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Lexington County R.O.D. Debra M. Gunter  
RESTRICTIONS Bk:Pg 12386:129

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )  
 )  
DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR RIDGE POINT  
SUBDIVISION PHASE II

This Declaration made on the date hereinafter set forth by RR & C, LLC, hereinafter referred to as "Developer". The term "Grantee" hereinafter shall refer to the person or persons to whom a deed is titled and delivered. For remainder of this document, Developer may also mean Architectural Review Board and or Nominee.

WHEREAS, Developer, in order to maintain the value and integrity of said lands, desires to subject said lands to the covenants, restrictions, conditions, and easements hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every owner of any and all parts thereof:

NOW, THEREFORE, Developer for itself, it's successors and assigns, hereby imposes that covenants, conditions, restrictions and easements hereinafter described, which easements shall be perpetual in duration unless otherwise provided, on the above described lands owned by the Developer, and which shall run with the title so said lands and shall be binding upon and insure to the benefit of all parties having any right, title or interest in said lands or any part thereof, their heirs, personal representatives, successors and assigns, and shall insure to the benefit of each owner thereof.

NOW, THEREFORE, acceptance of a deed to any lot constitutes agreement to the provisions of this article by Grantee, Grantee's successors or assigns.

(a) The Developer or nominee shall be responsible for enforcement of these covenants until such time as all lots in the subdivision are sold. At that time, the Developer will advise at least a simple majority, fifty-one (51%) percent of property owners in the formation and organization, of a Homeowners Association.

Upon official registration of the Association with the appropriate agency, the Association will be responsible for enforcement of these covenants from that time and forever.

(b) All lot owners will, at the time a deed is delivered, pay to the Developer or its assigns, a one-time membership initiation fee in the amount of Seventy-five (\$75.00) Dollars. Additionally, all property owners will pay an annual membership fee of Seventy-five (\$75.00) Dollars to the Developer or its assigns until official recognition of the Homeowner's Association and thereafter will pay same to such Association. The annual fee is to be prorated as follows: Six Dollars and Twenty-five cents (\$6.25) per month starting with the first full month after delivery of deed to property and being due at delivery of such deed. Annual dues for the first full year are due and payable not later than January 15<sup>th</sup> of that year. The Developer or its assigns reserve the right to increase the annual fee if it is necessary to do so. Any fees not paid when due will be subject to a late fee of ten (10%) percent per month if not paid by February 1<sup>st</sup> of the year they are due.

(c) All fees collected under this provision will be receipted and accounted for using accepted accounting practices and will be held in reserve for the express purpose of supporting the maintenance and beautification of all common areas within the subdivision and for any other purposes deemed appropriate by the Association. Upon recognition of Association and official appointment of Association officers, the Developer will turn over all funds collected under this provision and accounting records supporting all collections and expenditures (if any) to the appropriate Association official.

(d) All funds collected under the initiation fee provision by the Developer, after recognition of the Association and after appointment of Association officials, will be turned over by the Developer to the appropriate Association official within ten (10) calendar days after such collection. Appropriate records shall accompany such funds.

1. Architectural Review Board

No building, fence, basketball goal, doghouse, gazebo or any other structure of any kind shall be begun, erected or placed on said lot until the building plans, specifications, design and plot plan showing the location of such building, fence, basketball goal, doghouse, gazebo or structure on the lot in question have first been approved by Developer or developer's nominee or some other person or persons designated by the Developer in writing. As to conformity in size, type and quality, and as to harmony of design with the proposed or existing structures in the general area, and as to location of the building, fence, basketball goal, doghouse, gazebo or structure with respect to topography and ground elevation; also, all plans and budget for landscaping said lot are to be approved in writing by Developer, or his nominee, as aforesaid. The approval or disapproval as required in these covenants shall be in writing. In the event the Developer, or his nominee shall fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to the Developer, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

2. Minimum Set-Back

No building, other structure or any improvement shall be located on said lot within five (5') feet of the sidelines or fifteen (15') feet combined, within thirty (30') feet of the front line and within ten (10') feet of the rear line.

3. Timeliness of Construction

Construction of the house shall take no longer than twelve (12) months. The time period shall start when the foundation or basement is dug and end when the later of these two occurs: Exterior of the house is complete or the landscaping of the lot. Construction shall start within two (2) years of closing on said lot.

4. Construction Trash

At all times during construction there shall be located on the lot trash cans and other suitable containers and areas for disposing of debris. THE OWNER MUST SEE THAT HIS GENERAL CONTRACTOR AND SUBCONTRACTORS KEEP THE CONSTRUCTION SITE CLEAN AT ALL TIMES.

5. Maintenance

Maintenance and general upkeep of the lot and improvements is required. If the appearance of the lot and improvements begins to lower the quality and harmony of the subdivision, the Developer or his Nominee will notify lot owner in writing and give lot owner fifteen (15) days to rectify any problems and if lot owner fails to act within fifteen (15) days, the Developer or his nominee has the right to subcontract maintenance and general upkeep for the lot owner. The lot owner will bear these expenses. The said lot much also be maintained at the same level or better than it was at the purchase date until construction begins.

6. Definitions

"Lot" shall mean and refer to any plot of land, other than road areas, shown on a recorded subdivision plat or individually platted lot of the property, and upon which a dwelling has been or may be constructed.

7. Use of Lot

(a) All lots sold by the Developer are for single family residential purposes only, provided, however, a house may contain an apartment for a member of the immediate family of the owner-occupant of said house or a garage apartment located on the lot may be occupied by a member of the immediate family of the owner-occupant. No structure other than a single family residence, garage, patio wall, or in-ground swimming pool may be erected, placed or maintained on any such lot. No detached buildings of any type are permitted unless specifically addressed herein or approved by Developer or nominee. No lot shall be subdivided, provided however, the Developer reserves the right to change lot lines if necessary.

(b) Detached garages are permitted but must have the approval of the Architect Review Board and must meet setback requirements, whether built at time of, or subsequent to construction of residence. Garage floor area may not be used for living quarters.

8. Dwelling Quality and Size

(a) No dwelling shall be erected on any lot having less than One Thousand (1,000) square feet of heated area. All homes with garages must have side entrances unless lot or building design dictate otherwise. All garages opening on front of the dwelling must have automatic door opener and closure and must be kept closed except for specific use as when entering and exiting.

(b) All driveways shall be constructed of concrete unless otherwise approved by the Developer.

(c) No storage tanks, except propane tanks which must be shielded from view from the front of the house, or similar facilities of whatever type or for whatever purpose, may be installed above ground.

(d) Small structures such as doghouses, child's playhouse, pool house or greenhouse may be placed on a lot only with the approval of the Developer. No such structure shall be erected on the lot prior to construction of the residence dwelling. No above ground pools are permitted except small inflatable or similar kiddie pools that are temporary in nature.

9. Miscellaneous

(a) All residences must have the same type and color mailbox which must be mounted on the same type post. This will be contracted out to an independent contractor selected by Developer. Trash cans must be of the same size and color and must have closeable lids. Specifications will be provided initially by the Developer. All trash or rubbish must be kept in like containers and such containers must be stored out of view. Except when trash is being picked up and then must be returned to storage area at the end of the day.

(b) All such fencing must be in good taste and must be maintained in good repair. No fence shall be erected from the house to the street nor shall any fence be more than six (6') feet in height.

(c) Satellite dishes up to approximately twenty-four (24") inches may be installed so as not to be visible from the street. All satellites must be approved by Developer. No ham radio or other antennas for whatever purposes may be installed.

(d) Recreation facilities such as swings, sliding boards, etc., are permitted but must be located behind the residence. Basketball goals may not be mounted anywhere on the residence or garage structure but must be mounted on a pole designed for this specific purpose. All such facilities must be in good taste, must be maintained in good repair.

(e) Signs only of a temporary nature may be placed on a lot after completion of residence structure. Signs must be neat in appearance and may not exceed six (6) square feet in area. Signs may be used to advertise a residence for sale or rent, or a garage sale. No other signs are permitted on a lot. Signs may be placed on the front and/or rear of a lot. All signs must be removed promptly after serving the purpose for which they were intended. No signs may be placed on streets, easements, or other common areas without written permission of the Developer.

(f) The Plumbing in all homes must have PVC/CPVC pipes. No copper pipes will be allowed.

10. Lawns and Landscaping

All improved lots shall be FULLY planted with grass on the front and sides with the rear being stabilized and approved by the Developer or nominee, prior to owner occupying residence. No stone, gravel or concrete shall be used as a lawn, except in an incidental decorative manner. Each owner shall be responsible for and shall maintain all landscaping, parking areas, structures and grounds located on each lot in good condition and repair and in a neat and attractive manner. Front yards shall be sodded and landscaped prior to residence being occupied; side and rear yard must be grassed and landscaped within one (1) year of same date.

11. Clotheslines

No clotheslines shall be allowed except in the backyard.

12. Noxious or offensive activity

No noxious or offensive activity shall be carried on upon said lot. Residents shall not use powered two, three and four wheeled vehicles in a manner which will disturb other residents. Same vehicles may not be driven on side walks.

13. Parking

(a) Residents must include in their house plans sufficient paved parking on their lots to accommodate all authorized vehicles. No street parking is permitted except where driveway space will not accommodate temporary guests' vehicles. No parking on lawns is permitted.

(b) Only cars intended for and currently in use as passenger vehicles and trucks no larger than the standard pickup truck will be allowed on residential property. Boats or other vehicles may be kept on lots so long as they are kept in completely enclosed garages with the door closed. All other vehicles of any type, i.e., motor homes, campers, and trailers of any type or size, must be parked in the rear of the property out of plain view.

14. Pets

Pets are permitted so long as they are not noise, odor, or other nuisance to neighbors. No running leashes or cables may be used. Not more than two (2) dogs and/or cats shall be kept on a single family building lot for the pleasure and use of the occupants thereof, but not for any commercial or breeding use or purpose. If, in the opinion of the Developer or nominee, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they shall not thereafter be kept on the lot. No livestock or poultry of any kind shall be raised, bred or kept on any lot.

15. Street Lighting

The Home Owners Association will pay for the street lighting on behalf of each homeowner

and will be reimbursed from each homeowner through the association dues.

16. No firearms, pellet guns, sling shots or BB guns may be fired or used on any lot, street, or easement in the subdivision.

17. Developer or nominee may proceed to enjoin or to take other legal steps against Grantee's successors, and assigns, to prevent the violation or attempted violation of any provisions of this deed. Developer's nominee is entitled to collect reasonable attorney's fees and all other expenses incurred by the nominee in any legal action. Developer is under no obligation to institute any such proceedings, although Developer reserves the right to do so.

18. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument is signed by the majority of the lot owners agreeing to change said covenants in whole or part.

19. Nothing in these covenants or restrictions shall be construed as requiring Developer to bear any expenses as to any activity or installation conducted, required or imposed with respect to any land acquired from Developer. Developer is expressly under no obligation to provide or install any utilities within any part of the subdivision other than water, sewer, electricity and telephone access.

20. Developer or nominee reserves the right to change the restrictions contained in Paragraph Two (2) above, for the unintentional violation of same, but such change shall not exceed twenty (20%) percent of such building line restrictions.

21. These covenants and restrictions may be revised, revoked, substituted, amended, modified or otherwise altered by the Developer or nominee and the Grantee, Grantee's successors and assigns.

22. Developer hereby names *David L. Lucas, Sr.* as Developer's nominee. If for any reason he is unable or unwilling to serve, the following are named as substitutes in the order named: *Ronald L. Bracebridge*. Developer further names *David L. Lucas, Sr.*, *Ronald L. Bracebridge* and *Lester C. Lucas, Jr.* to constitute the Architectural Review Board. Developer further reserves the right to revoke these designations and to name some other person or persons in writing.


23. Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

In Witness whereof, *RR & C, LLC*, has executed this Declaration of Covenants this 3<sup>rd</sup> day of October, 2007.

WITNESSES


RR & C, LLC

By:   
David L. Lucas  
Its: MEMBER


STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

PROBATE

Before me personally appeared Gwen S. Shuler and made oath that s/he saw the within named RR & C, LLC sign, seal and as its act and deed deliver the within written Declaration of Covenants; and that s/he with E. Danny Scott witnessed the execution thereof.



SWORN TO and subscribed before me  
this 3rd day of October, 2007.

  
NOTARY PUBLIC OF SOUTH CAROLINA  
My Commission Expires: January 12, 2014





ACKNOWLEDGMENT

COUNTY OF LEXINGTON )

I, CRYSTAL GRAHAM )

Notary Public for the State of South Carolina, do hereby certify that RR&C, LLC by David L. Lucas, its member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 9<sup>th</sup> day of June 2009.

Crystal Graham

Notary Public of South Carolina

My Commission expires: 1/27/14

EXHIBIT A

All those certain pieces, parcels, and lots of land, together with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated on that certain bonded plat of RIDGE POINTE SUBDIVISION – PHASE 2A prepared by Carolina Surveying Services, Inc. dated June 8, 2007 and recorded October 12, 2007 in the Office of the Register of Deeds for Lexington County in Plat Oversized Book 12399 at page 323 and Plat Slide 983 at page 8.

Said pieces, parcels and lots having such size, shape, dimensions, and boundaries as will by reference to said plat more fully appear.

TMS No.: Portions of 008900-02-003, 008900-02-004, 008900-02-099, 008900-02-100