

later added, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

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

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

Section 6. "Declarant" shall mean and refer to Tyler B. Dunlap, Jr., his heirs, successors and assigns.

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

ARTICLE II PROPERTY RIGHTS

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

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

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

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

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

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Association, reserves the right to withdraw property from the Association so long as all Owners within 500 ft of the withdrawn property consent, and appropriate access to the remaining portions of the Subdivision is preserved.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

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

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, 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 subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot or property which is subject to assessment.

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

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

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

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

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area based upon the use being made by 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.

Section 3. Maximum Annual Assessment. Annual assessments shall commence thirty (30) days after conveyance of any part of the Common Areas by Declarant to the Beach Forest Village Property Owners Assn., Inc.

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

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

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

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

Section 5. Notice and Quorum for Any Action Authorized Under

Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. At the first such called meeting, the presence of members entitled to cast sixty (60) percent of all votes of the membership shall constitute a quorum. No business may be transacted without a quorum present.

Section 6. Uniform Rate of Assessment. Both annual and special assessments may be fixed at a uniform rate for all lots and may be collected on an annual or monthly basis. Rates may vary for different uses of property such as residential, commercial or a mix of same, and may vary within a specific area such as residential use over commercial properties such as apartments and/or condominiums.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for all lot or property owners, except for the Declarant or any successor developer/Declarant, shall commence on the 30th day following the conveyance of the first parcel or property of the Common Areas by the Declarant to the Homeowners Association, except that any and all property owned by the Declarant in the subdivision, including any Club House property, 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, including any additional sections added thereto, have been sold, and title thereto has been deeded and transferred out of the name of Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto, and/or posted on the Common Area Property. The due dates shall be established by the Declarant or the Board of Directors. 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 of the Common Area or abandonment of his/her/its lot.

The Assessment Charge provided for herein shall be subordinate to the lien of any unpaid real property taxes and any recorded

mortgage on said property. Mortgagees shall have no responsibility for collecting assessments from Owners. Pursuant to the policies of HUD and VA, it is not intended that failure to pay any Assessment Charge shall be a default under the terms of any mortgage insurance by HUD or VA. The Declarant and/or the Association shall have the right to assess fines and suspend the voting rights and right to use of common property for any period during which any Assessment shall remain unpaid.

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 the Properties, nor shall any exterior addition to, or change, or alteration therein shall be made until the complete plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, development scheme, and the developers design intent for the Subdivision. As a matter of guidance on waterfront lots, solid brick fences will NOT be allowed higher than three (3) feet above existing lot elevations, and any lot owner desiring a higher fence must construct same out of wrought iron, however, NO fence structure, whether fronting on the water or located anywhere else, 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, and kind, giving consideration to the harmony of external design, development scheme and whether or not same is in accord with the developers design intent, as solely determined by the Architectural Review Committee and shall apply to all fences to be constructed after October 1, 2005. An architectural review committee composed of two (2), or more, representatives if desired by the Declarant, appointed by the Declarant MUST approve all such plans and specifications. The Architectural Review Committee members shall consist of Tyler B. Dunlap, Jr., Louis W. Tisdale and Deena Mark, and any such successors, or additional members, as a majority of said members shall appoint. In the event said committee fails to approve such design and location 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 duties of the architectural review committee herein to the Property Owners Association, if and when the Declarant determines same is necessary or desirable. Any costs of review or action by the Architectural Review Committee shall be solely borne by the Applicant requesting such action.

As a matter of guidance, the Architectural Review Committee requires that the commercial lot owners use the materials, design, paints, shingles, roofing, railings, sidings, fencing, walls, gates, exterior surfaces, insulation, etc as indicated on the attached exhibit "B", which is incorporated herein by reference, and which represents general guidance from the Developer . Said list is for guidance for owners of commercial lots, and may be modified by the Architectural Review Committee from time to time. It is expressly understood, however, that all materials, colors, design, location, landscaping and other areas addressed in the attached Exhibit "B", MUST have prior written approval of the Architectural Review Committee.

GENERAL PROVISIONS

1. No structure shall be erected, and no use shall be made on any lot or property subjected to these restrictions until approval has been received in writing from the Architectural Review Committee.
2. No lot or property referred to herein shall be subdivided or reduced in size without the written consent of the Architectural Review Committee, or the Declarant. The Architectural Review Committee is specifically authorized to modify or change lot lines and sizes, when it deems same necessary or desirable, or needed to prevent undue hardship.
3. The placement, design, type, color and lettering of any mailbox or delivery receptacles, and its support must be approved by the Declarant, or the Architectural Review Committee, together with 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 ordinances or as otherwise set by the Declarant and/or the Architectural Review Committee, so long as same is not in violation of the ordinances of the City of Sumter.
5. No noxious or offensive activity shall be permitted upon any lot or property in the Subdivision, and nothing shall be had, or done, thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, chickens, or other such animals or fowls shall be allowed 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 a nuisance to the area as a residential area, commercial area, or mixed area, or any condition permitted on such lot which would pollute the water of any lake, stream or pond located in said subdivision. It is expressly understood that no animals, or fowl, of any kind or nature shall be bred or reared for commercial purposes on any lot in the subdivision.

6. No tent, shack, tractor, or tractor trailer or similar tandem wheeled vehicle, school bus, inoperative vehicle, camper, boat or motor home, or temporary structure of any kind shall be erected, kept, had or allowed, 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 out of sight from the streets and roads in said Subdivision and located as directed by the Homeowners Association. No clothes line shall be allowed to be visible from any street. All lots, property and premises shall be kept in a neat and clean condition at all times.

7. An easement is reserved unto the Declarant, or his successors or assigns, over the front, side and rear ten (10.0') feet of each lot hereby conveyed for the purpose of utility installations, rights-of-way, and for the operation and maintenance thereof for all utilities supplied to the Subdivision. The undersigned Declarant further reserves the right to subject the real property described herein to a contract with Black River Electric Cooperative, or any other utility supplying utility services to Beach Forest Village Subdivision, for the installation of underground, or above ground, electric lines, 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 Black River Electric Cooperative 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 prior to the commencement of any such improvements or clearing.

9. 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 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.

10. No sale, rent, advertising signs 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.

11. It is understood and agreed by all residential lot owners that the Declarant shall be responsible for the installation and maintenance of storm drains, control of surface water, and maintenance of streets until such time as said streets and/or roads and systems are conveyed to the Beach Forest Village Property Owners Association and/or the City/County, or State government for maintenance. All responsibility for storm drains, control of surface water, retention or drainage ponds, or similar structures for commercial properties shall be solely borne by the owner of said commercial properties, or as determined by the Declarant or his successors.

12. 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.

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, unless approved by the Architectural Review Committee. As a matter of guidance, no such antennas, or dishes, or receivers of any kind or nature, shall be erected, or placed so that they are visible from the Street fronting the lot. In addition all heating and air conditioning units shall be installed, or screened by shrubbery, and/or fencing approved by the Architectural Review Committee, so that same will not be visible from the front street.

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

15. All driveways, sidewalks and entrances to garages or homes shall

be concrete or a substance approved in writing by the Declarant, or Architectural Review Committee, and of uniform quality. There shall be NO curb cuts without prior approval of the Architectural Review Committee.

16. 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 severally, shall have the right to proceed in law or equity for the recovery of damages, or for injunctive relief, or both.

17. 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.

18. The Declarant reserves to himself, and his successors and assigns, the right to relocate, open or close streets in the subdivision, and to review, re-subdivide and change the size, shape, dimensions, and locations of lots, properties, and streets, whether or not they are shown on a recorded plat, or on a promotional display, or a lot or property layout plan.

19. Any climbing plants or vegetation of any kind, placed or allowed to remain on any fence or wall, building, or along a property line, shall be maintained by the respective lot owner, who must keep same in a neat and attractive condition and in compliance with the directions of the Architectural Review Committee.

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

21. Additional residential property, commercial property, or mixed used property, and Common Areas may be annexed, or added, to the Properties described in Exhibit "A" with the consent of the Declarant

or his successor in title until the last lot in said Subdivision has been sold and deeded.

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) shall have the right to take such steps and corrective action to have said lot cleaned, mowed or cleared at the sole expense of the property owner, who consents to pay any such costs by accepting title to such property subject to these protective covenants. Failure of the property owner to reimburse developer (Declarant) for such cleaning expenses shall entitle developer (Declarant) to take action to obtain a judgment for same, with all costs associated therewith being taxed and assessed against the lot owner, including reasonable attorney's fee and court costs associated with same.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2nd day of December, 2005, at Sumter, South Carolina.

[Signature]
Witness
Margaretta G. Hank
Witness

[Signature]
Tyler B. Dunlap, Jr.
Declarant

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

ACKNOWLEDGEMENT

The undersigned Notary Public for the State of SOUTH CAROLINA does herewith certify that he/she saw the above named Tyler B. Dunlap, Jr., the Declarant, who has properly identified himself to him/her, sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on this 2nd day of December, 2005.

(affix seal)
(here)

[Signature]
Notary Public for SOUTH CAROLINA
My Comm. expires: 1-19-11

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

CONSENT TO RESTRICTIVE COVENANTS AND AMENDMENT THERETO

The undersigned holder of a lien on the property described in the attached Declaration of Protective Covenants and Conditions for Beach Forest Village Subdivision, Phase 3, Sections 2 does herewith consent to imposition and amendment of the said Restrictive covenants attached hereto.

Witness the hand seal and approval of the undersigned lender, this 2nd day of December, 2005, at Sumter, South Carolina.

The Citizens Bank

Lee Holloway VP
By: Lee Holloway, Vice Pres.

[Signature]
Witness
Smelia B. McBride
Witness

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

ACKNOWLEDGEMENT

The undersigned Notary Public for the State of SOUTH CAROLINA does herewith certify that he/she saw the above named The Citizens Bank by Lee Holloway, its Vice President, 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 this 2nd day of December, 2005.

(affix seal)
(here)

Smelia B. McBride
Notary Public for SOUTH CAROLINA
My Comm. expires: 10/12/10

LEGAL DESCRIPTION-EXHIBIT "A"

All those certain pieces, parcels and lots of land situate, lying and being in the County of Sumter, State of South Carolina identified as Beach Forest Subdivision, Phase 3, Sections 2 containing 10 lots, namely Lot No. 402, 404, 407, 408, 410, 413, 455, 454, 453 and 435, and being more fully shown on a plat thereof prepared by Louis W. Tisdale, R.L.S. dated September 26,, 2005 recorded in Plat Book 2005 at page 575, 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.

EXHIBIT "B"

BEACH FOREST

COMMERCIAL PROPERTY
SITE DEVELOPMENT STANDARDS

A complete set of plans and specifications shall be submitted to the ARB for approval prior to beginning any work.

A: Setbacks

1. Front - 8.4' to allow up to 20' and no less than 15' of landscape space, 38' (19' x 2) of parking and 26' of driveway space.
2. Sides - 55% of the height of the peak of the roof or 20', which ever is greater.
3. Rear - 45' to allow 19' of parking and 20' of driveway and up to 6' of landscaping.

B: Driveways

1. Each site will be allowed one (1) curb cut onto the interior road. Parking areas shall be designed to have an interconnecting driveway to adjacent commercial sites. The interconnecting drives shall be a minimum of 25' wide.
2. Access point location and geometry shall conform to the SCDOT "Access and Roadside Management Standards" handbook. Exceptions to these requirements shall be at the discretion of the Developer.

C: Curbing

1. Concrete curb and gutter equal to the 18" standing curb shown on SCDOT Standard Drawing 720-1, shall be provided along all pavement edges. Sidewalks along a pavement edge shall include an integral curb, also shown on SCDOT Standard Drawing 720-1.

D: Storm Drainage

1. All drainage structures shall be cast iron drop inlets. No type 9 concrete structures are to be used.
2. Water Quality Devices:
 - a. All storm water runoff shall be required to pass through a water quality device prior to leaving an individual site.
 - b. Water quality devices shall be regularly inspected and maintained in proper working order

E: Parking Surface

1. Parking areas shall be constructed of a dust free surface equal to

the following:

- a. **Standard Thickness:** May be applied in parking spaces and shall consist of hot laid asphalt surface course type 1 with a minimum thickness of 1.5" after compaction and a minimum sub base of 6" of stabilized aggregate base course. The sub base may be reduced upon the recommendation of a qualified geotechnical engineer and with the ARB's approval. See the attached details for paving.
 - b. **Heavy Duty Thickness:** shall be applied in driveways, parking area lanes, service lanes, etc., and shall consist of hot laid asphalt surface course type 1 with a minimum thickness of 2.0" after compaction and a minimum sub base of 8" of stabilized aggregate base course. The sub base may be reduced upon the recommendation of a qualified geotechnical engineer and with the ARB's approval. See the attached details for paving.
 - c. Concrete paving shall consist of 6" 3000 psi concrete surface course with a minimum sub base of 6" stabilized aggregate base course.
2. **Pavement Markings**
 - d. Permanent pavement markings shall be provided to delineate parking spaces, handicap spaces, access isles, loading zones, etc.
 - e. Pavement markings shall conform to SCDOT standard specifications section 604 and shall consist of 4" solid white lines except for handicapped spaces which shall be blue.
- F: **Parking Area Maintenance**
1. The asphalt surface of the parking should be sealed and parking lines repainted at adequate intervals to insure the serviceability and appearance of the parking surfaces. All cracks and potholes are to be repaired promptly.
- G: **Site Plan**
1. The engineered site plan is subject to review by the ARB to insure adequate storm drainage, traffic flows, etc., and to insure that the plan is compatible with the character of the development.
- H: **Garbage Disposal**
1. Garbage disposal is provided within this development by the City of Sumter. Use of the standard refuse containers provided by the City of Sumter is required with the following stipulations
 - a. Refuse containers shall be stored in a screened area where unsightly views and odors will not be detected by the general public
 - b. Refuse containers shall not be put out for pickup prior to 6:00 PM the day before scheduled pickup. Refuse

containers shall be returned to their respective screened areas no later than 6:00 PM the day of scheduled pickup.

2. If additional dumpster space is required, the locations and construction must be approved by the ARB.
3. Refuse containers shall be provided in the parking areas in conformance with the City of Sumter Development Standards Section 8.j.3.o.

I: Lighting

1. Lighting for the parking areas and building shall be directional so as to be site specific. Exterior lighting effects shall not create a glare, impair traffic safety, or be incompatible with adjacent properties. Exterior lighting shall complement the elements of design of each site and the complete commercial areas. Lighting design is subject to review and approval of the ARB.

J: Signs

1. Monument type of a material complementary to the building and must be landscaped and irrigated to standards noted in the landscaping section.
2. Temporary signs and banners shall be submitted to the ARB for approval prior to being installed.
3. Billboards and other advertising oriented signs are not allowed.

K: Landscaping

1. Design section to be provided by Holmes
2. Maintenance of landscaping:
 - a. All landscaping plans must include recommendations for mulching and trimming intervals and this must be approved by the ARB.
 - b. Irrigation systems shall be provided. Irrigation systems shall be maintained in proper working order and shall be used on a regular basis as required by the plant material being served. Irrigation systems shall be designed to cover all landscaped areas. Irrigation systems shall be designed to meet water requirements of all plant material in the landscaping plan and is subject to approval by the ARB.
 - c. Survival - Perpetual care of landscaping is a requirement of ownership within Beach Forest. A 100% survival of all over story trees is required. Replacement will be necessary if damaged by manmade causes or acts of God.

L: Loading/Service Areas

1. Loading areas shall be provided sufficient for their intended use.

- a. Loading areas shall be designed such that ingress/egress to the site and the structure will not be obstructed.
- b. Product stocking operations shall be conducted away from the general public or at a time outside of normal business hours.
- 2. Service areas shall be provided sufficient for their intended use.
 - c. Service areas shall be screened so as to avoid incompatible views and odors.
- M. Flags
 - 1. Use of flags will be subject to approval by the ARB.
- N. Canopy
 - 1. Use of canopies will be subject to approval by the ARB.

BUILDING

The goal of this development is to have traditional architecture of time tested design. It is the goal to have different, but complimentary designs of buildings and to this end, no identical designs of buildings may exist adjacently.

- A: Foundation
 - 1. Minimum of 15" and maximum of 24" above grade. Special consideration for the Americans with Disabilities Act requirements may be made by the ARB.
 - 2. Curtain walled with materials matching the building.
 - 3. Additional fill or cut for the building pad is to be evaluated by the ARB for each site.
- B: Siding
 - 1. All exterior side surfacing is to be brick or stucco, no other materials will be acceptable.
 - 2. All corners should be soldigred and proper and complementary treatment given to doors and windows.
 - 3. Soft reds, browns and darker tans are acceptable shades for brick. Similar shades with consideration for some other earth tones are acceptable for stucco. Harsher and brighter shades of brick or stucco are to be avoided.
 - 4. No metal, wood or vinyl panels will be acceptable.
 - 5. No split face block or bare concrete will be acceptable.
- C: Trim
 - 1. Vinyl will be allowed on soffits and windows only and of complementary colors to the siding. All other trim materials are to follow the guidelines for siding above.

D: Roofs

1. Only gable, hip/valley roofs with a minimum of a 7/12 pitch will be acceptable.
2. Acceptable materials are asphalt shingles and standing seam metal.
3. Acceptable colors are blacks, browns and darker blues, greens and grays. These colors must complement the other building material colors.
4. A minimum of 24" eave width is required.
5. A minimum of a 12' and maximum of 25' eave heights are required.

E: Windows

1. The ratio of window sizes must create a balanced appearance. Subject to approval by ARB.
2. Arches and other top dressings of windows is encouraged.
3. No bare metal finishes will be allowed on windows and the chosen colors must complement the color scheme of the building.
4. "Store Front" windows are discouraged unless accompanied by snap in lattice and other suitable dressings and trim.
5. Odd shaped or angled windows are discouraged and at the option of the ARB may be rejected.
6. Bay or horizontally arched windows are permitted underneath porches and other covered areas.

F: Entrances

1. All steps shall be brick of complementary colors to building siding and trim.
2. All entrances shall be covered and porches are encouraged.
3. Columns shall be a minimum of 12" in diameter with spacing, material and color to be approved the ARB.
4. Hand rails are to be wrought iron unless otherwise approved by the ARB.
5. Doorways should be dressed by side windows or other suitable trim.

G: Mechanical

1. All mechanical equipment shall be screened with material matching or complementary of the building siding.

H: Residential Apartments

1. Residential apartments will be allowed above commercial buildings in designated areas and must have rear parking and entrances. Any amenities for the residential areas must be approved by the ARB.

I: Mailboxes

1. Mail boxes must be affixed to the walls at building entrances or via mail slots.

J: Delivery Areas

1. Delivery areas are to be designated in the rear or sides of buildings.

An Architectural Review Board (ARB) will be appointed by the owner. All building and site plans must be approved by the ARB. All elements of plans are subject to approval or rejection of the ARB.

LANDSCAPING STANDARDS

A: Planting Areas

Screening Buffer: A screening buffer is required along areas where is desirable to provide an almost complete visual barrier between uses. An example of this would be between commercial and residential uses. Screening buffers should be a minimum of 10 feet in depth and for the entire length screening is required. The component plants of this buffer are as follows:

1. Shrubs: should be evergreen that will be able to be maintained at a mature height of 6 to 7 feet and should be planted at a rate that would insure no visual gaps in the screen. The shrubs should be interspersed with under story and canopy trees at the rates shown below.
2. Under story trees should be planted at a rate of 6 per 75' of buffer. These can be evenly spaced or grouped to enhance visual appearance. Shorter or remaining sections of buffer should be prorated to determine the amount of plant material.
3. Canopy trees should be planted at a rate of 1 per 75' of buffer. The preferred variety is live oak, but substitutions may be considered by the BAR. Other acceptable varieties are listed at the end of the landscaping section.

B: Road Buffer: A road buffer is required along all road frontages to provide a green space along the viewing frontage of all buildings (this may be required as a side buffer also).

1. Shrubs: should be evergreen that will be able to be maintained at a mature height of 2 to 3 feet and should be planted at a rate to insure fullness and continuity. The shrubs should be interspersed with under story and canopy trees at the rates shown below.
2. Under story trees should be planted at a rate of 6 per 75' of buffer. These can be evenly spaced or grouped to enhance visual appearance. Shorter remaining sections of buffer should be prorated to determine the amount of plant material.
3. Canopy trees should be planted at a rate of 1 per 75' of buffer. The preferred variety is live oak, but substitutions may be considered

by the ARB. Other acceptable varieties are listed at the end of the landscaping section.

C: **Parking Areas:** Planting in these areas should be facilitated by the placement of planting islands throughout the parking areas that create a canopy tree density of 1 tree per 2000 square feet of parking or approximately 1 tree per 20 spaces. No Parking space should be more than 50' from the trunk of a canopy tree. The minimum size planter is 7' by 7' or a design that would at no time place a concrete planter edge closer than 3.3' to the edge of a tree trunk. Smaller parking areas may require a higher density of trees as determined by the BAR. There should be no bare ground areas in the parking area. Any area not covered by shrubs or trees should be grassed with centipede in sunlit areas and a shade tolerant varieties in other areas. Ground covers may also be considered by the BAR in lieu of grass where appropriate. No under story trees or shrubs are required within the parking areas, but may be used at the lot purchaser's option.

D: **Foundations planting;** the desired effect in these areas is to dress the curtain wall of the buildings as well as to complement the building lines and entrances. These beds should be a minimum of 3' in width with 5' being the desired average. There are no canopy trees required in these areas but the remaining plant material requirements are the same as the road buffers.

1. Plant survivability of 100% on Canopy and Under story trees is required. Shrub survivability of 95% is required with no side by side gaps allowed. Irrigation should be of sufficient quantity and frequency to insure survivability. A permanent underground irrigation system must be installed to insure each plant receives required water and to insure survivability of grassing and ground cover.
2. Mulching should be installed approximately 4" deep at planting and should be renovated at least once yearly. Interim freshening of the mulch should occur as needed to insure a clean and fresh appearance.
3. Recommended plant material is as follows:
 - **Canopy Trees:** The preferred variety is live oaks due to the development theme. Other acceptable varieties that may be considered by the ARB are cypress and tulip poplar. These trees should have a minimum caliper of 2.5" at planting.
 - **Understory Trees:** The varieties acceptable for this material are crepe myrtle, cherry, red bud and dogwood. These plants should have a minimum caliper of 1.5" except in the case of multi-trunked varieties which should at planting have a minimum height of 6 feet.
 - **Evergreen Shrubs:** The varieties acceptable for this

material are wax myrtle, eleagnus, larger hollies (nellie, savannah, etc.) and yaupon (not dwarf).

- Other varieties for the categories listed above may be considered by the ARB as long as they are consistent with the theme of a maritime forest.

RETURN TO: RICKENBAKER & MCCOY
ATTYS AT LAW