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 VICKI N. MCCARTHY - REGISTER OF DEEDS  
 SUMTER COUNTY CORR. Carter

STATE OF SOUTH CAROLINA ) DECLARATION OF PROTECTIVE COVENANTS,  
 ) CONDITIONS AND RESTRICTIONS  
 COUNTY OF SUMTER ) THE ARBORS SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth The Arbors of Sumter, LLC, hereinafter referred to as "Declarant."

WITNESSETH:

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

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

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Arbors of Sumter Homeowners Association, Inc, its successors and assigns. Said Association has, or will be, incorporated as a non-profit mutual benefit corporation and operate subject to and in compliance with its By-Laws and the terms of these covenants, and as they may be amended.

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

Section 3. "Properties" shall mean and refer to that certain real property herein described in Exhibit "A", and such additional rights, obligations and responsibilities of the Lot Owners as may hereafter be brought within the jurisdiction of the Association by the Declarant of the Board of Directors of the Homeowners Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) conveyed to the Association by the Declarant for the common use and enjoyment of the owners, as well as other responsibilities or duties imposed upon the Association by the Declarant, these Protective Covenants and/or the Board of Directors of the Homeowners Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the most recent recorded subdivision plat of the Lots and properties to be used for a residence, with the exception of any Common Area.

Section 6. "Declarant" shall mean and refer to The Arbors of Sumter Homeowners Association, Inc., its successors and assigns. .

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

## ARTICLE II PROPERTY RIGHTS

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

(a) Additional rights, duties and responsibilities of the Lot owners may be added or transferred to the Association by the Declarant, or the Association, but always subject to the terms and provisions of these Protective Covenants, as Amended.

(b) the right of the Association to charge reasonable assessments, admissions and other fees for the use of any property or improvements situated upon any part of the Common Area as well as may be needed to comply with these Protective Covenants and to operate the Association in accord with its By-Laws.

(c) the right of the Association to suspend the voting rights and right to use the facilities, or any common area property, by an owner for any period during which any assessment against his/her/their or its lot remains unpaid; and for any infraction of these Protective Covenants or any of the published rules and regulations of the Homeowners Association;

(d) the right of the Association to dedicate or transfer all or

any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as imposed by these Protective Covenants. No such dedication, change, or reversal of any such dedication or transfer shall be effective unless an instrument agreeing to such dedication, reversal, or transfer has been approved by at least two thirds (2/3rds) of the Lot owners and said dedication and/or reversal or change has been recorded in the public records of Sumter County.

(e) The Declarant, and/or the Association, reserves the right to withdraw property from the Association so long as all Owners within 500 ft of the withdrawn property consent, and appropriate access to the remaining portions of the Subdivision is preserved.

(f) the right of the Declarant to grant easements for ingress, egress, installation, construction, replacement, and repair of all public and private utility and service systems. These systems include, but are not limited to water, sewer, storm sewer, irrigation systems, drainage, telephone, electricity, television, security, cable or communication lines and other similar equipment, systems or services. By virtue of this easement, the Declarant and the Association, or their successors, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits deemed necessary to obtain and provide such services. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his/her/their or its property. A blanket easement throughout the Subdivision is reserved for private patrol services, and for the exercise of police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall, or will, be provided by the Declarant, or the Association. A blanket easement on, over, under and through the lots and all other properties within the Subdivision is reserved to inspect, maintain, control and correct drainage of surface water and to take other necessary or needed erosion controls. This easement shall include the right to cut any trees, bushes, shrubs or shrubbery, grade soil, change elevations, or to take any other actions deemed necessary, or desirable, by the Declarant and/or the Homeowners Association to preserve, protect and promote the health, safety, aesthetics, and general welfare and appearance of the Subdivision, as well as comply with governmental requirements.

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

## ARTICLE III

## MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is shown on any recorded subdivision plat shall be subject to assessment and shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot or property which is subject to assessment. In the event any lot owner desires to combine two (2) or more lots for the purpose of constructing and maintaining a single residence thereon, the resulting combined lot shall from that date forward be deemed one (1) lot for the purposes of these Protective Covenants and limited to one (1) vote, but assessments, as herein after defined, will still apply for each lot, even if combined with another lot or lots.

Section 2. The Association shall consist of two classes of voting membership, to wit:

Class A. Class members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned, except as set forth in Section 1 when lots are combined, as shown on the most recent recorded subdivision plat. When more than one person holds an interest in any lot, all such persons shall be members but must designate one (1) voting member whose name must be filed, in writing, with the Association Secretary at least 24 hours prior to any regular or called special meeting of the Association. The vote for such lots shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot or combination as set forth above.

Class B. The Class B member(s) shall be the Declarant, and its successors who shall be entitled to five (5) votes for each lot owned and shown on the most recent recorded subdivision plat, and in addition Declarant shall be entitled to appoint a majority of the Board of Directors of the Homeowners Association until termination of the Class B membership. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events:

(a) when the conveyance by Declarant, or its successors by recorded deed has occurred for ninety-five (95%) percent of the lots in the Subdivision, or

(b) At any time selected by the Declarant, but not later than December 31, 2028.

## ARTICLE IV

## COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, aesthetics, safety, and welfare of the residents in the Subdivision (Properties) and for the improvement and maintenance of the Common Area based upon the use being made by the said property owner. An individual assessment may be made against a particular parcel for the purpose of defraying, in whole or in part, the costs of any special services to that parcel. The Administrative costs of the Association and all other costs to carry out its duties and responsibilities imposed by these Protective Covenants and/or the Association shall also be included in the annual assessment.

Section 3. Annual Assessment. The Declarant shall be exempt from the annual assessment. Annual assessments of \$750.00 per lot shall commence upon the conveyance by deed from the Declarant to any Lot owner, except Builders and Contractors who shall be exempt only until such time as the lot, or lots, are occupied as a residential dwelling place.

(a) From and after the initial assessment as determined by the Declarant, at time of conveyance the annual assessment may be increased or decreased by the Board of Directors of the Association as needed to fund the estimated expense of the operation of the Homeowners Association. The Homeowners Association shall establish a budget and the annual assessment at least thirty (30) days prior to the beginning of the fiscal year. In the event a budget and annual

assessment is not established within thirty (30) days prior to the beginning of the fiscal year, the annual assessment for the previous year, or as initially established by the Declarant, shall continue until changed by the Board of Directors of the Association at its regular annual meeting, or at a special meeting called for this specific purpose.

(b) From and after the initial assessment, as above provided, the annual assessment shall be determined by a budget approved by the Board of Directors.

©) The Board of Directors may approve a budget and establish the annual assessment as described above without a special meeting.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of at least two thirds (2/3rds) of the votes of all members who are voting in person, or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days, nor more than 30 days, in advance of the meeting. At the first such called meeting, the presence of members entitled to cast fifty-one (51%) percent of all votes of the membership shall constitute a quorum. No business may be transacted without a quorum present.

Section 6. Uniform Rate of Assessment. Both annual and special assessments may be fixed at a uniform rate for all lots and may be collected on an annual basis as determined by the Declarant, or the Association.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for all lot or property owners, except for the Declarant and Builders and Contractors as herein defined, or any successor thereto, shall commence at the time of the conveyance of title to any lot shown on the most recent recorded subdivision plat, except that any and all property owned by the Declarant in the subdivision shall be exempt from any and all assessments of the Homeowners Association until such time as all of the lots or properties in the subdivision, have been sold, and title thereto has been deeded and transferred out of the name of Declarant. Builders and Contractors shall be exempt only until said

lots are occupied as a residence. The first annual assessment shall be pro-rated and adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be delivered or communicated to every Owner subject thereto, and/or posted on the Common Area Property. The due dates shall be established by the Declarant, or the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum. If any such sum shall not be paid when due, the Association shall have the right upon not less than fifteen (15) days notice to the lot owner, to collect such sum by suit at law and by all other legal means, and to add to such sum and collect reasonable attorney's fees, and all other costs and expenses incurred by the Association in connection with the collection therewith. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or renunciation of their rights in and to the Common Area or abandonment of his/her/its lot.

The Assessment charge provided for herein shall be subordinate to the lien of any unpaid real property taxes and any recorded mortgage on said property. Mortgagees shall have no responsibility for collecting assessments from Owners. Pursuant to the policies of United States Department of Housing and Urban Development and the Veterans Administration, or their successors, it is not intended that failure to pay any Assessment charge shall be a default under the terms of any mortgage insurance by said Agencies. The Declarant and/or the Association shall have the right to determine violations of these covenants, to assess fines and to suspend the voting rights of lots owners, and the right to use of common property for any period during which any Assessment shall remain unpaid. Fines for violation of these covenants may be collected in the same manner used for non-payment of association assessments as provided herein.

#### ARTICLE V

#### ARCHITECTURAL CONTROL

No building, outbuilding, landscaping, fence, wall, garage or other structure, or improvement of any kind or nature shall be commenced, erected or maintained upon any of the lots, nor shall any exterior addition to, or change, or alteration thereto be made until the complete plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been first submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures, topography, development scheme, and the developers design intent for the Subdivision. As a matter of guidance with the construction of each home, a brick wall around the exterior of the Subdivision will be constructed by the Declarant and the maintenance, appearance, upkeep and repair of same shall be the sole responsibility of the Homeowners Association. NO other fence structure or improvement may be constructed, located or erected on ANY lot without first obtaining written approval, in ADVANCE, of any such construction, location or erection, from the Architectural Review Committee as to type of materials, location, shape, height, harmony of external design, development scheme, and whether or not same is in accord with the developers design intent, with same to be solely determined by the Architectural Review Committee. In the event said committee fails to approve such design, materials, location, etc. within thirty (30) days after said plans and specifications have been submitted to it, then such plans, design and specifications shall be deemed disapproved. The Declarant shall have the right to assign all of the duties of the architectural review committee herein to the Homeowners Association, if and when the Declarant determines same is necessary, or desirable in its sole discretion. Any costs of review, or actions to be taken by the Architectural Review Committee shall be solely borne by the Applicant requesting such action. The Architectural Review Committee shall consist of three (3) members, all appointed by the Declarant, and each shall serve at the pleasure of the Declarant until the last lot in the Subdivision has been sold and title thereto transferred, at which time the function and membership of the Architectural Review Committee, if not previously transferred by the Declarant, shall then automatically transfer to The Arbors of Sumter Homeowners Association, Inc. As a matter of guidance, the following Architectural Guidelines are provided, but may be waived, added to or modified by the Architectural Review Committee: (a). Floor elevation to be 16" above finished grade of yard; (b). 9/12 minimum roof pitch; (c). Eight (8') foot ceilings on first floor of homes; (d). Black Architectural shingles; (e). Builder will use Hanson Old Williamsburg-queen size-96 brick with buff mortar on all



homes and fences; (f). House plans and site plans for each lot to be provided by Palance Design and/or Builder or Contractor, but must have prior Architectural Review Committee approval in writing; (g).

All mail boxes to be the same design and color with specifications to be provided by Declarant and/or Architectural Review Committee; (h). The Homeowners Association will maintain front yard grass and landscaping on each lot; (I). On perimeter lots the Builder will be required to build a six (6) ft. high, double brick fence on one (1) side of the rear or the lot designated by Palance Design on the site plan. On interior lots Builders and Owners will be additionally responsible for half of the expense of a six (6) ft. high double brick fence to the rear of the lot as well as one-half of the expense of a six (6) ft. double brick fence on the entire rear lot line, all as approved by the Architectural review committee. After construction the owners on each side of said fence on the sides and rear shall be responsible for the maintenance and upkeep thereof. In both cases, the fence will be constructed on the center of the property line between the two lots and the corner column where the adjacent property owner's wall will be tied into will have stepped out bricks on each third course of the brick.

#### GENERAL PROVISIONS

1. No structure or improvement of any kind shall be erected or placed on any lot, and no use shall be made on any lot or property subject to these restrictions until approval for same has been received in writing from the Architectural Review Committee. All lots shall be used only for a single family residence. Lots may be combined for a single family residence as approved by the Architectural Review Committee, however, each lot shall continue to be subject to lot assessments as herein provided. No mobile homes or modular homes will be permitted in the Subdivision. In addition, all lots must be landscaped with approved plans and plants, and all grassy areas must be sodded at completion of construction with grass in a manner acceptable to, and approved by, the Architectural Review Committee.

2. No lot or property referred to herein shall be subdivided or reduced in size without the written consent of the Architectural Review Committee, or the Declarant. The Architectural Review Committee is specifically authorized to modify or change lot lines and sizes, when it deems same necessary or desirable, or needed to prevent undue hardship, provided any such change or modification has

first been approved by the Sumter City/County Planning Commission, if required, and is not in violation of any state, federal or local law or ordinance.

3. The placement, design, type, color and lettering of any mailbox or delivery receptacles, and its support must be approved by the Declarant, or the Architectural Review Committee, together with uniform property identification markers.

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

5. No noxious or offensive activity shall be permitted upon any lot or property in the Subdivision, and nothing shall be had, or done, thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, pigs, goats, cows, horses, chickens, or other such animals or fowl shall be allowed, bred or kept on any lot hereby conveyed. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any such lot, which would constitute, cause or become an annoyance or nuisance to the area as a residential area, or any condition permitted on any such lot which would pollute the water of any lake, stream, pond, retention and/or detention Structure located in or near said subdivision. Any pets permitted by the Declarant, or the Homeowners Association, must be on a leash at all times when outside of the dwelling unit, except for fenced back yards, and the owner of said lot and/or the pet shall be responsible for insuring the removal of any litter or waste generated by said pet from the streets, roads, common areas or any other part of the subdivision. and insuring that such pet does not become any annoyance or nuisance to the neighborhood and to other lot owners, and at all times in compliance with City/County ordinances or laws relating to same. A failure to clean and remove said waste shall be deemed a nuisance. The Board of Directors of the Homeowners Association shall have the right to fine and/or order the removal of any pet deemed a nuisance, in its sole discretion, and such action shall be done without any compensation to the Owner of the pet. When and if such action is necessary, the Board of Directors of the Association shall give written notice to the Owner of the pet, who agrees to immediately

permanently remove said pet from the subdivision. Fines may be levied by the Homeowners Association and collected in the same manner as provided herein for assessments.

6. No tent, shack, tractor, or tractor truck, inoperative motor vehicle, or similar mechanical equipment, trailer or similar tandem wheeled vehicles, school bus, camper, boat or motor home, or temporary structure of any kind shall be erected, kept, parked, placed, or allowed to remain, at any time on any lot or property in the Subdivision. All rubbish, garbage and trash shall be kept in closed cans, or other suitable containers, approved by the City of Sumter and the Association, and out of sight from the streets and roads in said Subdivision, and located as directed by the Homeowners Association. No clothes line shall be allowed to be visible from any street. All lots, property and premises shall be kept in a neat, orderly, attractive and clean condition at all times and each lot owner who will perform all necessary landscape maintenance such as cutting grass and shrubbery/hedges, mulching, pine needles and other ground cover watering, fertilizing, spraying, pruning and other actions necessary to keep all yards maintained in a consistent, neat, attractive and orderly manner in keeping with good and accepted landscaping practices as established by the Homeowners Association, if such service is not provided by said Association. The Homeowners Association will contract the maintenance of landscaping services on the front and on all side yard areas of all improved lots and the front one-half of all vacant lots. The rear yard area of each lot shall remain the sole responsibility of the Lot owner for landscape maintenance. Climbing plants or vegetation of any kind, shall not be placed or allowed to remain on any fence or wall, building, or along a property line, unless it has been approved and is maintained by the Homeowners Association.

Each lot owner will be solely responsible for the installation of an irrigation system, approved by the Architectural Review Committee, on his/her/their/its lot with a separate tap for metering which shall be in addition to the normal water tap for residential water service to said lot.

7. An easement is reserved unto the Declarant, or its successors or assigns, over the front and rear ten (10.0') feet of each lot and five (5) along each side lot line for the purpose of utility installations, wall maintenance, rights-of-way, and for the operation and maintenance thereof for all utilities supplied to the Subdivision. A reasonable access easement is further reserved unto the Declarant and the Homeowners Association over each lot adjacent

to the Exterior brick wall to provide access to them for maintenance and repair by the employees, workers, and contractors providing such services. The undersigned Declarant further reserves the right to subject the real property described herein to a contract with Black River Electric Cooperative, Inc, or any other utility supplying utility services to The Arbors Subdivision, for the installation of underground, or above ground, electric lines, gas, cables, or any other type of data or electronic signal transmission or delivery system, and/or the installation and maintenance of street lighting, information, security and/or protection systems, any one of which, or all, may require an initial payment and/or continuing monthly payments to the said above named Utility Company and/or the utility service provider by the owners of said properties herein described, pro-rated so that each lot/property owner will be responsible for his/her/its pro-rata share of any such utility service provided.

8. A plot plan showing the position of any improvement to be constructed on any lot, or property, in the Subdivision must be presented for approval before any clearing is done of any trees or shrubbery, or the lot or property is graded or changed in any manner. In addition, a sketch plan showing the front and rear elevations and such other information deemed necessary by the Architectural Review Committee must be presented to it prior to the commencement of any such improvement or clearing.

9. All garbage pick up will be on the front of each lot, or as may be required by the City of Sumter and/or the Homeowners Association.

The Streets and roads in the Subdivision shall be dedicated to the City, County or State. No change in said dedication may be made regarding such streets and roads, or the maintenance or use thereof, without a prior vote of approval by at least three fourths (3/4ths) of all lot owners, and the approval by the authority to whom said streets and road have been previously dedicated and accepted, with said approval to be evidenced and confirmed by a properly recorded deed regarding same.

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

required consent or approval from any other lot or property owner.

11. No sale, rent, advertising signs, banners or billboards shall be erected on any lot, property, or building, or displayed in any form to the public, except as specifically approved in writing by the Declarant or Architectural Review Committee.

12. It is understood and agreed by all residential lot owners that the Declarant and/or the Association shall be responsible for the installation and maintenance of storm drains, control of surface water, and maintenance of streets until such time as said streets and/or roads and systems are dedicated, conveyed and accepted by the City of Sumter for maintenance. All responsibility for storm drains, control of surface water, retention or drainage ponds, or similar structures, shall be solely borne by The Arbors of Sumter Homeowners Association, Inc., or its successors and assigns.

**NOTICE** Residential subdivisions require erosion control features for infrastructure as well as for individual lot construction. Developers, Builders, Contractors and individual property owners must follow required plans during construction, or provide an individual plan meeting the requirements of Section R.72-307 of the Storm water Management and Sediment Reduction Act. The owner/grantee of any lot and/or tract in the subdivision by acceptance and recordation of a deed/title to said property accepts the terms and conditions of project SWP3 as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant developer and/or its successors and assigns. Further said property owner/grantee acknowledges that they will become a Co-permittee with the Owner/Operator (Declarant/developer) as well as other contractors that have become co-permittees to the general NPDES permit issued to the owner/operator of the facility (the Declarant or his, her or its successors and assigns). By acceptance and recordation of a deed to any part of the herein described property the owner/grantee acknowledges that they will be legally accountable to the SC Department of Health and Environmental Control (DHEC), or its assigns, under the authorities of the Clean Water Act (CWA) and the SC Pollution Control Act to insure the compliance with the terms and conditions of the SWP3, and further that DHEC enforcement actions may be taken against any specific Co-Permittee, or combination of Co-Permittees, if the conditions of the SWP3 are not met. Storm water best management practice provisions must be in place for each lot prior to the issuance of the dwelling building permit and prior to any soil disturbing activity associated with the preparation of a lot for dwelling construction. Silt fences must be placed along

the frontage of each lot abutting the matting along all curb frontages. The bottom three (3) inches of silt fences should be trenched in below ground level. Silt fences must be placed on each side of the lot or properly attached to existing side line silt fences. If an attachment is made to an adjoining silt fence and it is removed prior to completion of construction, it must be replaced by the lot owner. Also, each lot owner/contractor/builder is responsible for proper maintenance of silt fences. Further, silt fences must be placed on the rear of the lot if topography is such that surface drainage for that lot flows toward the rear of the lot. If surface drainage flows toward the front of the lot, a rear silt fence may not be required. A driveway with ballast rock is to be placed for construction purposes for each lot out of the curb line. The sides of the driveway must be lined with silt fences to the curb line. If a contractor/owner has several contiguous lots, silt fencing may be placed on the outer perimeter of the lots and omitted on the interior lots. This provision is to facilitate staging of materials. A designated material staging area may be designated and protected by best management practice provisions in a like manner. Also a driveway during construction may be shared for the contiguous lots as long as there are no other gaps in the silt fencing. Side line silt fencing must be added for the remaining lots if the dwelling is completed and the best management practice provisions are removed. In all cases, the lot owner/contractor is responsible for any sedimentation escaping the lot(s) and will be solely responsible for any cleanup and/or regulatory fines. Repeated violations of these requirements by contractors, builders, subcontractors, and vendors may result in revocation of access to the said subdivision by said violating party. In all cases the Owner/Contractor named in the building permit(s) will be held responsible for actions of subcontractors and/or vendors. This development falls under the provisions of the current local and State Storm Water ordinances/laws which require each lot owner/contractor to sign co-permittee agreements for storm water best management practice provisions. A copy of said permit must be onsite with all other required posted permits. Also, the Owner/Contractor of each lot is solely responsible for maintaining and complying with the best stormwater management practice provisions and having inspections made by a certified inspector and then complying with the terms and conditions on submission of the reports as required by state law and local ordinances. The owner/contractor must submit a copy of the co-permittee agreement with any application for a building construction permit.

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

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

15. Neither Declarant nor any member of the Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications submitted and approved by the Architectural Review Committee, or Declarant, nor for any structural defects in any work done according to such plans or specifications. Further, neither Declarant, nor any member of the Architectural Review Committee shall be liable in damages to anyone submitting plans or specifications for approval under these restrictions, or to any owner of any lot or property affected by this declaration by reason of mistake in judgment, negligence or nonfeasance arising out of, or in connection with the approval or disapproval, or failure to approve or disapprove of any such plans or specifications. Every person, or entity, who submits plans or specifications to the Declarant, or Architectural Review Committee, agrees by submission of such plans or specifications that he/she/they/it will not bring any action, claim, demand or suit against the Declarant, or any member of the Architectural Review Committee, for recovery of any claim, expense or damages, of any kind or nature.

16. All driveways, sidewalks and entrances to garages, or homes shall be of concrete, or a substance approved in writing by the Declarant, or Architectural Review Committee, and of uniform

quality and located where directed by the said Committee. After approval and construction there shall be NO curb cuts, or changes thereto, without prior written approval of the Architectural Review Committee. Each Lot owner/Builder/Contractor shall be responsible for the construction and pouring of a concrete sidewalk on his/her/their/its lot on the front using such materials, and constructed and located as approved by the Architectural Review Committee, in writing, and which meets the minimum requirements of The Americans with Disabilities Act. Said side walks are to be located four (4) feet behind the curb line on all street frontages when the concrete driveway is poured. The sidewalks are to be four and one-half (4 & ½) ft. in width and a uniform four (4) inches in depth and must be completed prior to the issuance of a Certificate of Occupancy by the Sumter City/County Planning Commission Building Department, or other designated agency issuing certificates of occupancy, and be constructed by each adjoining lot owner so as to create a uniform and even sidewalk throughout the Subdivision. Each said Lot owner by accepting title to their lot expressly agrees to abide by all location and construction requirements of the Architectural Review Committee regarding the construction, maintenance and upkeep of said sidewalk located on their lot. An easement and right to cross, and re-cross, each said lot limited to the sidewalk area, as constructed, is reserved to all property owners in the Subdivision.

17. No solar panels may be constructed or erected in the subdivision without the prior written approval of the Architectural Review Committee.

18. Each lot or property owner shall comply strictly with all of the covenants, conditions, restrictions, and easement set forth in this Declaration. In the event of violation or breach, or threatened violation or breach, of any of the same, the Declarant, and/or the Architectural Review Committee, or any aggrieved lot or property owner, jointly and/or severally, shall have the right to proceed in law, or equity, for the recovery of damages, or for injunctive relief, or both.

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

20. The Declarant reserves to itself and its successors and



assigns, the right to relocate, open or close streets in the subdivision, and to review, re-subdivide and change the size, shape, dimensions, and locations of lots, properties, and streets, whether or not they are shown on a recorded plat, or on a promotional display, or a lot or property layout plan, provided such changes are approved by the Sumter City/County Planning Commission.

21. The covenants and restrictions of this Declaration shall run with and bind the land and all parties acquiring any interest in same as well as their successors in title, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Until such time as the last lot, or property, in the subdivision has been sold and title is deeded out of the Declarant, or its successors, the Declarant, and/or its successors, reserve the right to amend, modify and change these protective covenants and restrictions without being required to obtain approval from any other property owner. After Declarant sells and conveys title to the last lot in said subdivision, then these protective covenants may only be amended by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners in said Subdivision, unless a higher percentage is required for action permitted by these Protective Covenants. Any amendment must be in writing and recorded in the Office of the Register of Deeds of Sumter County.

22. Once construction has been commenced on any lot, then same must be completed within 180 days, unless extended in writing by the Architectural Review Committee. It is further expressly understood that the property owner will keep his/her/its lot clean, neat, mowed and free of overgrowth, trash or debris and that if same is not put in such condition within thirty (30) days after written notice of from the Architectural Review Committee, then the developer (Declarant) and/or the Homeowners Association shall have the right to take such steps and corrective action to have said lot cleaned, mowed or cleared at the sole expense of the property owner, who consents to pay any such costs by accepting title to such property subject to these protective covenants. Failure of the property owner to reimburse developer (Declarant) and/or the Homeowners Association for such cleaning expenses shall entitle developer (Declarant) and/or the Homeowners Association to take action to obtain a judgment for same, with all costs associated therewith being taxed and assessed against the lot owner, including

reasonable attorney's fee and court costs associated with same.

23. No utility, or service provider, may install or provide its services to the Subdivision without prior written approval of the Developer (Declarant) or the Architectural Review Committee. In addition, no street, road, service drive or alley way may be blocked, closed or infringed upon, by anyone, without the prior written approval of the Developer (Declarant) or the Architectural Review Committee. Any installation or maintenance work done in the Subdivision must be accomplished in such a manner as to cause the least disruption to the property owners in the Subdivision, and any such work by any utility, or service provider, must include the restoration of the property to the condition that existed prior to the installation or maintenance performed therein. All easements set forth in Article II of these protective covenants are expressly restated and reserved to the Declarant, or its successors and assigns in title for the benefit of all property owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22nd day of April, 2008, at Sumter, South Carolina.

[Signature]  
Witness

The Arbors of Sumter, LLC

[Signature]  
Witness

By: William J. Carter, Jr.  
William J. Carter, Jr.  
(Managing Member)

Karen C. Shipman  
Witness

By: Carter Holdings, L.P. a  
SC Limited Partnership  
(Managing Member)

Vonda K. Mccain  
Witness

By: Vicki C. Goodwin  
Vicki C. Goodwin, Gen.Part.

[Signature]  
Witness

By: Dunlap Properties Limited  
Partnership  
(Managing Member)

Vonda K. Mccain  
Witness

By: Tyler B. Dunlap, Jr.  
TBD Group, LLC by Tyler B.  
Dunlap, Jr., Mgr/Gen. Part.

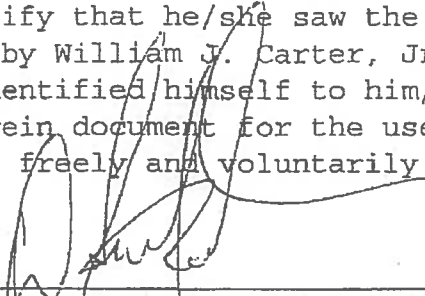
STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SUMTER

The undersigned Notary Public for the State of SOUTH CAROLINA does herewith certify that he/she saw the above named The Arbors of Sumter, LLC, by William J. Carter, Jr. Managing Member, who has properly identified himself to him/her, sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on this 22<sup>nd</sup> day of April, 2008.

(affix seal)  
(here)

  
\_\_\_\_\_  
Notary Public for SOUTH CAROLINA  
My Comm. expires: 1-9-11

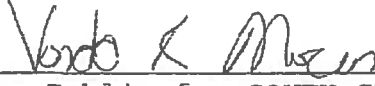
STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SUMTER

The undersigned Notary Public for the State of SOUTH CAROLINA does herewith certify that he/she saw the above named The Arbors of Sumter, LLC, by Carter Holdings, L.P., A SC Limited Partnership (Managing Member) by Vicki C. Goodwin, Gen. Partner, who has properly identified himself to him/her, sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on this ~~22<sup>nd</sup>~~ day of April 2008.

(affix seal)  
(here)

  
\_\_\_\_\_  
Notary Public for SOUTH CAROLINA  
My Comm. expires: 7-8-13

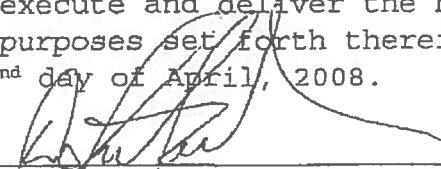
STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SUMTER

The undersigned Notary Public for the State of SOUTH CAROLINA does herewith certify that he/she saw the above named The Arbors of Sumter, LLC, by Dunlap Properties Limited Partnership (Managing Member) by TBD Group, LLC by Tyler B. Dunlap, Jr., its Mgr/Gen. Partner, who has properly identified himself to him/her, sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on this 22<sup>nd</sup> day of April, 2008.

(affix seal)  
(here)

  
\_\_\_\_\_  
Notary Public for SOUTH CAROLINA  
My Comm. expires: 1-19-11

LEGAL DESCRIPTION-EXHIBIT ~~AA~~

All those certain pieces, parcels and lots of land situate, lying and being in the County of Sumter, State of South Carolina identified as 19.81 acres, more or less, as shown on that plat prepared by Robert Brian Pate, P.L.S. dated 4/23/08 and recorded in plat book 2008 at page 150, records of Sumter county.

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

FILED, RECORDED, INDEXED  
07/29/2015 09:01:19 AM  
REC. FEE: 10.00 CO FEE: .00  
STATE FEE: .00 TOTAL FEES: 10.00  
PAGES: 2  
VICKI L. MCCARTHY REGISTER OF DEEDS  
SUMTER COUNTY BY: K. McLead

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SUMTER )

AMENDMENT TO DECLARATION  
OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
THE ARBORS SUBDIVISION

The undersigned, The Arbors of Sumter, LLC, Declarant, does herewith amend the Declaration of Protective Covenants, Conditions and Restrictions for The Arbors Subdivision recorded on April 23, 2008 in book 1104 at page 1856, records of Sumter county, and;

WHEREAS, in the General Provisions, Paragraph 10 provides that "The protective covenants shall be construed for the benefit of the Declarant alone, who reserves the right to alter amend, or release the same at will, without any required consent or approval from any other lot or property owner", and;

WHEREAS, the Declarant now desires to amend the Covenants, specifically, Paragraph 13 of the General Provisions; NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, THAT

The Arbors of Sumter, LLC, the Declarant, hereby amends the Declaration of Protective Covenants, Conditions and Restrictions for The Arbors Subdivision recorded in book 1104 at page 1856 whereby Paragraph 13 of the General Provisions will now state: 13. No radio or television transmission or reception towers, disks, satellite disks, or antennas of any type, shall be erected on any lot or property, if cable service is available to the Subdivision, unless same is first approved in writing, by the Architectural Review Committee. As a matter of guidance, no such antennas, or dishes, or receivers of any kind or nature, shall be erected, or placed so that they are visible from the street fronting the lot, or visible from Carter Road or Terry Road, or visible from any common area of the Subdivision, or visible from any adjacent lots. In addition all heating and air conditioning units shall be installed, or screened by shrubbery, and/or fencing approved by the Architectural Review Committee, so that same will not be visible from the front street.

All other covenants, conditions and restrictions contained in said Covenants referenced hereinabove shall remain in full force and effect.

The undersigned hereby binds itself, its heirs, successors and assigns to the terms hereinabove set forth.

RETURN TO: RICKENBAKER & MOCJUN  
ATTYS AT LAW

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28<sup>th</sup> day of July, 2015, at Sumter, South Carolina.

Adrian M. Pritchard  
Witness  
Vonda S. McCain  
Witness

The Arbors of Sumter, LLC

[Signature]  
Dunlap Properties Limited Partnership  
(Managing Member) By TBD Group, LLC  
by Tyler B. Dunlap, Jr.- Mgr/Gen. Partner

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SUMTER

The undersigned Notary Public for the State of South Carolina does herewith certify that he/she saw the above named The Arbors of Sumter, LLC by Dunlap Properties Limited Partnership, Managing Member by TBD Group, LLC by Tyler B. Dunlap, Jr.- Mgr/General Partner, who has properly identified himself to him/her, sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on this 28<sup>th</sup> day of July, 2015.

(Affix seal here)

Vonda S. McCain  
Notary Public for South Carolina  
My Commission expires: 4-30-23