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VICKI M. MCCARTHY - REGISTER OF DEEDS
SUMTER COUNTY

Carolina Palms Rest Co: (F: Phase 1, Section 1 ON 88 Lots June 22, 2005.vpd

STATE OF SOUTH CAROLINA) DECLARATION OF COVENANTS, CONDITIONS
) AND RESTRICTIONS
COUNTY OF SUMTER) CAROLINA PALMS

THIS DECLARATION, made on the date hereinafter set forth by Pinnacle Properties 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, which is more particularly described as follows:

The property upon which this Declaration of Covenants, Conditions and Restrictions is imposed is attached hereto as Exhibit "A", and same is incorporated herein verbatim, and made a part of these Covenants, Conditions and Restrictions. This Declaration of Covenants, conditions and Restrictions is an extension and the imposition of those same restrictive covenants recorded on December 1, 2004 by the Declarant in Deed Book 961 at page 869, records of Sumter County, onto the property herein described in the attached Exhibit "A".

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

1. No structure shall be erected on any lot other than one single-family dwelling, and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family.
2. No lot referred to herein shall be subdivided or reduced in size without the written consent of the Architectural Review Committee, or the Declarant. The Declarant and/or the architectural review committee is specifically authorized to modify or change lot lines and sizes, and grant variances when it deems same necessary, desirable, or when needed to prevent undue hardship as determined by the Declarant.

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3. The placement, design, type, color, lettering together with property identification markers of any mailbox or delivery receptacles and its support must be approved by the Declarant, or the Architectural Review Committee,. Further, no garments, signs, posters, banners or other similar materials may be hung, exposed, displayed, dusted or cleaned from the windows, or from the front facade of any home in the subdivision.

4. The building line on lots shall be variable. The setback line shall not depend on the setback of other lots 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 hereby conveyed, 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 fowl, of any kind shall be allowed or kept on any lot hereby conveyed. Nothing shall be done or allowed, and no conditions or situations 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, conservation area, or pond located in or near said subdivision.

6. No tent, shack, trailer, school bus, camper, boat or motor home or temporary structure, of any kind or nature, shall used for a residence, or be erected, kept, had or allowed at any time on any lot hereby conveyed for said purpose. 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 front street. All lots, property and premises shall be kept neat, clean and free of trash, garbage or debris at all times. Each lot owner will perform all necessary maintenance, such as cutting grass and shrubbery/hedges, watering, fertilizing, spraying, pruning and other actions necessary to keep all yards, grass, shrubbery and flowers in a neat, attractive and well maintained state in a manner consistent with good and accepted landscaping practices. Any climbing plants or vegetation of any kind, placed or allowed to remain on any fence or wall, along a property line, shall be maintained by the respective lot owner, who must keep same in a neat, attractive condition and in compliance with the directions of the Architectural Review Committee

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7. An easement is reserved unto the Declarant, or its successors or assigns, over the front, side, and rear five (5) feet of each lot hereby conveyed for the purposes of utility installations, rights of way, and for the operation and maintenance thereof; and for twenty (20) feet over existing sewer and water lines for the maintenance thereof. If said subdivision plat reflects greater easements, then such greater easement is herewith adopted as part of these covenants. Further, each homeowner by acceptance and recordation of a deed to any property in the subdivision, expressly agrees to abide and comply with all restrictive covenants, easements and rights of way affecting the herein described property including any and all conservation, preservation and/or environmental easements and restrictions.

NOTICE

THE GRANTEE(S) OF ANY LOT IN SAID SUBDIVISION AGREE THAT TAKING TITLE SUBJECTS THE SAID GRANTEE(S) TO COMPLIANCE WITH ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE CONSERVATION EASEMENT AND ACCEPTANCE RECORDED IN DEED BOOK 929 AT PAGE 1448, RECORDS OF SUMTER COUNTY WHICH IS INCORPORATED HEREIN BY REFERENCE AS FULLY AS IF SET FORTH HEREIN VERBATIM. FURTHER, GRANTEE, BY ACCEPTANCE AND RECORDATION OF ANY DEED TO ANY LOT IN CAROLINA PALMS SUBDIVISION EXPRESSLY AGREES TO ASSUME ALL OBLIGATIONS AND RESPONSIBILITIES OF THE GRANTOR TYLER B. DUNLAP, JR. AND/OR SUMMIT REALTY & DEVELOPMENT, INC. UNDER SAID ABOVE REFERRED CONSERVATION EASEMENT AND ACCEPTANCE, IF SAID EASEMENT AFFECTS OR IS LOCATED ON ANY PART OF THEIR LOT.

NOTICE

NOTICE is herewith given to the Grantee(s) of any lot or property in the Subdivision that certain lots therein contain Upland Buffer for protected wetlands. These Buffers should not be disturbed. Further, certain lots in the Subdivision include within their boundaries, all, or a portion, of land that is dedicated for use as a Detention Structure (Detention Pond) as shown and defined on the Subdivision plat. The primary purpose of a Detention Structure (Detention Pond) is temporary store storm water runoff and release the stored runoff at controlled rates. Such Detention Structures (Detention Ponds) will be inspected and monitored by the Plan Approval Agency, The Sumter County Soil and Water Conservation District. As a prospective Buyer, or owner, you, and other owners similarly situated, owning property that contains a part of a Detention Structure (Detention Pond) will be solely responsible for the maintenance and repair

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of any deficiencies found thereto by the above referred Plan Approval Agency. Said duty to maintain and repair may be enforced by and through the appropriate agency, namely, The Sumter County Soil and Water Conservation District, or the U.S. Corp. Of Engineers or the South Carolina Department of Health & Environmental Control, or any successor agency designated by law to enforce the provisions of The Storm Water Management and Sediment Control Ordinance adopted by Sumter County Council on May 12, 1998.

NOTE: A provision will be included in your Deed that contains an acknowledgment, to be signed by you as a Buyer, that the matters set forth herein, as well as the reservation of any easement that will permit access to the said Detention Structure (Detention Pond) by the Plan Approval Agency, or its, agents, workman or designees, for appropriate inspection, maintenance, and repair, if necessary. The costs and expenses or all such maintenance, compliance and/or repair to the Detention Structure (Detention Pond) shall be the sole responsibility of the property/lot owner.

8. Purchaser of any lot further expressly acknowledges and agrees by acceptance and recordation of the deed from the Declarant, that he/she/it has received a copy of these Restrictive Covenants, and have read and understand same and agree to comply with all of the terms and conditions of these Restrictive Covenants, and as they may be amended in the future as provided herein.

9. A plot plan showing the position and location of the house to be constructed on the lot must be presented for approval to the Declarant, or the Architectural Review Committee, before any clearing is done of any trees, or the lot is graded, or changed in any manner. In addition, a sketch plan showing the front and rear elevations must be presented for approval before the house plans can be approved by the Declarant or the architectural review committee. Further, no renovation, remodeling, painting, resurfacing or exterior maintenance shall be made to any building/dwelling unless and until same has been approved by the Architectural Review Committee to insure conformity with adjoining properties, harmony of appearance, and consideration for neighborhood aesthetics with adjoining lots and/or dwellings.

10. No boats, trailers, trailer hitches, campers, recreational vehicles, or any vehicle larger than a standard passenger vehicle, or other non-self propelled vehicles shall be stored on any of the Property except in the rear ½ of a Lot (but in no

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event closer than 20 feet (20') to any rear lot line) or within an enclosed garage. No inoperable nor any unlicensed motor vehicles shall be allowed on the Property, or any additions or extensions thereof, for a period of more than thirty (30) days unless stored within an enclosed garage. No unmuffled motor vehicles of any type will be operated on the Property or in the Subdivision. For purposes of this paragraph, a pickup truck, Jeep, and other vehicles of somewhat similar size and use shall be included within those vehicles considered standard passenger vehicles.

11. The entire area embraced in Carolina Palms Subdivision and which is subject to these Restrictive Covenants is herewith designated as a bird sanctuary. There shall be no trapping, hunting, shooting or attempting to shoot or molest in any manner any bird or wild fowl, or to rob bird nests or wild fowl nests, or to hunt, trap, shoot or harm any wild animal; provided however, that should any such wild fowl or animal be found to constitute a nuisance or menace to health or property, in the opinion of the Sumter County Health Authorities, then in such event, such health authorities shall meet with representatives of the Audubon Society, Bird Club, Garden Club, Humane Society, or Declarant to determine and execute such plans as are necessary, or desirable, to abate such nuisance in such a manner as deemed advisable by health authorities and under the supervision of the Sheriff of Sumter County.

12. No improvements upon any streets adjoining any Lot shall be broken or disturbed in any manner without the consent of the Architectural Review Board, and any person disturbing or breaking the improvements, or curb, on any street, whether intentionally or unintentionally, either directly or indirectly by themselves or by their agents, servants, employees, family members, contractors, or other persons or concerns working at or under their direction or in their behalf, shall be responsible for the immediate replacement and repair thereof.

13. No fireworks shall be stored, used, sold, displayed, or shot in the subdivision, or any lot therein, or any additions or extensions thereto.

14. Any building constructed on any lot in the subdivision, or additions thereto, shall be completed within nine months from the commencement of the construction unless the time for completion is otherwise extended by the Architectural Review Board.

15. No clotheslines will be permitted on any Lot except in the

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rear of the dwelling thereon and out of sight of the street, and such clotheslines shall only be permitted if constructed of a collapsible nature and shall be collapsed when not in actual use.

16. It is understood that the herein restrictions 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 restrictions shall be construed for the benefit of the Declarant alone, who, reserves the right to alter, amend, or release the same at will.

17. No sale, rent, advertising signs or billboards shall be erected on any lot/house or displayed in any form to the public, except as specifically approved in writing by the Declarant or Architectural Review Committee. No signs, as above described, shall be nailed or fastened to any tree at any time.

18. It is understood and agreed by all lot owners that the Declarant shall not be responsible for the installation and maintenance of storm drains, control of surface water, or maintenance of streets after said streets and systems have been dedicated to the City and/or County of Sumter, or the State of South Carolina. Further, NO individual well for drinking water or sewage disposal system shall be allowed on any lot unless such system is allowed, designed, located and constructed in accordance with the requirements, standards and recommendations of the Sumter County Health Department. Approval for any such system must be obtained, in writing, from such authority before any construction or use may be made thereof.

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

20. No radio, television, communication, transmission or reception towers, disks, satellite dishes, or antennas shall be erected on any lot in the subdivision other than one (1) small satellite dish not more than twenty-four inches in diameter and installed in such a manner and at such location as to not be visible from the Street or detract from the appearance of the Subdivision or adjoining properties, unless approved or modified by the Architectural Review Committee.

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21. No building, outbuilding, fence, wall, garage or other structure shall be commenced, erected or maintained upon the Properties until the complete plans and specifications showing the nature, kind, shape, height, square footage, 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. An architectural review committee composed of three (3) or more representatives appointed by the Declarant must approve all such plans and specifications. 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. In the event of the death, or disability, of any member of the Architectural Review Committee, a successor shall be elected by the remaining members of the said Architectural Review Committee.

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 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 who submits plans or specifications to the Declarant or Architectural Review Committee agrees by submission of such plans or specifications, and every lot owner agrees, that he/she/it will not bring any action or suit against the Declarant or any member of the Architectural Review Committee for recovery of any such damages, of any kind or nature.

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

23. Each lot owner shall comply strictly with all of the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Review Committee or any aggrieved lot owner, jointly, individually or severally, shall have the

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

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

25. The Declarant reserves to itself, its successors and assigns, the right to relocate, open or close streets in the subdivision and to revise, re-subdivide and change the size, shape dimensions and locations of lots and streets, whether shown on a recorded plat, a promotional display or a lot layout plan; provided, however, that no lot sold prior to such revisions, relocation or change shall be deprived of access to the street or streets on which it bounds nor of access to such lot from the said streets in the subdivision on which it borders.

26. The Purchaser/Buyer of any lot in the Subdivision acknowledges and agrees that if, lighting, security and/or protection systems are put into operation by any utility provider in the subdivision for the protection of residents and homeowners in the Subdivision, then each said Lot owner expressly agrees to responsible for paying his/her/its pro-rata share of any such lighting or protection system.

27. 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. This Declaration may be amended at any time by the Declarant, until the last lot in said subdivision has been sold and thereafter only by an instrument signed by the owners of not less than seventy-five (75%) percent of the Lots in said Subdivision. Any amendment must be in writing and recorded in the Office of the Register of Deeds of Sumter County.

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EXHIBIT "A"

DESCRIPTION

All that certain piece, parcel and tract of land with improvements thereon, if any, situate, lying and being in the County of Sumter, State of South Carolina containing 88 Lots identified as Carolina Palms Subdivision, Phase I, Section I, and being more fully shown on a plat thereof prepared by Louis W. Tisdale, R.L.S. dated March 15, 2005 and recorded on March 29, 2005 in Plat Book 2005 at page 179, records of Sumter. The Lots subject to these restrictive covenants are identified as Lots No. 1 thorough 7; Lots No. 18 through 31; Lots No. 42 through 45; Lots No. 90 through 119; Lots No. 128 through 157; and Lots No. 174 through 176, all as shown on said plat herein above referred.

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.