of any and all parts thereof; and

WHEREAS, this Declaration will be referred to as the "Three Run Creek Covenants of 1988," and will be recorded in the Office of the Register of Means Conveyances for Aiken County, South Carolina and may be incorporated by reference in deeds to property issued by the Company, by reference to the Book and Page of recording in the realty records in said office.

NOW THEREFORE, the Company declares that the real property described and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens hereinafter set forth. These Covenants, the benefits of these Covenants, and the affirmative and negative burdens of these Covenants, shall touch and concern and run with the land herein referred to as the "Property." The Company reserves the right to add additional Covenants in respect to the property owned by the Company at the time of the adoption of the additional Covenants but not to property previously conveyed to others. All rights and easements reserved by the Company under these Covenants shall also be reserved to the assignees and successors in interest of the Company.

550 261
VOL 577 PAGE 251

PART ONE
GENERAL REFERENCES

ARTICLE I
DEFINITIONS

Section 1. The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Approval by the Company" shall mean written approval issued by the Company, signed by its appropriate officers.

(b) "Approval by the Architectural Review Board or Company" shall mean and refer to any approval required under these Covenants to be made by the Architectural Review Board or Company and which shall be sought and received or denied pursuant to the provisions of these Covenants.

(c) "Architectural Review Board" or "Review Board" and Company shall be one and the same.

(d) "Register of Meane Conveyances" shall mean and refer to the Register of Meane Conveyances for Aiken County, South Carolina, and the successors of that office.

(e) "Covenants" or "Declaration" shall mean and refer to the "Three Run Creek Covenants of 1988" for Three Run Creek, including all covenants, conditions, restrictions and obligations set forth in this Declaration.

(f) "Dwelling Unit" or "Apartment" shall mean and refer to any improved property intended for use as a single-family dwelling.

(g) "Intended for Use" shall mean the use intended for various parcels within the Property as shown on the Plat of Three Run Creek prepared by the Company as the same may be revised from time to time by the Company, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Company has conveyed the Property.

(h) "Offensive or Noxious" activity or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior or activity which is inconsistent with both the reasonable pleasurable use of the Property area by substantial number of the residents and overnight guests and their reasonable expectations of permanent habitation, vacationing, studying, meeting, working, recreating, or enjoying sports, music, food, natural surroundings, and entertainment, free of excessively noisy behavior grossly disrespecting the rights of others, flashing or excessively bright lights, racing vehicles, offensive displays of public sexuality, significantly loud radio, hi-fi, electronic music distractions, or other similar unreasonable behavior curtailing the reasonable pleasure and use of the facilities within the Property.

(i) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Register of Meane Conveyances, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, or Dwelling Unit situated upon the Property, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgage or holder of a security deed, its successors or assigns, unless and until such mortgage or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Register of Meane Conveyances, a long-term contract of sale covering any lot or parcel of land within the Property, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where

NOT OFFICIAL

551 262
VOL 57 PAGE 232

the purchaser is required to make payments for the property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(j) "Company" shall mean DUGAN-POPPY INC., a South Carolina corporation, and its successors and assigns.

(k) The "Property" and "Three Run Creek" shall mean and refer to the Property described and any additions.

(l) "Residential Lot" or "Lot" shall mean and refer to any unimproved parcel of land located within the Property which is intended for use as a site for a single-family detached dwelling, as shown upon any recorded final subdivision map of any part of the Property. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(m) "Use or Used for Residential Purposes" shall mean to be used as one's residence or normal and customary place of abode, and shall not include any use for business purposes. All individual lots which are platted and recorded shall be deemed to be Residential Lots to be used for Residential Purposes.

ARTICLE II PROPERTY AND ADDITIONS THERETO

Section I. Property. The real property (Property) which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants is described as follows:

All that tract or parcel of land, situated, lying and being in Three Run Creek, located approximately 7 miles southeast of the City of Aiken, in the County of Aiken, State of South Carolina, which is more particularly described as follows:

130 acres subdivided into fifty-nine (59) lots numbered 1 through 59, as is shown on a subdivision plat of Three Run Creek, as prepared by Ayer Corp Engineers-Surveyors, dated _____, 1988; that said plat has been approved and has been recorded in the office of the RMC for Aiken County, South Carolina in Plat Book _____ at page _____.

The Company intends to develop the Property as a residential community. The Company reserves the right to review and modify the plat and use of the Property at its sole option from time to time based upon its continuing research and design program.

PART TWO COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO DEVELOPMENT OF THREE RUN CREEK

ARTICLE I GENERAL COVENANTS

Section I. Purpose. The primary purpose of these Covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing. The establishment of extensive objective standards relating to design, siting and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental

values. For this reason, such standards are not established hereby, but may be suggested by the Company in discussions with and in materials submitted to Owners. These standards and this Declaration are consistent with and serve to complement the Zoning Ordinances of Aiken County, South Carolina. To implement these Covenants, the Company shall, through the Review Board as defined in Section 3 of this ARTICLE I, establish and amend from time to time objective standards and guidelines which shall be in addition to and more restrictive than said governmental standards.

Section 2. Residential Use. All Lots or parcels of land in areas of the Property designated as residential areas either by reference on a plat, deed or other document or by zoning designation shall be used for residential purposes exclusively. No structure or structures shall be erected, altered, placed or permitted to remain on any residential parcel other than as provided in these Covenants and restrictions, or except as provided for in each deed of conveyance. Moreover, the deed transferring a parcel to be used for residential purposes may, in the sole discretion of the Company, among other things, expressly determine and limit the number or density of residential lots. It may also impose height restrictions and/or minimum parking requirements applicable to that specific parcel as well as other similar specific development constraints.

"Residential," referring to a mode of occupancy, is used in contradistinction to "business" or "commerce" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant land as well as to buildings constructed thereon. No Lot or Dwelling Unit restricted to "residential" purposes may be used as a means of service to business establishments on adjacent Lots, including but not limited to supplementary facilities or an intentional passageway or entrance into a business. Use for single household residential purposes shall mean and refer to use as a place of long-term dwelling or residence, and shall also include use for seasonal lodging. The restriction to use for "residential" purposes is subject to the following qualifications:

(a) Unless further restricted in the deed or other document, the use of a portion of a Dwelling Unit as an office shall be considered as a residential use if such use does not create a significant increase in customer or client traffic to and from the Dwelling Unit, if no sign, symbol, logo or nameplate identifying a business or professional office is affixed to or about the grounds or the entrance to the Dwelling Unit, if the office is only incidentally used for business or professional purposes, and if the Company, after responding to a complaint by a neighboring Property Owner, has not expressly requested that the subject Dwelling Unit not be used in whole or in part as an office.

(b) The use of a Dwelling Unit as a model or for sales or operational purposes shall be limited to those granted written temporary permission for such use by the Company in its sole discretion, and may be deemed a use for residential purposes for a maximum period of forty-eight (48) months after the building is newly constructed and is ready for occupancy, and use of said Dwelling Unit as a model or for sales or operational purposes after said forty-eight-month period shall be prohibited.

Section 3. Architectural and Design Review.

(a) **Purpose:** In order to preserve the natural beauty of Three Run Creek and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, no building, fence, wall, sign, swimming pool, tennis court, roof, exterior or other structure shall be erected, placed, added to, or altered until the proposed building plans, specifications (including height, color and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan and construction schedule shall have been submitted and approved in writing as hereinafter provided.

(b) **Objectives:** Architectural and Design review shall be directed towards attaining the following objectives for Three Run Creek:

- (1) preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural

NOT OFFICIAL

land forms;

(2) ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Residential Lots and Dwelling Units and with surrounding Residential Lots, Dwelling Units and structures and does not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

(3) ensuring that the architectural design and structures and their materials and colors are visually harmonious with Three Run Creek's overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetations, and with development plans officially approved by the Company, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located;

(4) ensuring the plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots, and blend harmoniously with the natural landscape;

(5) ensuring that any development, structure, building or landscaping complies with the provisions of these Covenants;

(6) promoting building design and construction techniques that respond to energy consumption and environmental quality consideration such as heat loss, air emissions and run-off water quality.

(c) Review of Approval of Plans for Additions, Alterations or Changes to Structures and Landscaping: No building, wall, fence, sign, swimming pool, tennis court, roof, color and composition of roof, siding and other exterior materials and finishes, exterior light or other structure or improvement of any kind shall be commenced or erected upon any Residential Lot, or upon the exterior of any Dwelling Unit, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or change therein be made until the proposed building plans, specifications (including height, color and composition of roof, siding for other exterior materials and finish), plot plan (showing the location of such building or structure, drives and parking area), landscape plan, and construction schedule shall have been submitted to and approved by the Review Board. The Review Board shall have the right to bring an action of equity enjoining construction which shall not have been approved and shall have the right to seek a mandatory injunction requiring the removal of construction of improvements which shall not have been approved. The Review Board shall have the right in its sole discretion to amend these restrictions.

(d) Submission, Approval and Refusal of Architecture, Siting, Landscaping and Other Building Plans: Two (2) copies of all plans and related data shall be furnished the Review Board. One (1) copy shall be retained in the records of the Review Board. The other copy shall be returned to the Property Owner marked "approved" or "disapproved." Approvals shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval unless a different expiration time is specifically stated in the approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Review Board of written request for approval that approval has been denied. The Review Board, during the course of its review of a proposed structure, has the right to review any other factors or considerations which the Board decides are relevant to each specific case and may require compliance to standards in excess of the minimum standards outlined by these covenants or allow exceptions to minimums. Refusal of approval of plans, location or specification may be based by Review Board upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations so long as such ground is not arbitrary and capricious.

(e) Approval Not a Guarantee or Representation of Proper Design or Good

Workmanship: No approval of plans, location or specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. Neither the Company nor the Review Board shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants nor for any defects in construction pursuant to such plans and specifications. The owner shall have sole responsibility for compliance with approved plans and does hereby, by acceptance of title to property subject to these Covenants, agree to hold the Review Board and the Company harmless for any failure thereof caused by the Owner's architect or builder. The Company reserves the right to prohibit the Owner's builder and/or general contractor from going to or upon the site in the event it is determined that failure to comply with approved plans is intentional or due to gross negligence under the above mentioned circumstances. The Owner hereby agrees that the exercise of these rights shall not constitute a denial of Owner's property rights and shall not give rise to a cause of action for damages by the Owner.

Section 4. Siting. To assure that buildings and other structures will be located so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees, structures previously built or approved pursuant to this ARTICLE for adjacent parcels of land, and other aesthetic and environmental considerations, the Company reserves unto itself, its successors and assigns, the right to control and to decide solely (so long as (a) its decisions are not arbitrary and capricious, and (b) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any building or structures on any property in Three Run Creek, including the right to prescribe setbacks as it deems appropriate.

The locations shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase and approved by the Company, and such location complies with the Aiken County Subdivision Regulations and Zoning Ordinances, the Company shall automatically approve such location for a residence or group of residential units.

Section 5. Parking. Each owner subject to these Covenants shall provide space off of streets or community roads for the parking of at least two (2) automobiles for each Dwelling Unit prior to the occupancy of any building or structure constructed on said Property in accordance with reasonable standards established by the Review Board.

Section 6. Completion of Construction. The exterior of all dwellings and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Owner shall require the contractor to maintain the Residential Lot or building site in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction materials from the Lot. Any damage to roads, bike paths, or property owned by others caused by the Owner's contractor or other parties providing labor or services to the Owner shall be repaired by the Owner or by the Company at Owner's expense. Landscaping plans for all Dwelling Units and other structures must be completely implemented within ninety (90) days of occupancy or issuance of a Certificate of Occupancy by the appropriate authority, whichever date shall first occur.

Section 7. Service Yards. Each owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air-conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties.

Plans for such visually screened area delineating the size, design, texture, appearance and location must be approved by the Review Board prior to construction. Garbage receptacles and household fuel tanks may be located outside of such screened areas only if located underground.

Section 8. Automotive Fuel Tanks. No automotive fuel tanks of any type whatsoever shall be permitted on Lots or other residential parcels or tracts. Moreover, no automotive fuel tanks shall be permitted on any other portions of the Property without the written consent of the Company. The granting of such consent by the Company shall not render the Company liable for any loss or injury caused by the existence of such tank in such location.

Section 9. Signs. No signs or ornaments shall be erected or maintained on the Property by anyone including, but not limited to, the Owner, a realtor, a contractor or subcontractor, or except with the written permission of the Review Board or except as may be required by legal proceedings. If such permission is granted the Review Board reserves the right to restrict size, color and content of such signs.

Section 10. Other Buildings and Vehicles. No mobile home, trailer, tent, barn or other similar out-building, vehicle, or structure shall be placed on any Residential Lot at any time, either temporarily or permanently, without prior approval from the Review Board and such approval shall normally be limited to temporary use of such structures reasonably essential to economical orderly and efficient construction during the construction process only. No home trailers or residence trailer may be permitted on the Lot, Tract or Parcel and no boats, boat trailers, campers, privately owned golf carts, motorcycles, motorbikes, recreational vehicles, trucks, or utility trailers may be maintained on the Property, without prior written approval of the Review Board. The term "truck" as used herein is intended to refer to those vehicles of various sizes and designs for transporting goods, moving heavy articles or hauling quantities of cargo and which are used in a trade or business in which the truck is used because of its commercial capabilities and not merely as a means of transportation, or which displays identification on the exterior of the vehicle to a commercial enterprise. This is not intended to include such dual-purpose vehicles as station wagons, jeeps, "scouts" or "wagoner" type vehicles and sports trucks and trucks of one-half (1/2) ton or less that do not have exposed signage or logo other than discreet identification approved by the Review Board and do not have exposed equipment or supplies, or similar, attractive vehicles driven and maintained primarily as a means of transportation.

Section 11. Unsightly Conditions. It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on their property either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. No garbage or domestic trash shall be disposed of by burning or burying on any Lot. No junked or abandoned vehicles shall be allowed or permitted to be on any lot and any vehicle not bearing a current and valid license plate or tag shall be considered abandoned. Exceptions to this section shall be submitted in writing to the Review Board. Each request will stand on its own merit.

Section 12. Lights. The design and location all exterior lighting fixtures shall be subject to the approval of the Review Board. Neither these nor any other illumination devices including but not limited to Christmas ornaments, located anywhere on the structures or grounds or any Residential Lot or Dwelling Unit or other residential structure within the Property shall be located, directed, or of such intensity to effect adversely the night time environment of any adjacent property.

Section 13. Animals. No poultry, swine, cows, goats, mules or other farm animals or fowls or fishbait farms shall be maintained on any Lot without the written consent of the Review Board; except, however, one (1) cow or horse per acre and ten (10) chickens total may be maintained for domestic or personal and hobby use. Each request will stand on its own merit.

The Pedestrian and Bridle Path Trail which has been established along the utility easement is intended for the exclusive use of the property owners, their dependents and invited guests only. All others shall be considered trespassers and will be dealt with under county and state ordinances. No motor-powered vehicles shall be allowed on these trails, except for necessary maintenance. Dogs and other pets must be kept controlled and not permitted to interfere with the pedestrian traffic and horseback riding on the Pedestrian and Bridle Path Trail.

Each person who keeps a pet within the confines of their Property, Lot or Dwelling Unit shall abide by the following restrictions, conditions, and affirmative obligations:

- (a) The Owner of such pet or pets, horse(s), cow(s) or chicken(s), shall exercise best efforts to not allow the animals to excrete upon the Property owned

550 267
VOL 571 PAGE 239

by others or the Company.

(b) The Owner of an animal will not allow it to roam unattended on the Property, it being the responsibility of each animal owner to either leash, restrain, fence or retain voice control while the animal is out of doors.

(c) The Owner shall muzzle any animal which consistently barks or makes any noise which might be reasonably expected to disturb other Owners.

The breach of any of these restrictions, conditions, any obligations and duties shall be a noxious and offensive activity constituting a nuisance.

Section 14. Water and Sewage. No Lot Owner shall construct any obstruction in the natural drainage easements or streams as shown on the plat. No Lot Owner with access to streams may pollute in any way the streams; whether it be chemical, thermal, etc. Each Owner will bear full responsibility and liability for their actions.

All sewerage deposit shall be septic tank meeting the approval of the State Board of Health. No sewage shall be emptied or discharged into any creek, marsh, lake, river or other body of water at any time.

Section 15. Repairs and Hazards. Any building or other improvement on the Property that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

No part or parts of any land within Three Run Creek shall be used by any Owner in such manner which would increase the hazard of fire on any other part or parts of Three Run Creek or any adjoining property.

Section 16. Offensive Activity. No noxious or offensive activity, as herein defined, shall be carried on upon any Residential Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community.

Section 17. Certain Easements. The Company reserves unto itself, its heirs, successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground of the Property to erect, maintain, and use electric, cable television, and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such Property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such Property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these Covenants by the Company; or (b) such portion of the Property as may be designated as the site for a building on a plat plan for the erection of a building which has been filed with the Review Board and which has been approved in writing by said Review Board.

Any and all electric supply lines and services shall be underground, with the exception of those already in place at the date of this recording.

The Company further reserves unto itself, its successors, and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect maintain and use poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, C.A.T.V., security cable equipment, telephone equipment, gas, sewer, water or other private or public convenience or utilities, on, in or over the rear and sides ten (10) feet of each lot, and such other areas as are shown on the applicable plats. Moreover, the Company may cut, at its own expense, drainways for surface water wherever and whenever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance and an easement for such purpose ten (10) feet in width along each side and rear lot line and twenty (20) feet along each front lot line and such other areas as are shown on the applicable plats, is reserved unto the Company.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary

NOT OFFICIAL

and appearance and an easement for such purpose ten (10) feet in width along each side and rear lot line and ten (10) feet along each front lot line and such other areas as are shown on the applicable plots, is reserved unto the Company.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

In addition, the Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right on, over and under the Property to dispense pesticides and take other action which in the opinion of the Company is necessary or desirable to control insects and vermin, to cut fire breaks and other activities which in the opinion of the Company are necessary or desirable to control fires on the Property, or any improvements thereon. It is understood that the Aiken Electric Cooperative Utility Easement and the SCE&G Easement and the Pedestrian and Bicycle Path Trail is the responsibility of the Owner for that portion that is over their property; to be kept mowed and free from hazards and debris.

Section 18. Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure or property within Three Run Creek, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Dwelling Unit, Residential Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

(a) The provisions of this Section shall not prohibit the Company from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within Three Run Creek; and

(b) Should cable television services be unavailable and good television reception not be otherwise available, an Owner may make written application to the Review Board for permission to install a television antenna, and such permission shall not be unreasonably withheld.

Section 19. Sound Devices. No exterior speaker, horn, whistle, bell, or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon lands within Three Run Creek. The playing of loud music within a Dwelling Unit or other structure or from the balcony thereof shall be noxious and offensive behavior constituting a nuisance.

Section 20. Laundry. In order to preserve the aesthetic features of the architecture and landscaping, each Owner, his or her family, his or her guests, or his or her tenants, shall not hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, nor hang laundry in full public view to dry, such as on balcony and terrace railings. This provision may, however, be temporarily waived by the Company during periods of severe energy shortages or other conditions where enforcement of this Section would create a hardship.

Section 21. Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic value and economic value of all individual properties within the Property, each Owner and the Company (with respect to improved property owned by the Company) shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any building structure, improvement or significant vegetation which shall be damaged or destroyed by Act of God, fire, or other casualty other than war. Variations and waivers of this provision may be made only upon the Review Board establishing that the overall purpose of these Covenants will be best effected by allowing such a variation. Variations to this Section are to be strictly construed and the allowance of a variance by the Company shall not be deemed to be a waiver of the binding effect of this Section on all other Owners.

Section 22. Trespass. Whenever the Company is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass. As a matter of courtesy, every reasonable effort will be made to notify the Owner prior to performing the required work.

as a building site including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads and Lots.

The provisions of this Section shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these Covenants. Consolidation of Lots, as described above, must be approved by the Company, said approval to be granted in the Company's sole discretion upon such terms and conditions as may be established for the Company from time to time, including specific provisions for the payment of assessments.

Section 24. Bridges. The Company expressly reserves to itself, its successors and assigns, any other provisions in this Declaration notwithstanding, the right to build bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks, bike paths, or lakes in Three Run Creek. Nothing in this Section shall be construed as placing an affirmative obligation on the Company to provide or construct any such improvement.

Section 25. Building Height. No structure shall be constructed which has a height exceeding three (3) stories or forty (40) feet above the natural grade of the building site or such lesser height as may be mandated by the local governmental regulations applicable to the Property.

Section 26. Minimum Square Footage. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. The minimum required square footage shall be 1000 square feet of enclosed dwelling area for detached dwellings unless other minimum required square footage is specified in the Contract of Sale and expressly stipulated in the Deed from the Company or its successor or assign. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed heated and cooled area within a dwelling. It shall not include garages, terraces, decks, open porches, screen porches, shed-type porches or the like; provided, however, that enclosed porches such as sun porches which are heated and cooled and which have a roof line that forms an integral part of the roof line of the main dwelling, shall be included in the term "enclosed dwelling area."

Section 27. Minimum Setbacks. Each structure must also comply with the following minimum setback requirements:

(a) Front setback as measured from the front property line shall be one hundred (100) feet for all structures.

(b) Rear setback as measured from the rear property line shall be forty (40) feet for all structures.

(c) Side setback as measured from the side property line shall be forty (40) feet for all structures.

Pre-existing structures are exempt from the requirements of this Section.

Section 28. Repurchases. When any Residential Lot or Dwelling Unit within Three Run Creek is offered for sale to an unrelated third party by an Owner or successors-in-title to the Owner, the Company shall have the option to purchase such property at the price and on the terms of any bona fide offer for such property made in writing to the Owner at such time and submitted to the Company for verification. The Company shall have fifteen (15) days after presentation of such offer to the Company to exercise this purchase option. If the Company declines to exercise this option, it shall execute a Waiver of Repurchase Option, said Waiver to be an instrument prepared by the Company, its successors or assigns, which shall also be executed by the Owner and prospective purchaser and be in recordable form.

Should, however, such sale to an unrelated third party not be consummated within six (6) months of the date of the offer transmitted to the Company, the terms and limitations of this Section shall again be imposed upon any sale by the Owner.

If the Company shall elect to purchase such property, the transaction shall be consummated within thirty (30) days following delivery of notice by Company of its decision to purchase.

Section 29. Ingress and Egress: Roadways. The Owner, in accepting title to property

conveyed subject to the covenants and restrictions of this Declaration, waives all rights of uncontrolled and unlimited egress and ingress to such property (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Owners and successors-in-title) and agrees that such ingress and egress to its property may be limited to roads built by the Company.

ARTICLE II ENVIRONMENTAL CONTROLS

Section 1. Topography and Vegetation. Topographic and vegetation characteristics of a Residential Lot shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Review Board. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of this Declaration.

Section 2. Tree Removal. No trees, bushes, or underbrush of any kind (four (4) inches or more in diameter at a point four (4) feet above ground level) may be removed without the written approval of the Review Board. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or other approved structures or within ten (10) feet of the approved site for such building or structures will be granted unless such removal will substantially decrease the beauty of the affected portion of the Property. The Company or Review Board reserves the right to have specimen trees preserved and that site planning provide for their retention.

Section 3. Certain Controls. To implement effective and adequate erosion control and protect the beauty of the Property, the Company, its successors, assigns and agents shall have the right to enter upon any property before or after a building or structure have been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Provided, however, that prior to exercising its right to enter upon the property for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices, the Company shall give the Owner the opportunity to take any corrective action required by giving the Owner notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by such Owner. If the Owner fails to take the corrective action specified immediately, the Company may then exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Company, their successors or assigns, on an improved property, shall be paid by the Owner thereof.

To implement effective insect, reptile and woods fire control, the Company, its successors, assigns, and agents have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented. In any case which in the opinion of the Company detracts from the overall beauty, setting and safety of Three Run Creek, the Company, its successors, assigns, and agents shall have the aforementioned rights of entry for the purpose of digging, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, removing trash, draining standing water or dispensing pesticides.

The cost of this vegetation, brush and drainage control shall be kept as low as reasonably possible and shall be paid by the respective Owner. Such entry shall not be made until thirty (30) days after such Owner has been notified in writing of the need of such work and unless such Owner fails to perform the work within said thirty (30) day period.

The provisions of this Section shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any property, to provide garbage or trash removal services, to perform any grading or landscaping work, construct or maintain erosion prevention devices or storm drainage improvements, or to provide water pollution control on any privately owned property.

Entrance upon property pursuant to the provisions of this Section shall not be deemed a trespass.

The rights reserved unto the Company in this Section shall not be unreasonably employed and shall be used only where necessary to effect the stated intent and purposes of this Declaration.

Section 4. Environmental Hazards. To secure the natural beauty of Three Run Creek, the Company, its successors or assigns may promulgate and amend from time to time rules and regulations which shall govern activities which may, in its judgment, be environmentally hazardous, such as the application of fertilizers and pesticides and other chemicals. Failure of any Owner or tenant of property in Three Run Creek to comply with the requirements of such rules and regulations shall constitute a breach of these Covenants.

The Company hereby reserves unto itself, its successors, assigns, and agents a perpetual, alienable and releasable easement and right on, over and under all property in Three Run Creek for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations and covenants. The cost of such action by the Company shall be paid by the respective Owner(s) of the property upon which the work is performed.

Section 5. Further Siting Authority. To prevent excessive "run-off" or drainage resulting from any improvements to residential Lots or other tracts, the Company hereby reserves to itself, its heirs and assigns, the right to establish a maximum percentage of property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage the Company shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this nor any other right reserved herein by the Company shall be construed, however, to be an obligation of the Company to take any action.

Section 6. Standard of Reasonableness. The rights reserved unto the Company in this ARTICLE II shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of this Declaration.

ARTICLE III SPECIAL RESTRICTIONS

Section 1. Wildlife Refuge. The Three Run Creek Subdivision Section I, as well as the adjoining 4.12 acres of future development of Three Run Creek shall be considered a wildlife refuge. There shall be no animal hunting within the perimeter of Three Run Creek and every effort will be made to protect the natural environment and wildlife. Further, no firearms may be discharged within the boundaries of Three Run Creek.

It is the further intent and purpose of these restrictions and covenants to protect the streams and wetlands, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wetlands, wildlife, game and migratory birds, enhance the value of existing and neighboring residential areas adjacent to such forests, wildlife preserves, natural reservations or sanctuaries.

PART THREE GENERAL PROVISIONS

ARTICLE I DURATION

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Company or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period.

NOT OFFICIAL

**ARTICLE II
AMENDMENTS**

Section 1. Limited Right of Amendment by Company. The company reserves in each instance the right to add additional restrictive covenants to Part Two hereof in respect to lots conveyed in the future in Three Run Creek, or to limit therein the application of Part Two of these Covenants, provided that no limitations shall be made applicable to a portion of the lots in the platted subdivision, with any limitations to this Declaration of Covenants to be applicable only as to those lots which have not been previously conveyed subject to this prior Declaration of Covenants.

Section 2. These restrictive covenants and conditions are imposed for the benefit of the Dugan-Poppy Inc., its Successors and Assigns, and the right to amend or repeal these restrictions is reserved to Dugan-Poppy Inc., its Successors and Assigns and may be exercised without the consent of any other party.

**ARTICLE III
NOTICES**

Section 1. How Notice is Given. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as the Owner in the public records of Aiken County, South Carolina, on the first day of the calendar month in which said notice is mailed.

Section 2. Notice to Co-Owners. Notice to one (1) of two (2) or more co-owners of a Residential Lot or Dwelling Unit shall constitute notice to all co-owners.

Section 3. Notice Where Address or Ownership is Changed. Any person who becomes an Owner following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to the predecessor-in-title.

**ARTICLE IV
ENFORCEMENT, SEVERABILITY AND INTERPRETATION**

Section 1. Who May Enforce Generally. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Owner, the Company or any other Owners, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

Section 2. Enforcement by the Company. In addition to the foregoing, the Company shall have the right, but shall not be obligated, 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. Violators shall be obligated to reimburse the Company in full for its direct and indirect costs, including but not limited to legal fees incurred by the Company in maintaining compliance with these Covenants in the event the Company prevails in such proceedings.

Section 3. Against Whom May the Covenants be Enforced. The obligations and benefits prescribed by the Covenants shall run with the Property and shall be enforceable against the Company, its successors or assigns, and against any Owner or other person whose activities bear a relation to the Property when the aforesaid parties engage in activities (including omissions and failures to act) which constitute violations or attempts to violate or circumvent the covenants and restrictions set forth in this Declaration.

Section 4. Means of Enforcement. Enforcement of these Covenants shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by these Covenants.

Section 5. Severability. Should any covenants and restrictions herein contained, or any Part, ARTICLE, Section, paragraph, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. In all cases, the provisions of this Declaration shall be given that interpretation of construction which will best tend toward the consummation of the general plan of development of the Property. The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any zoning or similar ordinance which allows a less restricted use of the Property.

Section 7. Trespass. Whenever the Company is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

**ARTICLE V
ASSIGNMENT**

IN WITNESS WHEREOF, DUGAN-POPPY INC. has caused this instrument to be executed the day and year first above written pursuant to a resolution duly and unanimously adopted by its Board of Directors.

WITNESSES:

[Signature]
Ruth Ann Martin

DUGAN-POPPY INC.

BY:

[Signature] (SEAL)
Attest: _____

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

PROBATE

NOT OFFICIAL

Personally appeared before me Ruth Ann Martin and made oath that s/he saw the within-named DUGAN-POPPY INC. by Catherine Poppy and _____, as President and Secretary, respectively, execute the foregoing Declaration of Covenants and Restrictions, and that s/he with M. K. Farmer witnessed the execution thereof.

Ruth Ann Martin

Sworn to before me this

24th day of August, 1982
[Signature] (U.S.)

My Commission Expires: 6/22/92

RECORDED 8-25-82 @ 1440 hrs
[Signature]

RECORDED 9-18-82 @ 1130 hrs
[Signature]
AIKEN COUNTY

RETURNED TO:

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

PARTIAL RELEASE OF MORTGAGE

THE UNDERSIGNED, INDEPENDENCE FARMS, INC., the owner and holder of a certain mortgage given by Performance Brokerage, Inc., recorded in Mortgage Book 1099 at page 129 in the Office of the Clerk of Court for Aiken County, South Carolina, does hereby release the within-described property from the lien of said mortgage, affecting in no way the said mortgaged premises not herein described and upon which said mortgage remains in full force and effect.

DESCRIPTION

All those certain pieces, parcels or lots of land lying, being and situate in Aiken County, South Carolina, being shown and designated as Tract 16 (5.127 acres) and Tract 17 (5.987 acres), more or less, on plat (of Aiken County Farms) for Independence Farms, Inc., recorded in Plat Book 9, page 16-A in the records for Aiken County, South Carolina, reference to which is hereby made for a more complete description of said property.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 2nd day of August, 1989.

In the presence of:

INDEPENDENCE FARMS, INC.

[Signature]
[Signature]

BY: [Signature] (SEAL)
William G. Allen, Jr. Vice President

BY: [Signature] (SEAL)
Martha Fleckenstein, Asst. Secretary

STATE OF NORTH CAROLINA)
)
COUNTY OF HECKLENBURG)

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-named Independence Farms, Inc., by its officer(s) or partner(s) sign, seal and as its act and deed, deliver the within-written Partial Release of Mortgage, and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

[Signature]

SWORN to before me this 2nd day
of August, 1989.
[Signature] (SEAL)
Notary Public

My commission expires: 4/3/93

RECORDED 8-1-89 1558
[Signature]
CLERK OF COURT
AIKEN COUNTY

PREPARED BY AND MAIL TO: PERFORMANCE BROKERAGE, INC.
1740 East Independence Boulevard
Charlotte, North Carolina 28205

VOUSSE PAGE 275 ✓

SOUTH CAROLINA

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned Jim Walter Homes, Inc. ("Assignor"), a Florida corporation, does grant, bargain, sell, assign, transfer and set over unto Mid-State Homes, Inc. ("Assignee"), a Florida corporation at 1500 North Dale Mabry, Tampa, Florida 33607, its successors and assigns, that certain mortgage from

Deloris Salley

in favor of Assignor, in the amount of \$ 69,678.00, dated May 6, 19 89, together with the debt thereby secured, the notes therein described, and all of the interest of the undersigned in and to the land and property conveyed by said mortgage without recourse, which appears of record in Mortgage Book 1126, Page 117, in the public records office for Aiken County, South Carolina.

TO HAVE AND TO HOLD unto the said Mid-State Homes, Inc., its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the undersigned Jim Walter Homes, Inc. has caused these presents to be executed by causing its corporate name to be signed and its corporate seal affixed hereto by H. R. Clarkson as its Vice President and by causing S. L. Russell as its Secretary to attest the seal, both of said officers being thereunto duly authorized, all as of this 30 day of June, 1989.

WITNESSES:

JIM WALTER HOMES, INC.,

Bonnie Dwyer
Thomas R. Monte

By: H. R. Clarkson
Name: H. R. Clarkson
Title: Vice President

(Corporate Seal)

ATTEST:

By: S. L. Russell
Name: S. L. Russell
Title: Secretary

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Jim Walter Homes, Inc. by H. R. Clarkson its Vice President, sign, seal, and as its act and deed deliver the within Assignment, and that (s)he, together with the other witness whose signature appears above witnessed the execution thereof.

Bonnie Dwyer
Witness

SWORN to before me this 30th day of June, 1989.

Elisay La Perna
Notary Public Elisay La Perna

My Commission expires Notary Public State of Florida at Large My Commission Expires Sept. 30, 1991.

SEAL

THIS INSTRUMENT PREPARED BY:
Thomas E. Portsmouth
Attorney at Law
P. O. Box 31601
Tampa, FL 33631-3601

RECORDED 7-1-89 13:25
MID-STATE HOMES, INC.
P. O. Box 31601
Tampa, FL 33631-3601

NOT OFFICIAL

