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For Recording Send To:

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**DECLARATION OF COVENANTS, RESTRICTIONS,
CONDITIONS, LIMITATIONS, EASEMENTS, AND
AFFIRMATIVE OBLIGATIONS APPLICABLE TO
SINGLE-FAMILY RESIDENCE AREAS IN
BROOKSIDE, A SUBDIVISION
IN YORK TOWNSHIP, YORK COUNTY, S.C.**

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ARTICLE I - RECITAL OF PURPOSE

Brookside Development Company of York County, LLC of York County, South Carolina, (hereinafter referred to as the "Declarant") is the holder of title in fee simple to the subdivided tracts of land described in Exhibit "A" of this Declaration, all of which are part of a subdivision known as "BROOKSIDE" (hereinafter sometimes referred to as the "subdivision"), situated in York Township, York County, South Carolina. Declarant desires and intends by this Declaration to create an enforceable plan of covenants and restrictions to control the development, improvement, and use of the subdivided tracts of land described in Exhibit "A," and of any contiguous and surrounding property which hereafter may be subjected to this plan of land use in accordance with the provisions of Article III.

ARTICLE II - DEFINITIONS

Certain terms when used in this Declaration shall have the following meanings unless the context clearly requires a different meaning:

2.1 The term "lot" shall mean any numbered parcel of land shown on a recorded plat of a subdivided section of land which is now or hereafter subjected to the covenants and restrictions set forth in this Declaration.

2.2 The term "Declaration" shall mean this instrument when it is used without other reference or identification.

2.3 The term "these covenants" shall mean all of the covenants, restrictions, conditions, limitations, easements, and affirmative obligations set forth in this Declaration.

2.4 The term "BROOKSIDE" shall mean a certain residential subdivision in York Township, York County, South Carolina, to be developed by the Declarant, and initially to be composed of the subdivided tracts of land described in Exhibit "A" of this Declaration.

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2.5 The term "Declarant" shall mean Brookside Development Company of York County, LLC, as the owner and developer of BROOKSIDE and the declarant of these covenants and restrictions.

2.6 The term "The BROOKSIDE Architectural Review Committee" (hereinafter referred to as the "Architectural Review Committee") shall mean that body of individuals to whom Declarant may delegate its rights to exercise prior approval over all houses, structures, and improvements erected, placed, or altered in BROOKSIDE.

ARTICLE III - IMPOSITION OF COVENANTS

Declarant, by executing and entering this instrument of record, publishes and declares that the subdivided tracts of land which are described in Exhibit "A" shall hereafter be owned, occupied, used, conveyed, encumbered, leased, and improved in accordance with the covenants, restrictions, conditions, limitations, and affirmative obligations set forth in this Declaration, all of which shall be deemed covenants and obligations running with the land.

ARTICLE IV - GENERAL COVENANTS, RESTRICTIONS, AND EASEMENTS

4.1 All lots affected by these covenants shall be used for residential purposes exclusively. The only structures to be erected, altered, placed or permitted on any lot shall be one (1) single-family detached dwelling, and one (1) detached garage; except that a lot owner may petition the Architectural Review Committee for permission to erect a detached storage building, which must meet the following minimum criteria: (1) lot owner must submit plans to the Architectural Review Committee in accordance with Paragraph 4.4 below in advance of placing any detached storage building on a lot, (2) the siding material must be similar in color and composition to the home, (3) the roof must have a similar pitch, similar materials, and similar color as that of the home, (4) the storage building must have a suitably constructed floor system and/or foundation, (5) the maximum size of any such storage building shall be one hundred (100) square feet (e.g., 10' x 10'), (6) any such detached storage building shall be placed behind the house and not inside yard areas that are highly visible from the street, and (7) any such detached storage building may not be located nearer than five (5') feet from any neighboring property lines.

4.2 All construction on lots in the subdivision shall meet all applicable building codes or other statutes or other regulations governing such construction.

4.3 Notwithstanding the provisions of Paragraph 4.1, the owner of any lot affected by these covenants may use a portion of the residence erected on the owner's lot as a business and/or an office, but only if such usage: (1) does not create or result in unreasonable customer or client traffic to and from the lot, (2) does not result in parking on the public street or on the property of other lot owners, (3) does not result in the maintenance of visible storage of materials on the owner's lot, (4) in no way interferes, as determined in the sole discretion of Declarant, with the rights of other lot owners in the subdivision, and (5) is not prohibited by any applicable law or regulation (city, county, state, or federal). Furthermore, houses may be used as models for sales promotion, and such usage shall not be prohibited by Paragraph 4.1 above.

4.4 No house, garage, building, screen, fence, porch, swimming pool, pet pen/house, or structure of any kind shall be erected, or altered subsequent to being erected, upon any lot until the proposed plans (including front, side, and rear elevations), specifications (including a complete description of all materials), exterior colors and finishes, and site plan (including the site location of any proposed building or structure, as well as patios, driveways and parking areas) have been approved in writing by the Architectural Review Committee. The plans, specifications, and site location of any proposed improvements may be rejected or conditionally approved upon any reasonable grounds which the Architectural Review Committee in its sole discretion shall deem desirable for the orderly, harmonious, and aesthetic development and use of land in the subdivision. One copy of the proposed plans, specifications, and plot plan shall be submitted to the Architectural Review Committee for review and for retention with its permanent records. If the Architectural Review Committee fails to grant, deny, or conditionally approve proposed plans within thirty (30) days following receipt of all items required by this paragraph, the provisions of this paragraph shall be deemed to have been waived and approval shall be deemed to have been granted.

4.5 No house will be approved for construction by the Architectural Review Committee unless it is designed to contain a minimum of sixteen hundred (1,600) square feet of heated interior space if constructed upon a single level, and eighteen hundred (1,800) square feet of heated interior space if constructed upon two levels. The term "heated interior space" shall not be interpreted to include garages, accessory buildings, terraces, decks, open or screened porches, and any basement or upper level which is not actually served by heating and air conditioning, and is not accessible to the main living areas by an interior, permanent, fixed stairway. In addition to the minimum square footage requirements herein set out, each lot in the subdivision shall

be subject to the following building requirements:

- a. Driveways shall be paved with concrete or asphalt.
- b. Garages shall be enclosed and shall have garage doors. Garages must be of the same material (sides and roof) as the residence. Garages can be attached or detached.
- c. Foundations must be brick, stone, or painted block. The exterior walls of all buildings erected shall be constructed principally of brick, stone, glass, stucco, vinyl, or wood siding. No cinder blocks, cement blocks, asbestos siding or artificial brick siding shall ever be exposed.
- d. Roof pitches may not be less than 5/12. Main house pitches: 6/12 on Ranch Homes, 12/12 on Cape Cods, 5/12 on additions (i.e., porches, garages, etc.). Ranch homes must have at least forty (40%) percent of total length of homes broken by a different Gable or roof pitch (e.g., Raised Roof, Granny Porch, or Gable Porch). Cape Cod styles (1 1/2 stories) must have at least two dormers if the home has no porches on front. Two-story homes must have some type of porch.
- e. The construction of each dwelling shall be completed within twelve (12) months from the date of the issuance of the building permit.

4.6 No mobile home, or house trailer, or structure of a temporary character, shall be placed on any lot at any time, either temporarily or permanently, except for construction trailers and sheds during the actual construction of improvements thereupon. No structure of a temporary character, including trailers, campers, tents, and shacks, and no basements or garages, shall be used on any lot at any time as a residence, either temporarily or permanently.

4.7 No lot shall be subdivided, nor its boundary lines altered, except with the prior written consent of Declarant. However, the right is reserved to Declarant to replat any lot or lots owned by it and shown on plats of subdivided sections made subject to these covenants, together with the right to relocate easements, roads, streets, walkways, bridges, parks, open space areas, recreational facilities, and other amenities to conform to the revised boundaries of the replatted lot or lots. In no event shall lot boundaries be altered such that any new lot is more than fifty (50%) per cent smaller in total area than the smallest lot on the initially recorded plat of that subdivided section. The provisions of this paragraph shall not prohibit the combination of two (2) or more contiguous lots into one

(1) larger lot. After the combination of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in application of these covenants. In all other cases where lot boundaries are altered by or with permission of Declarant, easements along original lot lines shall be deemed extinguished and replaced by similar easements running along the revised lot lines.

4.8 No nuisance, or noxious, or offensive activity shall be conducted on any lot. Nor shall anything be done on any lot tending to cause embarrassment, discomfort or annoyance to the neighborhood. No plants, animals, machines, or devices of any kind whose normal activity or existence is dangerous, unsightly, unsanitary, or unpleasant shall be maintained on any lot. Animals owned by a lot owner or kept upon any lot shall be so confined or restrained as not to go beyond the boundaries of such lot.

4.9 Every lot owner shall bear the affirmative duty of maintaining his lot in a clean and attractive manner and preventing his lot and residence from becoming unkempt, unsightly, or unclean, and thus detracting from the beauty and setting of the subdivision. It shall be the responsibility of each lot owner to provide permanent ground cover (landscaping, replanting of grass, fertilizing, etc.) over all disturbed areas within thirty (30) days of any ground disturbing activities. No lot shall be used or maintained as a dumping ground for rubbish, or as a storage area for junk automobiles. All trash, garbage, or other waste, shall be kept in sanitary containers which are to be stored out of view from the front of the property.

4.10 In order to assure that every building or structure will be located such that views, privacy, and ventilation will be maximized to the extent practicable for all residences, no building shall be located on any lot closer than twenty-five (25) feet to any front street right of way line, nor nearer than ten (10) feet to any side lot line, nor nearer than twenty-five (25) feet to any rear lot line. Declarant, in Declarant's sole discretion, may waive or vary the requirements of this paragraph if strict enforcement thereof would result in undue hardship on any lot owner.

4.11 No fence whatsoever shall be erected, placed, or permitted to remain any closer to the front property line than the front line of the home constructed on the lot. In no event shall rear yard fencing exceed a height of six (6') feet. Preferred fencing material is wood. Chain link fences are not permitted. Fences must be properly maintained and kept in good repair.

4.12 There shall be no clear-cutting of trees on any lot in the subdivision without the express written permission of the Architectural Review Committee. Any cutting of trees shall be approved in advance by the Architectural Review Committee.

4.13 Declarant reserves unto itself, its successors, assigns, and licensees, a perpetual and assignable easement and right of way on, over, and under every lot, extending ten (10) feet in width along the front and rear boundary lines and five (5) feet in width along each lateral boundary line of each lot, to be used for installation, operation, and maintenance of electric and telephone wires, cables, conduits, and accessory equipment, for water and sewerage pipes, mains, pumps, and related facilities, for storm drainage and drainways, for gas lines, for sidewalks, and for use or conveyance of other utilities serving the public convenience. The easements reserved hereby shall expressly include the right to cut or trim trees, bushes, or shrubbery, to grade ground surface areas, to cut ditches and trenches, and to take similar actions reasonably necessary to provide safe, economical, and attractive utility services. Declarant further reserves the right to locate wells, pipes, pumping stations, collection basins, and mains within the subdivision in any open space or on any common property, or upon any private lot with the permission of the owner.

4.14 All electric and telephone service lines connecting houses with distribution and main transmission lines shall be installed underground. It shall be the lot owners responsibility to locate all underground utility lines before the beginning of any ground disturbing activities.

4.15 The following activities are specifically prohibited within the subdivision:

- a. The use of any firearms, or fireworks whose discharge is not permitted within the County of York.
- b. The maintenance of any trade or business activity, except as provided in Paragraph 4.3 above.
- c. The keeping or maintenance of any livestock or any animal not generally considered a household pet, or the keeping or maintaining of any animal or animals in such a manner as to cause a nuisance or disturbance to the subdivision.
- d. The erection or maintenance of any sign or billboard;

provided, however, that one (1) "for sale or for rent" sign not exceeding six (6) square feet in size may be used for the marketing of lots or residences; and, political signs are permitted provided they are not placed on the lot prior to sixty (60) days before the election and provided that they are removed within two (2) days following the election.

e. No tractor-trailer cabs or trailers shall be parked on any street or lot within BROOKSIDE, except for loading and unloading. No recreational vehicle of any type, no camper of any type, no boat or boat trailer of any kind, or any other similar vehicle, shall be parked on the street or nearer to the street than the front or side building setback lines. Vehicles are only to be parked or stored on the part of the lot improved for that purpose, i.e., garage, driveway, carport, or parking pad.

f. No satellite dish, or other equipment or device for the receiving or transmission of communication or electronic media, whether a radio, television, or other media, shall be permitted on any lot, except for one external satellite dish no larger than two (2) feet in diameter. Such dish shall be located so as not to be visible from the street which the house faces. Declarant or the Architectural Review Committee may waive or vary the requirements of this paragraph upon such terms as may be deemed appropriate provided that the prohibited structure is so located or concealed that it will not detrimentally affect the aesthetic beauty of the subdivision.

g. Outside clothes lines.

h. The maintenance or keeping of storage tanks and swimming pool filtration equipment which may be seen from the street.

4.16 All mailboxes shall be located at the street, unless otherwise required by the United States Postal Service. Mailboxes shall be located in height and distance from the street in accordance with requirements of the United States Postal Service. Mailboxes and supports shall be of a single type and color, fabricated to the design established by Declarant or by the Architectural Review Committee.

4.17 No private water wells may be drilled or maintained on any lot.

4.18 By the purchase or ownership of any interest in any lot which is subject to these covenants, any owner thereof acknowledges and

agrees that there is no adequate remedy at law for the enforcement of these covenants and that any of these covenants may be enforced by appropriate action for injunctive relief, including mandatory injunctive relief, commenced in the Court of Common Pleas for York County, South Carolina. Such owner further agrees that the prevailing or successful party in any such action shall be entitled to recover, and have the Court award, reasonable attorney's fees and costs associated with such action.

ARTICLE V - ARCHITECTURAL REVIEW COMMITTEE

5.1 The Architectural Review Committee shall be composed initially of those persons appointed by Declarant. As the development progresses, Declarant, in its discretion, may enter into an agreement or arrangement with representative lot owners, realtors, building contractors, and other qualified and interested persons, and may change the composition of the Committee to include such persons. If it so chooses, Declarant may delegate any part, or all of the discretionary authority and rights of review and approval reserved to Declarant in this Declaration to the Architectural Review Committee.

5.2 The membership of the Architectural Review Committee shall be no less than three (3) in number. The number of members and the term of each shall be decided by Declarant. The Committee shall elect from among its members a Chairman and a Secretary. Minutes of meetings shall be recorded. All material decisions of the Committee shall be communicated to the parties affected in writing. The Committee from time to time may adopt procedures and regulations, consistent with these covenants, for the administration of its business. All such regulations shall be reduced to writing and publicized or made known to all affected thereby. The Committee shall meet at regular intervals to be determined by the members.

5.3 In its review and approval of proposed construction in the Subdivision, the Architectural Review Committee may require: (i) preliminary submission of floor plans, site plans, and elevations; (ii) stake-out of the house or structure on the lot; (iii) landscaping plans; (iv) final submission of working drawings, specifications, exterior materials and color selections; (v) construction schedule; and, (vi) any other documents or material related to construction in the subdivision. The Architectural Review Committee shall have full discretionary authority to approve, reject, or conditionally approve any of the foregoing on any reasonable grounds related to development or preservation of orderly, harmonious, aesthetic, and environmentally sound conditions in the subdivision.

ARTICLE VI - FEES AND ASSESSMENTS

6.1 The owner or owners of any lot in the subdivision shall pay an annual fee of One hundred dollars (\$100.00) per year per lot for the maintenance of any common signage, utilities, amenities, or services provided for the use or benefit of the entire subdivision, including by way of example, but not limited to subdivision entrance signs, street lighting, and common landscaping. Such annual fee shall be due and payable on or before July 1 of each calendar year. Such fee shall be due and payable upon the purchase of a lot, and shall be prorated from the date of purchase through June 30 immediately following. Such fee may be increased or decreased by the consent in writing of the owners of a majority of the lots in the subdivision. Such fee shall constitute a lien on each lot until paid. Notwithstanding any of the foregoing, it is provided that Declarant will pay for initial street lighting and sign maintenance through June 30, 1999, and that Declarant shall have no obligation to pay annual fees for lots owned by Declarant until July 1, 1999. Notwithstanding anything contained in this Declaration to the contrary, it is provided that, from July 1, 1999 through June 30, 2003, Declarant's maximum liability for annual assessments shall be the sum of Three Thousand Five Hundred and no/100 (\$3,500.00) Dollars per year, and that, after July 1, 2003, Declarant shall have no liability whatsoever for annual assessments, regardless of the number of lots owned by Declarant.

6.2 By the consent in writing of a majority of the owners of lots in the subdivision, the owners may make such assessments for such common uses, amenities or services as the owners may agree upon. Such assessments shall constitute a lien on each lot until paid.

ARTICLE VII - ACCESS TO LAND TRUST PROPERTY

Declarant has transferred or will transfer the approximately 39.04 acres of land designated on the subdivision plat as being in the flood plain to a land trust, subject to the reservation of easements. Each lot owner shall have the right to access such land trust property by perpetual easement for ingress and egress as shown on a plat of the subdivision.

ARTICLE VIII - GENERAL PROVISIONS

8.1 All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding upon all persons, firms, and corporations owning any interest in the lands now or hereafter affected by this Declaration for a period of

twenty-five (25) years from the date on which this Declaration is entered of record. On the twenty-fifth anniversary date of the recording of this Declaration, all covenants, restrictions, and affirmative obligations set forth in this instrument shall be automatically extended for successive periods of ten (10) years each, unless at the termination of any subsequent ten (10) year period, an amendatory Declaration is filed of record changing these covenants in whole or in part. These covenants may be amended, in whole or in part, at any time prior to a specified termination date by written Declaration setting forth the amendments, revisions, or deletions to be implemented, and signed by the owners of more than fifty (50%) per cent of all lots. Any such amendatory declaration, if duly adopted and signed by the requisite majority of lot owners, shall become effective upon the date of recording. It is specifically provided, however, that so long as Declarant or its successor as developer own more than fifty (50%) per cent of the lots or land in acreage which is subject to these covenants, or which may be later subjected to these covenants, Declarant, or its successor as developer, shall be considered to own more than fifty (50%) per cent of all lots in the subdivision. It is further specifically provided that so long as Declarant, or its successor as developer, owns any parcel or lot in any tract subjected to these covenants, these covenants may not be amended in whole or in part without the written consent of Declarant, or its successor as developer, to any amendatory Declaration. Every purchaser of a lot affected by these covenants shall be deemed to agree thereby that the covenants and restrictions of this Declaration may be amended, extended, or terminated as provided in this Article. The provisions of this paragraph shall not apply to easements or open space areas which are reserved or dedicated in perpetuity.

8.2 The covenants, restrictions, and affirmative obligations set forth in this Declaration may be enforced by any appropriate action at law or proceeding in equity, including injunctive relief, against any person violating or attempting to violate any covenants, restrictions, or affirmative obligations imposed hereby. Such action or proceeding may be brought by Declarant, its successors and assigns, or by the owner of an interest in any property now or hereafter made subject to this Declaration. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and costs as determined by the Court. The failure to enforce any right or restriction contained in this Declaration, however long continued, shall not be deemed to waive or bar the right of enforcement as to such right or restriction in the future.

8.3 Declarant reserves the right to subject other properties to

this Declaration by filing of record a supplementary declaration describing any additional property to which these covenants, restrictions, easements and obligations are to be extended. In each such instance, Declarant reserves the right to modify and limit these covenants, and to add further covenants to be applicable to the additional property. No representation is made or intended that any adjoining or surrounding properties not specifically included within the subdivision as provided herein will be developed in the same manner or scheme as this Subdivision.

8.4 All rights, powers, and authority reserved in this Declaration to Declarant shall be assignable and delegable, and shall inure to the benefit of any successor or assign.

8.5 Should any covenant, restriction, obligation, provision, section, sentence or term contained in this Declaration be found void, illegal, invalid, or unenforceable by any Court of competent jurisdiction, such judgment shall in no way affect, lessen, or invalidate any other provision of this Declaration, all of which are considered severable and shall remain in full force and effect.

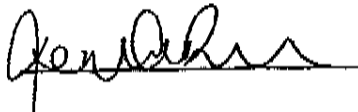
IN WITNESS WHEREOF, Declarant has set its hand and seal this 14th day of December, 1998.

WITNESSES:

Brookside Development Company of York County, LLC



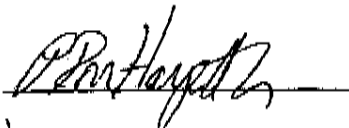

BY: Brenda H. Love, Member



STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

PERSONALLY appeared before me the undersigned witness and made oath that s/he was present and saw the within-named Brookside Development Company of York County, LLC, by and through Brenda H. Love, its authorized Member, sign, seal and, as its act and deed, deliver the foregoing Declaration of covenants; and that s/he with the other witness signing above witnessed the execution thereof.

SWORN to before me this 14th
day of December, 1998



Brenda H. Love (L.S.)
Notary Public for South Carolina
My Commission Expires: 08-12-06

EXHIBIT A

All that certain piece, parcel or lot of land, with any and all improvements thereon, lying, being and situate in York Township, York County, South Carolina and being designated on that certain 20.850 acre parcel shown on plat entitled "Lots 1-31, 47-48 & 58-70 of BROOKSIDE SUBDIVISION," prepared on August 21, 1998, by Baird Engineering, Inc., Joe H. Baird, SCPELS, and recorded on December 3, 1998, in Book B-41, at Page 7, in the Office of Clerk of Court for York County, South Carolina, which plat is incorporated herein by reference and having such metes, bounds, courses and distances as by reference to said plat will more fully appear.

DERIVATION: This being a portion of the property conveyed to Declarant by deed from the Estate of Carry P. Jones (A/K/A Carrie P. Jones), dated January 17, 1997, and recorded January 21, 1997, in Record Book 1747 at Page 170 in the Office of the Clerk of Court for York County, South Carolina.