

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

DECLARATION OF RESTRICTIVE
COVENANTS

COPY

ASHFORD ON THE WATER
SUBDIVISION

I. Recital of Purpose

C.H.A. Development, a South Carolina Limited Liability Corporation (herein called *Owner, Developer and/or 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 ASHFORD ON THE WATER SUBDIVISION (herein called *subdivision*) situated in Fort Mill Township, York County, South Carolina and will develop and improve certain lots located in the aforementioned subdivision. 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 recorded in Plat Book B-95, at page 10.

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 the recorded plat.
- 2.2 The term *declaration* shall mean this instrument.
- 2.3 The term *covenants* shall mean all of the covenants, land use restrictions, conditions, limitations, easements, and affirmative obligations set forth in this Declaration.
- 2.4 The term *Ashford On The Water Subdivision* shall mean a certain residential subdivision in Fort Mill Township, York County, South Carolina, developed by developer, and composed on the lots of land described on the recorded plat.
- 2.5 The term *Architectural Review Board* shall mean and refer to the governing body which reviews all construction, development, landscaping and other plans for improvements to the

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Property.

2.6 *Articles of Incorporation* shall mean and refer to the Articles of Incorporation of Ashford On The Water Property Owners Association, Inc., as may be amended from time to time.

2.7 *Assessment* shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner provided herein.

2.8 *Association* shall refer to and mean the Ashford On The Water Homeowners Association, Inc. , a South Carolina non-profit corporation, its successors and assigns.

2.9 *Board of Directors or Board* shall mean and refer to the Board of Directors of the Association, which shall be the governing body of the Association/

2.10 *By-laws* shall refer to and mean the Bylaws of the Ashford On The Water Homeowners Association, Inc. Which shall govern the administration and operation of the Association.

2.11 *Common Areas* shall mean and refer to all real and personal property now or hereafter designated in writing by the Declarant as Common Areas and Conveyed to the Association, or designated as Common Areas and held by Declarant for the benefit of the Association. Such real property may include but shall not be limited to roads, rights-of-way, and such other common areas which have been or may be designated by Declarant as constituting Common Areas within the Property, together with improvements thereon.

2.12 *Common Expenses* shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

2.12 *Declarant* shall refer to and mean CHA Development, LLC, its successors and/or assigns.

III. Imposition of Covenants

Developer and Owner, by executing and entering this instrument of record, publishes and declares that the lots of land 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.

IV. General Covenants, Restrictions, and Easements

4.1 All lots affected by the covenants shall be used for residential purposes exclusively. The only structures to be erected, adhered, placed or permitted on any lot shall be one single-family detached dwelling and appurtenant buildings.

4.2 Notwithstanding the provisions of ¶ 4.1, the owner of any lot may use a portion of the residence erected on his/her lot as an office if such usage does not create or result in customer or client traffic to and from the lot. Furthermore, houses may be used as models for sales promotions, and such usage shall not be prohibited by ¶ 4.1.

4.3 No house shall be erected on a lot unless it contains a minimum of 2200 square feet of heated interior space except for one story structures which must contain a minimum of 1800 heated square feet.

4.4 No chain link fences shall be allowed on any lot.

4.5 No satellite dishes larger than 18 inches in diameter shall be allowed, and location of such dish must be approved by the Architectural Review Committee prior to installation of said device.

4.6 No fences of any kind shall be allowed closer to the street than the front of the house and any and all fences must be approved by the Architectural Review Committee prior to erection. The A.R.C. has sole authority to either approve or disapprove a fence or fences at its discretion.

4.7 In construction of a dwelling, every lot owner shall provide space for automobile parking off public streets, and all driveways shall be paved with asphalt or concrete prior to initial occupancy of the dwelling.

4.8 No mobile home, modular home, trailer, or other home which is substantially assembled prior to location on any lot, and no structure of a temporary character, shall be placed on any lot at any time, except for construction trailers and sheds during the actual construction of improvements thereon.

4.9 In construction of a residential dwelling, every lot owner shall provide a screened or

enclosed areas in which garbage receptacles, fuel tanks and similar storage receptacles shall be installed.

4.10 All drains or culverts placed under driveways shall be faced with stone or brick retaining walls to prevent erosion.

4.11 No lot shall be subdivided without approval of the A.R.C..

4.12 No nuisance or noxious or offensive activity shall be conducted on any lot. No more than two domesticated pets shall be permitted on each lot.

4.13 Every lot owner shall bear the affirmative duty of preventing his lot and residence from becoming unkept, unsightly, or unclean, and thus detracting from the beauty and setting of the subdivision. York County's leash Ordinance shall be strictly enforced.

4.14 Developer reserves unto itself, its successor, assigns, and licensees, a perpetual and assignable easement and right of way on, over, and under every lot, extending ten feet in width along the front and rear boundary lines and five feet in width along each lateral boundary line of each lot, to be used for installation, operation, and maintenance of electric cable television, Internet, and other technologies which utilize or may utilize in the future a cable or wire, 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. Developer further reserves the right to locate pumping stations within the easement areas.

4.15 All electric, gas, cable television, Internet, and other technologies which utilize or may utilize in the future a cable or wire and telephone service lines connecting houses with distribution and main transmission lines shall be installed underground. Distribution and main transmission lines may, however, be installed on poles above ground.

4.16 The following activities, materials or items are specifically prohibited within the subdivision:

- a. The use of firearms or fireworks;

- b. The use of trail bikes, go-carts, or other *off road* or *all terrain* vehicles;
- c. The maintenance of any trade or business activity except as set for in ¶ 4.2 above;
- d. The keeping or maintenance of any livestock or 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;
- e. The erection of any sign, advertisement or billboard; provided, however, a *for sale* sign not exceeding 24" x 36" in size may be used for the marketing of lots or residences;
- f. The maintenance or keeping of large trucks, campers, motor homes or boats which may be seen from the street.
- g. No above ground swimming pools, spas or hot tubs shall be constructed or placed upon any lot within the subdivision unless specifically approved by the A.R.C. prior to construction or erection.
- h. By the purchase or ownership of any interest in any lot which is subject to these covenants, the owner or owners thereof acknowledge and agree 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 commenced in the Court of Common Pleas for York County, South Carolina with immediate referral to the Master-in-Equity for York County without further consent. Such owner or owners further agree 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.

4.17 Prior to construction thereof, the Declarant acting as the Architectural Review Committee, shall review and approve plans and specifications for any new residence or structure to assure compliance with the Covenants herein. Review period shall not exceed 10 days.

4.18 Exterior construction must be of brick, stucco or stone veneer; siding may be used, with the express permission of the A.R.C., only on such areas where it is impracticable to use brick, stone, or stucco.

4.19 No residence shall contain less than two full bathrooms.

4.20 New residences being built shall have central heating and air conditioning, sufficient to

- supply all heated square footage in residence. No window units shall be permitted.
- 4.21 Construction of new buildings ONLY shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building for the purpose of remodeling or conversion into a residence.
- 4.22 Sewage disposal shall be provided by York County. Curbside garbage disposal is not provided by the County.
- 4.23 Water supply for all homes in Ashford on the Water Subdivision shall be provided by York County.
- 4.24 All natural gas shall be provided via underground utilities - no storage tanks shall be permitted.
- 4.25 No above ground storage tanks of any kind shall be permitted within the subdivision.
- 4.26 No outbuildings, garages, trailers or tents erected on any lot shall be used at any time as a residence, temporarily or permanently, nor shall any structure of any temporary character be used as a residence at any time.
- 4.27 At the completion date of construction of a residence on any lot, property must be cleared of rubbish and construction materials. No portion of any lot shall be used or maintained as a dumping ground for rubbish or other refuse.

V. PROPERTY RIGHTS & MAINTENANCE

- 5.0 As used in this Declaration, the term "Property Owner" shall include any owner holding title, in hand or trust, of a lot in Ashford On The Water Subdivision. "Occupant" shall refer to any person(s) residing in, or occupying, said property. Each property owner shall be entitled to one vote for each lot he/she/it owns.
- 5.1 Each owner of a vacant lot in Ashford On The Water Subdivision shall be considered a PROPERTY OWNER and shall be responsible for compliance with all Covenants and Restrictions as stated within this Declaration.
- 5.2 All maintenance and repair of lots and residences, as well as all lawns, landscaping and grounds on or within a lot or residence, shall be the responsibility of each PROPERTY OWNER. Each owner shall be responsible for maintaining his lot and residence in a neat and sanitary

condition, including exterior surfaces of all structures, lawns, trees, shrubs, and other landscaping (to include vacant lots and leased properties).

VI. GENERAL PROVISIONS

6.1 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 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 years each, unless at the termination of any subsequent ten 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 at least fifty-one (51%) percent of all lots in the subdivision. Any such amendatory declaration, if duly adopted and signed by the requisite majority of lot owners, shall become effective upon the date of recording. 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 which are hereby dedicated in perpetuity.

6.2 All rights, privileges, powers and authority reserved in this Declaration to Developer are assignable and delegable and shall inure to the benefit of any successor or assign.

6.3 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 shall be considered severable and shall remain in full force and effect.

6.4 Should any purchaser of a subdivision lot intend to sell such lot before any residence is constructed thereon, the Developer reserves the right and option to repurchase said lot for the original sales price from Developer to owner. The current owner shall notify the Developer of his intention to sell the lot in writing utilizing U.S. Postal Service and delivery via Certified Mail,

Return Receipt Requested, and the Developer may, within 45 days from receipt of such written notice, exercise his option to repurchase based upon the foregoing rights. Once a dwelling is constructed on the lot, this repurchase option is void.

VII. MEMBERSHIP IN THE ASSOCIATION

7.1 Each owner shall have membership in the Association.

7.2 *Class A* membership shall be all those Lot owners with one vote per lot owned.

7.3 *Class B* membership shall be Declarant and any successors or assigns of Declarant's rights hereunder. The *Class B* member shall have one vote plus one vote for each outstanding *Class A* vote held by any other person or entity. The *Class B* Membership and voting privileges shall cease and terminate for Declarant upon the earlier of: (1) whenever Declarant shall cease to own any Lot or Dwelling Unit within the Property; (2) when, in its sole discretion, the Declarant voluntarily gives up its *Class B* Membership; or (3) on January 1, 2005.

7.4 The Owner of each lot hereby covenants and by acceptance of a deed thereof shall be deemed to covenant and agree to all of the terms and conditions of these Covenants and to pay the Association: (1) annual assessments or charges, including Supplemental Assessments and Special Assessments as determined by the Association. The annual and special assessments together with such interest thereon and cost of collection, including a reasonable attorneys' fee, shall be a charge and continuing lien on the land and all the improvements thereon against which each assessment is made. Each such assessment, together with such interest there and cost of collection thereon shall also be the personal obligation of the person who was the owner of such Property at the time when the assessment fell due. In the case of co-ownership, all shall be jointly and severally liable for the entire amount of the assessment. The sale or transfer of any lot shall not affect the assessment lien nor shall such sale or transfer release such lot or lot owner from any liability for any assessments thereafter becoming due.

7.5 The assessments levied by the Association shall be used for the improvement, maintenance, and operation of roads, rights-of-way, drainage ways, lighting, signage, security, vegetation control, drainage systems, common area and open space maintenance, and other Common Property expenses, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, material, management and supervision thereof

and third party services, such as legal and accounting.

7.6 The total annual assessment amounts shall be determined by Declarant, at its sole discretion, through the 1999 assessment (calendar) year ending December 31, 1999. Thereafter, the Board of Directors of the Association shall establish the budget and initial annual assessment amounts, as further provided in these Covenants and in the Association Bylaws. However, if no action is taken by the Board, then assessments shall continue to be assessed at the rate of \$180.00 per annum. Assessments are payable for the full calendar year in which the property is transferred. In all cases, the total annual assessment amount shall be prorated among all Class A members Excluding declarant, in the same proportion as each member's votes shall bear to the total outstanding Class A votes within the Property, excluding those votes of the Declarant. No consideration or weight shall be given to the Class B votes in establishing assessment liability amounts, and the total annual assessment amount of the Association shall not be prorated among both the Class A and Class B votes. Beginning in the Association budget for calendar year 2000, the total annual assessment shall not be increased by more than fifteen (15%) percent above the previous year's annual assessment, unless such increase shall be approved by a two-thirds vote of the Association's Class A membership.

The initial 1999 calendar year assessment for lots shall be \$180 per lot. At the time each lot is initially purchased from Declarant a capitalization fee in the amount of \$40 shall be due the Association for each lot purchased. Assessments shall become due and payable on the first day of January for said year. If the assessments as described herein are due from an Owner as set forth in these Covenants are not paid on the date when due, then such assessments or other amounts due shall become delinquent and shall, together with interest thereon at a rate of eighteen percent per annum from the due date, and the cost of collection as hereinafter provided, become a charge and continuing lien on the land and on improvements thereon, against which each such assessment is made.

If the assessment is not paid within thirty days after the due date, the Association may bring an action at law against the Owner, or an action to foreclose the lien against his lot, or may bring actions to do both. And there shall be added to the amount of said assessment the cost of preparing and filing a complaint in such action as well as any other costs and expenses incurred, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees and costs of the action.

7.7 The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter place on any lot subject to assessment; provided, however, that such subordination shall apply on to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment after becoming due, not from the lien of subsequent assessments.

7.8 The Association shall be authorized, but not required to , provide the following services:

(A) Landscaping of roads;

(B) lighting of roads throughout the property;

(C) to administer the A.R.B. in the event that the Association is designated by the Declarant as the agent of the declarant for such purpose;

(D) to take any and all actions necessary to enforce these covenants and restrictions;

(E) to provide administrative services including but not limited to: legal, insurance, accounting and financial and communication services informing Members of activities, notice of meetings, referendums, etc. incident to the above-listed services; and,

(F) to provide such other functions as may be deemed desirable by the Association.

7.9 The Association shall indemnify ever officer and director against any and all expenses, including reasonable attorneys' fees, reasonably incurred by or imposes upon such office or director in connection with any action, suit or other proceeding to which he may be made a party by reason of being or having been an officer or director, whether or not such person is an officer of director at the time such expenses are incurred.

VIII. AMENDMENTS

So long as Declarant still owns any property described in Exhibit A, the Declarant reserves the right to itself, its successors and assigns, at any time and from time to time, to unilaterally amend this Declaration for any purpose, provided the amendment has not material adverse effect upon any right of any Owner, including, but not limited to, the dilution of voting powers of existing Members or the manner in which assessments shall be established for the existing Members. Once the Declarant is divested of all its interests in the property, then this document may be amended by a simple majority of the property owners.

IN WITNESS WHEREOF, the Developer has set its hand and seal this 26th day of April, 1999.

C.H.A. Development, LLC

Witness:

Brian C. Wilson

Amy M. Barnes

Haines Maxwell (Seal)

Catherine C. Cook (Seal)

Alvin Steele (Seal)

State of South Carolina]
County of York]

Personally appeared before me, BRIAN C. WILSON, and made oath that he/she saw the within named C.H.A. Development, LLC by and through its members, Haines A. Maxwell, Alvin Steele and Catherine Cook, being all of the members of said corporation, sign, seal and deliver the within Declaration of Restrictive Covenants, and that he/she with Amy M. Barnes witnessed the execution thereof.

State of South Carolina]
County of York]

Brian C. Wilson

SWORN to before me this 26th day of April, 1999.

Amy M. Barnes

Notary Public for South Carolina
My Commission Expires: 11-22-2006