

RECEIVED

01 FEB 21 PM 3:52

RECORDED

VOL. 795 PG 470
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER
REGISTER OF DEEDS
SUMTER CO., S.C.

RESTRICTIVE COVENANTS

THESE RESTRICTIVE COVENANTS made on the date hereinafter set forth by Palance and Palance Investments, 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:

All that certain piece, parcel and tract of land situate, lying and being in the City and County of Sumter, State of South Carolina described in Schedule A, attached hereto and incorporated herein by this reference.

WHEREAS, Declarant intends to subdivide the subject property by a Plat recorded concurrently with these Restrictive Covenants in Volume 2001 at page 42 (hereinafter the "Plat"), and to further subdivide the property by subsequent plats, and to subject the lots created by such subdivision plats to these Restrictive Covenants;

NOW THEREFORE, Declarant hereby declares that all of the properties described above 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.

| | |
|----------------------|-----------------|
| RECORDING FEE: | \$ <u>15.00</u> |
| COUNTY TRANSFER FEE: | \$ _____ |
| STATE TRANSFER FEE: | \$ _____ |
| TOTAL FEES PAID: | \$ <u>15.00</u> |

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Hampshire Estates Homeowners Association, its successors and assigns.

Section 2. "Declarant" shall mean and refer to Palance and Palance Investments, LLC., its successors and assigns.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as Declarant may hereafter make subject to this Declaration.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "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 a part of Hampshire Estates, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Bryan

**ARTICLE II
RIGHT TO ALTER OR AMEND**

The Declarant reserves the right and power, for so long as Declarant owns any interest in the Properties or any Lot, to alter, amend, or add to the Restrictive Covenants as set forth herein, in any respect as the Declarant may determine, in its sole discretion which shall not be subject to review, is the best interests of the Properties and the Owners. The Declarant further reserves the right, for so long as Declarant owns any interest in the Properties, to add property to Hampshire Estates and make such property subject to these Restrictive Covenants, or to remove any portion of the Properties owned by Declarant at such time from these Restrictive Covenants and rights, duties and restrictions set forth herein. At such time as Declarant has sold all the lots and has no other interest in the Properties, these Restrictive Covenants may be amended only upon the vote of seventy-five (75%) percent of the Owners; provided that each Lot shall be entitled to only one (1) vote, and if a Lot is owned by more than one person or entity, the vote for such lot shall be by a majority of the owners of such Lot.

**ARTICLE III
ARCHITECTURAL CONTROL**

No building, fence, wall, swimming pool, landscaping or other structure shall be commenced, erected or maintained upon any lot or the Properties, nor shall any exterior addition to, or change, or alteration therein be made until the 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 by the Architectural Review Committee composed of not less than two (2) members who shall be appointed and determined by the Declarant until all lots have been sold in said Subdivision and any additions or annexations thereto. After the sale of all lots in said Subdivision and any additions or annexations thereto, the membership of the Architectural Review Committee shall be elected by the Homeowners Association. In the event said Architectural Review committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will be deemed to have been denied.

**ARTICLE IV
GENERAL PROVISIONS**

The following provisions are applicable to all Owners and all Lots within Hampshire Estates:

1) No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family residential dwelling or one two-family residential townhouse not to exceed two (2) stories in height, and other out buildings incidental to the residential use of the lots, provided that all accessory buildings must have the same roof covering as the residential dwelling. Each unit of the townhouse must contain at least 1,000 square feet of floor space, exclusive of basements, porches, garage or carport. The Architectural Review Committee shall have the discretion, but shall not be required, to grant variances not to exceed 10% of the above stated minimum square footage requirement.

2) No building, fence, landscaping or other structure or improvement of any kind shall be begun, erected or placed on any of the lots subjected to these covenants until the building plans, specifications, design and plat plan showing the location of such building, fence or structure on the lot in question has first been approved by the Architectural Review Committee in writing as to the conformity and size, type and quality, and as to the harmony of design, and as to the location of the building, fence or structure with respects to topography and finished grade elevation.

3) No building or other structures shall be located on any lot nearer to the front, rear, or side property line than 20 feet. For the purpose of this covenant, eaves, steps and other open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, or a lot, to encroach upon another lot. The Architectural Review Committee shall have the discretion, but shall not be required, to grant variances not to exceed 20% of the above stated side lines and set backs.

4) No lot may be added to, subdivided or reduced in size from that which is shown on the hereinabove recorded subdivision plat unless approved in writing by the Architectural Review Committee.

6) No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or a nuisance to the neighborhood.

7) No concrete fence or concrete block fence shall be allowed on any lot whatsoever. No wire or chain link fence shall be placed on any lot unless first approved in writing by the Developer. Dog pens may be placed on a lot only with the prior approval of the Architectural Review Committee.

8) No Satellite dish exceeding 30 inches in diameter shall be placed upon any lot, and the placement of any satellite dish must be approved by the Architectural Review Committee prior to installation.

9) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.

10) No livestock, poultry, or other animals shall be kept on any lot except for household pets which are not used or bred for commercial purposes and which do not constitute a nuisance or annoyance to the neighborhood.

11) No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction of any lot for sale, and/or one appropriate sign indicating the name of the owner or resident of the subject lot and the number and name of the street. No signs may be attached to any trees and any such signs hereinabove referred, must be approved in advance by the Architectural Review Committee.

12) No garbage nor domestic trash shall be disposed of by burying on any lot and no lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste material shall be kept in a sanitary covered container behind the residences and out of sight of the street. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13) No individual well for drinking water or sewage disposal system shall be permitted on any lot unless such system is allowed, designed, located and constructed in accordance with requirements, standards and recommendations of the South Carolina Department of Health and Environmental Control. Approval of such system must be obtained from such authority before any use may be made thereof.

14) Any approval or disapproval as required in these covenants shall be in writing and signed by the appropriate officer, agent or designee of Declarant. In the event the Architectural

Review Committee appointed by Declarant, or the designated representative thereof, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, then such plans or specifications shall be deemed to have been disapproved.

15) There is hereby imposed on each of the lots and tracts shown on the plat (hereinafter "Lots") a perpetual, but non-exclusive, easement and right-of way over and upon the private roads designated on the Plat as Dartmouth Drive and Granite Court for purposes of ingress and egress between each lot and to Alice Drive, the exact location, metes, bounds, courses and distances of said Dartmouth Drive and Granite Court being shown upon the Plat. The said easement and right-of-way is hereby granted and released unto the owner of each of the Lots, their respective successors and assigns forever, to have and to hold the said easement and right-of-way for the uses and purposes set forth in this section. The said easement and right-of-way herein granted to the owners of each Lot shall extend to the said owners, the respective licensees and invitees of each of the said owners, and to all federal, state and local governmental entities and to all public utilities providing services to any of the Lots or the owners thereof, or carrying out the official duties, functions and responsibilities of any such entity.

16) The owner of each Lot shall pay his/her/its pro-rata share of the cost of maintenance of the easement and right-of-way granted in the foregoing paragraph so the said easement and right-of-way shall be reasonably trafficable by normal pedestrian and motor vehicle traffic to include, but not limited to, private motor vehicles, fire trucks, ambulances, school buses, and police and law enforcement automobiles, and that the amounts due for such maintenance shall constitute a charge and lien upon each respective Lot and a liability to the owner thereof for the amount of such maintenance allocated to that respective Lot by the provisions of this section. Decisions concerning the maintenance of the said easement and right-of-way shall be as reasonably determined by the owners of the majority of the Lots, with one vote allocated to each Lot, to be voted by the owner thereof. Further, if ad valorem taxes or other property taxes are assessed with respect to the right-of-way, the owner of each Lot shall pay his/her/its pro-rata share of such taxes. The pro-rata share of each owner of a lot shall be a fraction, the numerator of which is the number of lots owned beneficially by such owner, and the denominator being the total number of lots shown on the Plat. After the initial construction of such right-of-way, the Developer shall not have any right to participate in voting on maintenance, repairs and/or modifications of the right-of-way. Any liability of the owner of each lot under this paragraph shall terminate at such time, if any, as the City of Sumter accepts Dartmouth Drive and Granite Court into the City's road system and assumes responsibility for the maintenance of Dartmouth Drive and Granite Court, except with respect to maintenance costs incurred prior the City's acceptance of Dartmouth Drive and Granite Court.

17) When the ownership of any of the lots within this subdivision is transferred, the deed of record shall contain the following language:

THE ROADS PROVIDING ACCESS TO LOTS IN THIS SUBDIVISION ARE PRIVATELY OWNED AND MAINTAINED, AND ARE NOT MAINTAINED BY THE CITY SUMTER AND MAY NOT BE IN THE FUTURE. OWNERS OF LOTS IN THIS SUBDIVISION ARE FINANCIALLY OBLIGATED TO MAINTAIN THE ROADS FOR THE BENEFIT OF ALL PROPERTY OWNERS IN HAMPSHIRE ESTATES; PROVIDED, HOWEVER THIS OBLIGATION SHALL TERMINATE AT SUCH TIME, IF ANY, AS THE CITY OF SUMTER ACCEPTS DARTMOUTH DRIVE AND GRANITE COURT INTO THE CITY'S ROAD SYSTEM AND ASSUMES RESPONSIBILITY FOR THE MAINTENANCE OF DARTMOUTH DRIVE AND

GRANITE COURT, EXCEPT WITH RESPECT TO MAINTENANCE COSTS INCURRED PRIOR THE CITY'S ACCEPTANCE OF DARTMOUTH DRIVE AND GRANITE COURT.

18) Any deed conveying interest in any lot within this subdivision shall also conspicuously contain the following language, with an acknowledgment to be signed by the grantee(s):

THE REAL PROPERTY DESCRIBED IN THIS DEED IS SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR SUMTER COUNTY IN VOLUME __ AT PAGE __. THESE RESTRICTIVE COVENANTS PROVIDE, AMONG OTHER THINGS, A FINANCIAL COMMITMENT TO MAINTAIN COMMUNITY ROADS (DARTMOUTH DRIVE AND GRANITE COURT) UNTIL SUCH TIME, IF ANY, AS THE CITY OF SUMTER ACCEPTS DARTMOUTH DRIVE AND GRANITE COURT INTO THE CITY'S ROAD SYSTEM AND ASSUMES RESPONSIBILITY FOR THE MAINTENANCE OF DARTMOUTH DRIVE AND GRANITE COURT. THESE RESTRICTIVE COVENANTS ARE SPECIFICALLY ACKNOWLEDGED BY THE GRANTEE(S) HEREIN.

[Name of Grantee(s)]

19) Enforcement shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate, any covenant contained herein, and may be brought either to restrain violation, or to recover damages.

20) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

21) All boats, trash cans, garbage receptacles, motor homes, recreational vehicles, trailers or trailer hitches and similar propelled and non self-propelled vehicles shall be parked or stored in the rear of the dwelling on any lot where possible and out of sight from the street so as not to detract from the appearance of the subdivision.

22) No inoperative vehicles are permitted on said lots in excess of thirty (30) days.

23) All structures on any lot shall be completed within nine (9) months from the date of ground breaking, or commencement of construction whichever occurs first, unless the time is otherwise extended by the Declarant, its successors or assigns, or by its designated representative, the Architectural Review Committee.

24) All landscaping and decorations facing the road on which a Lot is located shall be approved by the Declarant, or its designated Architectural Review Committee.

25) No mobile homes, trailers, or similar type housing units shall be permitted in the Subdivision on any lot hereinabove referred. Determination of what constitutes any of the above type of homes shall be made by the Architectural Review Committee and is final.

26) The Declarant reserves the right to subject the real property, hereinabove described, in this subdivision to a contract with the Electric utility serving said Subdivision for the installation of underground electric cables or above ground poles and wires.

27) The Declarant, or any lot owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of any Owner to enforce any covenant or restriction herein contained shall in no event to be deemed a waiver of the right to do so thereafter.

28) 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 of 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 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 to recover any such damages.

29) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

30) The covenants and restrictions of this Declaration shall run with and bind the land, 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.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot shall be a member of the association, except that multiple owners of a single lot shall be considered a single owner. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to two votes for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The votes for such Lot shall be exercised as the Owners of such Lot shall determine, but in no event shall more than two votes be cast with respect to any Lot. At any meeting of the Homeowners Association a quorum of not less than fifty (50%) percent of all Lot Owners shall be required to conduct business. Proxies will be permitted provided they are in writing and attested before a notary public and said proxy has been delivered to the Secretary of the Board of Directors of the Association at least twenty-four (24) hours before any regular or special scheduled meeting of said Association. Any such proxies filed with the Secretary shall be open for public inspection and shall be retained in the files of said Homeowners Association and attached to and become a part of the minutes of that meeting.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to eight (8) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or
- (b) ten (10) years from the date of these Covenants.

Any officer of the Declarant, or any agent with written authorization from Declarant shall be permitted to attend and cast all votes in behalf of the Declarant at any regular or special meeting of the Hampshire Estates Homeowners Association.

Section 4. The Association shall be governed by a Board of Directors of not than three (3) nor more than eight (8) members elected by a majority of the members of the Association. The Board of Directors will elect a secretary from its membership. All Board members shall serve without compensation except the Secretary who shall be compensated as determined by the Board of Directors. A quorum of the Board necessary to conduct business shall consist of at least a majority of the Board members.

Section 5. Notice must be given by ordinary mail to all lot owners in writing at least seven (7) days prior to any regular or special meeting of the Association. The Secretary shall maintain a roster of all lot owners and their addresses for the furnishing of notice hereunder. It shall be the responsibility of the lot owner to notify the Secretary of any change in their mailing address. Notice given by the Secretary to the last known address furnished by the Sumter County Tax Assessors Office shall constitute compliance with this section as sufficient notice.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Assessments. The Association may levy assessments against the Lots; provided such assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas, including, but not limited to, street lights at the subdivision entrances and the retention pond.

Section 2. 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 (15.0%) 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 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 Lot 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.

Section 3. Maximum Annual Assessment. Except for special assessments as set forth in Section 4 hereof, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per lot.

(a) The annual assessment may be increased each year not more than 5% above the actual expenses incurred for the previous year without a vote of the membership. Expenses shall include the improvements, maintenance, and upkeep of the common areas as well as the costs of notice, meetings and administration of the Homeowners Association.

(b) The maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3rds) of all members who are voting in person or by proxy, 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, except as provided in section (b) above.

Section 4. Special Assessments for Capital Improvements and Retention Pond Maintenance. 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 Areas, including the cost of maintaining Dartmouth Drive and Granite Court and the retention pond, provided that any such assessment shall have the assent of a majority 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 Sections 3 and 4. Written notice of any meeting shall be sent by ordinary mail to all lot owners at least seven (7) days prior to called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than seven (7) days nor more than thirty (30) days in advance of the meeting. At such called meeting, the presence of members, or proxies, entitled to cast fifty (50%) percent of all votes of the membership shall constitute a quorum. Business may not be conducted without a quorum present.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. and may be collected on a monthly or annual basis.

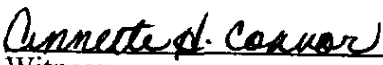
Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot of 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. The due dates shall be established by 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19th day of January, 2001.

PALANCE AND PALANCE INVESTMENTS, LLC

By: 

Robert D. Palance, Manager


Witness


Witness

RECORDED

VOL. 795 PG 478

SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

PROBATE

PERSONALLY appeared the undersigned witness who being put to oath says that he/she saw the within named Palance and Palance Investments, LLC., by Robert D. Palance, its Manager, sign, execute and deliver the within written Restrictive Covenants, and that he/she with the other witness, witnessed the same.

Annette H. Connor

SWORN to before me this
19th day of January, 2001

James J. DePaola
Notary Public for South Carolina
My Commission Expires: 01-27-10

THIS DOCUMENT WAS FILED ON:

Feb. 21, 2001 AT 3:52 pm

RECORDED: VOL. 795 PG. 470

JANICE M. REARDEN
REGISTER OF DEEDS
SUMTER COUNTY, S.C.