

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

THIS DECLARATION, made on the date hereinafter set forth by Audubon Realty Company, Inc., 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 containing 15 lots and being identified as Tudor Place, Phase IV and being more fully shown on plat thereof prepared by Edmunds Land Surveyors, Inc., dated December 10, 1992, and recorded in Plat Book 93 at Page _____ records of Sumter County. Said Phase IV of Tudor Place consisting of Lots 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44 as shown on the plat hereinabove referred.

Further, these covenants are in addition to and an extension of these covenants, conditions and restrictions previously recorded for Tudor Place, Phase I and Phase II and Phase III and said property is expressly made subject to all of the rules, requirements and By-Laws of Tudor Place Homeowners Association, in the same manner and to the same extent as are all other lots in Tudor Place Subdivision located in Phase I, Phase II and Phase III thereof.

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.

Section 1. "Association" shall mean and refer to Tudor Place Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee

simple title to any lot which is a part of the Properties, 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 hereinbefore 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 and easements (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be controlled by the Association at the time of the conveyance of the first lot is described and shown on the hereinabove referred subdivision plat as Buffer Areas or Common Areas.

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.

Section 6. "Declarant" shall mean and refer to Audubon Realty Company, Inc., its successors and assigns.

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 Areas in Tudor Place Subdivision which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the upkeep of any common area;

(b) the right of the Association to suspend the voting rights and right to use and enjoy the common area by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) 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 signed by two-thirds (2/3rds) of each class of members has been recorded.

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.

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 which is subject to assessment.

Section 2. The Association shall have 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 lot shall be exercised as they determine, but in no event shall more than one vote 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. Proxys 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 Homeowners Association at least twenty-four (24) hours before any regular or special scheduled meeting of said Homeowners Association. Any such proxys 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 four (4) 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.
- (c) 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 Tudor Place Homeowners Association.

Section 3. The Homeowners Association shall be governed by a Board of Directors of not more than eight (8) members elected by a majority of the members of the Homeowners 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 seven (7) members present.

Section 4. Notice must be given to all lot owners in writing at least seven (7) days prior to any regular or special meeting of the Homeowners 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 IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. 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 thereof. 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.

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 Areas.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be One Hundred Dollars (\$100.00) per lot. The costs or original landscaping, signage and irrigation of the Common or buffer areas are being supplied by the Declarant and such original costs will not be included as an expense in determining the amount of annual assessments. Nothing, however, shall prevent replacement costs of same from such consideration.

(a) The maximum 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. 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 fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 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 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 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.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, swimming pool, landscaping or other structure shall be commenced, erected or maintained upon any lot or the Properties defined as Common or Buffer Areas, 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 three 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.

It is the desire of the Declarant to maintain a planned landscaped yard on each lot so as to improve appearance of the subdivision. The owner of each lot will perform all of the maintenance which shall include all necessary cutting, watering, fertilizing, aerating, seeding, spraying, pruning and required replacements in a timely manner consistent with good and accepted landscaping practices and recommendations of the Architectural Review Committee. Enforcement of this provision shall be the responsibility of the Architectural Review Committee.

No renovation, remodeling, painting, resurfacing or exterior maintenance shall be made to any duplex building which has been subdivided into two single dwelling units unless approved by the Architectural Review Committee to insure conformity with adjoining units, harmony of appearance, and consideration for neighborhood aesthetics with adjoining units or dwellings.

ARTICLE VI

GENERAL PROVISIONS

1) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single or duplex family dwelling not to exceed one and two (2) stories in height. Any duplex constructed on any lot in Tudor Place

Subdivision must be constructed in accordance with the requirements of the Sumter City-County Planning Commission so that said duplex may qualify to be transferred and marketed as two single units.

2) No building, fence, landscaping or other structure or improvement of any kind shall be begun, erected or placed on any of the lots or common or buffer areas 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 shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the hereinabove referred subdivision plat. No building shall be located on any lot without prior Architectural Review Committee approval. 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. Variances may be approved by the Architectural Review Committee if said variance does not violate the laws or zoning ordinances of the City of Sumter, or a variance has been obtained from the City of Sumter.

4) Easements for installation and maintenance of utilities and drainage facilities are reserved unto the Grantor, its successors and assigns, over five (5) feet along each side line of each lot and the rear ten (10) feet thereof. Within these easements no structure or planting or other materials shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction of the flow of drainage in the easements, without approval of the Architectural Review Committee.

5) No lot may be added to, subdivided or reduced in size from that which is shown on the hereinabove recorded subdivision plat, except as provided in Section 1 of Article VI, 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 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.

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

9) 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.

10) 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. Water for the subdivision will be supplied by a public water system and at such rates and charges as shall be permitted and approved by the S. C. Public Service Commission, the City of Sumter, or the appropriate State agency controlling and regulating same.

11) 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 Sumter County Health Department. Approval of such system must be obtained from such authority before any use may be made thereof.

12) The entire area embraced in the lots and common or buffer areas which are the subject of these Restrictive Covenants, is hereby 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's nests or to shoot, hunt or trap any wild animal; provided, however, if starlings or similar birds (such as jays, or English sparrows) are found to be congregating in such numbers in a particular locality that they constitute a nuisance or a menace to health or property in the opinion of the proper health authorities of the County, then in such event, such health authorities shall meet with the representative of the Audubon Society, Bird Club, Garden Club or Humane Society or as many of such clubs as are found to exist in the County, after having given at least three (3) days actual notice of the time and place of such meetings to the representative of such clubs. If, as a result of such meeting, no satisfactory alternative is found to abate such nuisance, then such birds may be destroyed in such manner and such number as deemed advisable by such health authorities under the supervision of the Sheriff of Sumter County or the Sumter County Health Department.

13) 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.

14) The streets or roads shown on the above mentioned plat are hereby dedicated to the legal authorities for the perpetual maintenance and use by the public. No additional street or driveway shall be added to existing streets and roads by any lot owner unless approved by Declarant or its successors, designee or assigns. The Declarant, Audubon Realty Company, Inc., or its successor, reserves the right to modify lot lines, streets, drives, set back requirements and violations of set-backs when such is determined by the said Declarant to be in the best interest of the subdivision and to prevent undue hardship on owners or builders. Any such decision by Declarant, or the Architectural Review Committee shall be final.

15) 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.

16) 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.

17) No curbs or any pavement shall be broken or disturbed in any manner whatsoever, and in the event such is done intentionally or unintentionally, such property owner shall be responsible for the replacement thereof.

18) 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.

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

20) All structures on any lot shall be completed within six (6) months from the date of ground breaking, or commencement of construction whichever occurs first, unless the time is otherwise extended by the Declarant, Audubon Realty Company, Inc., or its successors or assigns, or its designated representative, the Architectural Review Committee.

21) All landscaping and decorations shall be approved by the Declarant, or its designated Architectural Review Committee. Once approved said landscaping or decorations may not be changed without the approval of Declarant or its Architectural Review Committee.

22) It is understood and agreed that the Declarant shall have full authority to change, alter or add to the hereinabove protective covenants in order to protect the value of Tudor Place Subdivision and to prevent undue hardship when such is deemed necessary and advisable at the sole discretion of the Declarant until all lots in said Subdivision have been sold.

23) No mobile homes, trailers, pre-fabricated, modular or kit homes 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 developer, and/or its Architectural Review Committee and is final.

24) No unmuffled vehicles (motor bikes, go carts, etc.) will be operated on any of the lots hereinabove named, the streets, drives or open areas of the property known as Tudor Subdivision.

25) The developer 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 which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to said electric utility company by the owner of each lot.

26) The developer, 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.

27) No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from the front facade of any home in said subdivision.

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 wise affect any other provisions which shall remain in full force and effect.

30) The owners/buyers of any lot in Tudor Place Subdivision, Phase IV, or any part of a lot in said Subdivision acknowledge and agree that during their ownership,

they and their successors in title, shall be responsible for the maintenance and repair of the duplex common areas serving both sides of said duplex, where a duplex is constructed on any of the lots in said subdivision. It is specifically agreed that the owner(s) will be responsible for the maintenance and repair and replacement of the roof and any other outside, or common interior or exterior materials associated therewith. Easement is granted to each owner or owners of the said unit/lot, or any portion thereof, for access for the purposes of making such repairs, inspections, maintenance and/or replacements as are necessary to preserve, repair and maintain said property. When repairs affect both units, where a duplex is constructed on said lot, such repairs shall be made at such time and in such a manner as the unit/lot owner(s) jointly agree. In the event of a dispute as to the necessity of repairs, or the means or manner in which said repairs are to be accomplished, such agreement shall be settled by submitting the question to three arbitrators. The three arbitrators shall all be licensed home builders in South Carolina. All costs of arbitration shall be borne by each unit/lot owner equally, except for failure to abide by this agreement, in which case costs shall be assessed against the party violating said agreement. Each of the unit/lot owner(s) shall select one arbitrator and the two arbitrators shall select a third arbitrator. The decision of any two of the arbitrators shall be final and shall be binding upon any owner of any lot, or portion of a lot, in said subdivision hereinabove referred. Should any unit/lot owner fail to designate an arbitrator, when required, or fail to comply with the terms and conditions herein, or should a dispute arise for any reason, then the other party (unit/lot owner) requesting arbitration in order to comply with this provision, may recover any costs, including attorney's fees and costs, associated with requiring the offending unit/lot owner to comply with this agreement.

This MAINTENANCE AGREEMENT is made a part of these restrictive covenants and shall be binding upon all owner/buyers of any unit/lot in Tudor Place Subdivision, Phase IV, and any and all subsequent owners of any such lot, or part of lot, on which a duplex is constructed, and same shall be binding upon the owner(s) and their heirs, administrators, executors, personal representatives, successors and assigns for so long as said property shall be used and maintained as a duplex housing unit. Any conveyance of any lot, or part of any lot, in Tudor Place, Phase IV, shall be subject to this Maintenance Agreement.

31) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20)

STATE OF SOUTH CAROLINA)

APPROVAL AND ACCEPTANCE

COUNTY OF SUMTER)

The herein described property is accepted into the Tudor Place Homeowners Association with the same rights and obligations as all other lot owners in Tudor Place Subdivision, Phase I, Phase II and Phase III.

Witness its hand and seal this _____ day of _____, 1993.

Witness

Tudor Place Homeowner Association

Witness

By: _____
President

By: _____
Secretary

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF SUMTER)

PERSONALLY appeared the undersigned witness who being put to oath says that he/she saw the within named Tudor Place Homeowners Association, by the above named officers thereof, sign, execute and deliver the within written Declaration of Covenants, Conditions and Restrictions, and that he/she with the other above named witness, witnessed the execution thereof.

SWORN to before me this _____ day of _____, 1993.

Notary Public for South Carolina. My Commission Expires: _____