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Book B 652 Page 0397

Restrictions

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Restrictions	.00	20.00	15	BOOK: B652 FROM PAGE: 397 THRU PAGE: 411		20.00

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TOTAL	CHECK	CASH	CHANGE
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STATE OF SOUTH CAROLINA)
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COUNTY OF FLORENCE)

AMENDED DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
KINGS GATE SUBDIVISION

FILED
2016 SEP 19 PM 2:59
CONNIE REEL-SHLARIN
CCCP & GS
FLORENCE COUNTY, SC

This Amended Declaration of Covenants, Conditions and Restrictions for Kings Gate Subdivision, is made this 1st day of September 2016 by the Shareholders of the Class A and Class B Stock, as defined in the Declaration of Covenants, Conditions, and Restrictions for Kings Gate Subdivision, Phase I (hereinafter referred to as the "Original Declaration"), recorded April 27, 2009 in Book B242 at Page 1143 in the Office of the Clerk of Court for Florence County.

PREAMBLE

Weststar Development, LLC (hereinafter referred to as the "Developer"), pursuant to Article VII, Section 5, of the Original Declaration, has reserved the right to develop additional adjoining property to Phase I of the Kings Gate Subdivision, as designated on the master Subdivision Plat, and bring all or part of it under the Original Declaration by declaring that the additional Lots have been brought under the Original Declaration.

The Developer has declared part of the foregoing adjoining property under the Original Declaration through that certain Annexation of Phase 2A of Kings Gate Subdivision to the Declaration of Covenants, Conditions, and Restrictions for Kings Gate Subdivision Phase I.

The Developer, pursuant to Article VII, Section 5 of the Original Declaration, has been issued additional Class B Stock for each additional Lot in Phase 2.

The Developer desires to amend the Original Declaration of the Kings Gate Subdivision, as defined in the Original Declaration.

The Developer, holding sufficient shares of Class A and Class B stock eligible to vote for the proposed amendment, has approved the Amendment of the Original Declaration, as set forth in this Amended Declaration of Covenants, Conditions, and Restrictions for Kings Gate Subdivision.

COVENANTS, CONDITIONS AND RESTRICTIONS, AS AMENDED

NOW THEREFORE, the Developer declares that all of the properties of Kings Gate Subdivision, Phases I and 2A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which amend, void, and rescind the Original Declaration, 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 endure to the

benefit of each owner thereof.

ARTICLE I DEFINITIONS

- Section 1. "Association" shall mean and refer to The Association of Homeowners of Kings Gate Subdivision, Phase I, Phase 2A and any additional phases brought under by the Developer, its successors and assigns.
- Section 2. "Association Board" or "Board" shall mean and refer to the Board of Directors of the new Association.
- Section 3. "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 4. "Common Areas" shall mean and refer to those areas on the Subdivision Plat designated as "Landscape Property" and all real property owned by the Association for the common use and enjoyment of the owners.
- Section 5. "Lot" shall mean and refer to any plot of land shown on any recorded Subdivision Map of the Properties with the exception of the Common Area.
- Section 6. "Developer" shall mean and refer to Weststar Development LLC, its successors and assigns.
- Section 7. "Shareholders" shall mean and refer to those persons entitled to the ownership of stock as provided in the Articles of Incorporation and the Declaration.

ARTICLE II CREATION OF COMMON AREA

Upon the formation of the Association/ Developer will convey to the Association the Common Areas designated on the Subdivision Plat. The Association shall have the right to plant and maintain the Common Areas, and to construct and maintain an entrance sign at the entrance to the Subdivision. No Lot owner shall have a right to make any claim against the Association for inadequate maintenance of the Common Area, but the Lot Owners through the corporate processes of the Association shall collectively decide the extent of maintenance that is to be carried out in the Common Areas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a Shareholder of the Association. Stock ownership 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 stock:

Class A Stock: Class A Shareholders shall be all Owners, with the exception of the Developer; and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall collectively be considered one (1) Shareholder. The vote for such Lot shall be exercised as the Shareholders determine, but in no event shall more than one (1) vote be cast with respect to any Lot. NOTE: No Class A Shareholder shall be authorized to cast his/her vote on any matter before the Association until the, conversion of Class B Stock as set forth below. Until such time, only Class B Shareholders are authorized to cast votes on association business.

Class B. Stock: The Class B Shareholder shall be the Developer (as defined in the Declaration) and shall have three (3) votes for each Lot owned. The Class B stock shall cease and be converted to Class A stock when the total votes outstanding in the Class A Shareholder group is equal to the total votes outstanding in Class B Stock.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned within the Subdivision obligates each Owner of any Lot in the Subdivision by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, to pay the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as provided below. The annual and special Assessments for capital together with interest, costs, and reasonable attorney's fees for collection, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable Attorney's fees for collection, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the maintenance of the Common Areas.

Section 3. Commencement of Annual Assessments and Authority to Increase Assessments. The developer agrees to pay the expenses of maintaining the Common Area until

seventy-five percent (75%) of the Lots in Phase I of the Subdivision have been sold. After the sale of seventy-five percent (75%) of the Lots in Phase I of the Subdivision, annual assessments will commence on January 1 of the following calendar year. The initial annual assessments shall be in an amount determined by a majority vote of the Board of Directors. After the initial year of the assessment the Board of Directors of the Association will have the authority to increase the annual assessments by not more than ten percent (10%) above the amount of the annual assessments for the previous year. Any increase in annual assessments above ten percent (10%) of the assessment for the previous year shall require two-thirds (2/3) approval of the Shareholders voting in person or by proxy at a meeting duly called for this purpose.

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 cost of any construction, reconstruction, repair or replacement of the Common Areas, with the approval of a two-thirds (2/3) of the Shareholders voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting call, the presence of members or of proxies entitled to Cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 7. Payment of Assessments. After the initial assessment year, the Board of Directors shall fix the amount of the annual assessment against each Lot 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 assessment on a Lot is binding upon the Association as of the date of its issuance. The Board of Directors of the Association; shall have the right to establish an interest charge on delinquent payments.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any

assessments not paid within thirty (30) days after the due date shall bear interest from the due date. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property.

Section 9. Subordination of the Lien of Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the Owner of the Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL REVIEW COMMITTEE

Section 1. Initial Establishment. Initially the Architectural Review Committee (the "ARC") shall be composed of the Developer.

Section 2. ARC Appointed by the Association. After sale of ninety-five percent (95%) of the Lots in Phase I of the subdivision, and subject to the provisions relating to any extension of the Subdivision which may have take place under Article IX, Section 5, the ARC shall be appointed by the Association Board and shall be composed of three (3) members, one of whom shall be a member of Weststar Development, LLC. The remaining two (2) members shall be appointed by the Association, and need not be Shareholders. All members of the ARC should if possible, be qualified in (professions such as real estate, construction, development, architecture, environmental planning, landscape architecture or law. Members of the ARC shall serve at the pleasure of the Board.

Section 3. Purpose. The ARC shall be established for the purpose of facilitating community review and approval and of the erection and placement of new structures, or any changes or alterations to existing structures on any Lot.

Section 4. Powers and Duties.

(a) The ARC shall review plans and specifications for alterations and additions to structures, the erection or placement of new structures, and all other alterations and improvements to Lots.

(b) The ARC may make rules and regulations for the conduct of its own meetings, but shall be subject in all respects to any rules and regulations promulgated by the Association in carrying out its function.

Section 5. Architectural Control. No building, fence, mail and/or newspaper receptacle, gazebo, wall or any other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to 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 the Architectural Review Committee and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Review Committee. Also, all plans and budget with respect to landscaping of the lot shall be so approved. In the event the Architectural Review Committee fails to approve or disapprove of such design and location within sixty (60) days after said plans and specifications have been submitted in writing, approval by the Architectural Review Committee will not be required. Two sets of plans shall be submitted for approval, with one set being held by the Architectural Review Committee until the residence has been completed and a certificate of occupancy has been issued. No permits can be obtained until the plans have been approved by the Architectural Review Committee. Approved plans shall be valid for one year, including all construction and landscaping. Extensions may be granted by Architectural Review Committee for justifiable reasons. The Architectural Review Committee shall have the authority to grant variances from any requirements set forth in this Declaration of Covenants, Conditions, and Restrictions on a case by case basis the granting of any such variance will not impair or otherwise affect the right of the Architectural Review Committee to continue to require strict compliance with all requirements of these Covenants, Conditions, and Restrictions. The Architectural Review Committee reserves the right to add, modify, or change and terms or conditions set forth herein for any reason and any time deemed necessary. Neither Developer, nor any member of the Architectural Review Committee, nor any member of the association shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Review Committee. Further, neither Developer, nor any member of the Architectural Review Committee, nor any member of the Association shall be liable in damages to anyone submitting plans or specifications for approval under this Section, 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 any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he/she will not bring any action or suit against the Developer, any member of the Architectural Review Committee, and/or any member of the Association to recover for any such damage.

Section 6. Approval of Contractors by Architectural Review Committee.

(a) It is required that the construction of any dwelling and/or structure be performed by a contractor properly licensed to do business in the State of South Carolina, and must be approved by the Architectural Review Committee. The contractor must furnish to the

Committee a copy of his/her license along with the Owner's application for construction approval.

(b) Any contractor found to be in substantial noncompliance with the regulations stated in section 6 (a) and (b) above shall be denied access to the work-site, and all work shall be suspended until the matters of noncompliance have been corrected.

ARTICLE VI GENERAL RESTRICTIONS AND COVENANTS

The following covenants, conditions, restrictions and assessments are herewith imposed on the Property:

Section 1. Residential Use of Property. All lots shall be used for residential purposes and no business or business activity shall be carried on upon any Lot at any time, except with the written approval of the Architectural Review Committee. No part of any lot shall be used for any church, school, daycare facility and/or any other public purpose in such a way that members of the general public are permitted and encouraged to attend as a group.

Section 2. Building Construction. Not more than one single-family dwelling, not to exceed three (3) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Review Committee.

Section 3. Setbacks and. Building Lines.

(a) Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines shown on the recorded plat thereof. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates or encroaches upon the building and setback lines or easements shown on the recorded plat thereof.

(b) One or more Lots, or parts thereof, may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Review Committee, and, in such event, the building line requirements provided herein shall apply to such Lots as re-subdivided or combined. Otherwise no lot may be further subdivided, except that the Developer, its successors or assigns, reserves the right to further subdivide or re-divide lots.

(c) For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure, shall not be considered as a part of detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Review Committee; provided, all such detached structures must be to the rear of the main dwelling and must not

encroach upon the property of an adjacent owner.

Section 4, Building Requirements.

(a) The living areas of the main structure, exclusive of porches, garages, carports and breeze-ways shall be not less than 2,600 square feet of heated space for a dwelling. No structure shall contain more than 20% vinyl siding. Mobile and/or modular homes are strictly prohibited.

(b) The following minimum architectural standards shall be observed for each residence constructed in the Subdivision:

1. The minimum roof pitch shall be 6/12 unless otherwise approved.
2. Plans for each residence must be approved by the Architectural Review Committee. Home exterior must be brick, stucco stone, vinyl or hardie plank siding..
3. Each front yard is required to be sodded and have professional landscaping. Each lot must be completely sodded in front, or in front and on sides if the lot has frontage on more than one street, on or before the issuance of a certificate of occupancy by the county inspector.
4. Trees with a diameter of at least two and one-half (2½") inches at the time of planting must be located at least one every sixty (60') feet along any road frontage. Only the following species of trees may be used:

Birch, River (Betula Nigra)
Cypress, Bald (Taxodium Distichum)
Oak, Live (Quercus Virginiana)
Oak, Northern Red (Quercus Ruhra)
Oak, Pin (Quercus Palustris)

5. All homes shall have architectural dimensional shingles (25 year minimum).
6. All decks and railings shall conform to the style of the house. Those visible from the street shall be stained or painted to match the house.
7. All playsets, swings, trampolines, dog houses or other like structures must be approved for placements by the ARC. All like items shall be shielded from the view

of the street.

8. Each lower story must have a minimum of nine (9') foot ceilings in all rooms.
9. All fencing must conform to the style of the property lines. Fence must be brick along all front property lined and along side yard of corner lots. Brick, stucco, wrought iron or wooden fences are allowed elsewhere. All wooden fences must be shadow box style. Fence will be no higher than six (6') feet.

Section 5. Swimming Pools . Swimming pools and other recreational facilities, including any type of outbuildings used in connection with such facilities must be approved in writing by the Architectural Review Committee. No above ground swimming pools shall be allowed.

Section 6. Delivery Receptacles and Property Identification Markers. The Architectural Review Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

Section 7. Use of Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the Architectural Review Committee, shall be erected or allowed to remain on any Lot, and no trailer, mobile home, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this paragraph shall not be construed to prevent the Developer and those engaged in construction from using shade or other temporary structures during construction. There shall be no tree houses allowed.

Section 8. Completion of Construction. Each purchaser from Developer of any Lot in the subdivision, and/or his/her heirs, successors and/or assigns, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, shall be obligated to complete a residence upon said lot within eighteen (18) months of closing the original purchase of said Lot. In the event of violation of this Section, the Developer retains the Exclusive right to take appropriate court action, either to compel immediate completion, or to require said Lot owner to convey back to the Developer the said Lot for payment of seventy-five (75%) percent of the original purchase price. The Developer also retains the exclusive right to extend the completion period, upon an appropriate showing of hardship.

Section 9. Animals. No animals, horses, mules, ponies, donkeys, cows, swine, pet pigs or wild animals, livestock or poultry of any kind shall be allowed to be kept, raised, bred on any Lot, except that dogs, cats or other household pets, with the exception of rottweilers, pit bulls or doberman pinchers may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must be kept reasonably

confined so as not to constitute a nuisance or cause unsanitary conditions. Dogs shall at all times whenever outside of the Owner's lot be confined to a leash. The Architectural Review Committee shall have the right to remove any allowable animal from the subdivision which has caused damage or injury.

Section 10 Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in Kings Gate Subdivision, Phase I or Phase 2A.

Section 11 Signs. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs referred to in Article IV, Section 6 above, provided such signs are approved by the Architectural Review Committee.

Section 12. Aesthetics, Nature Growth. Screening,. Underground Utility Services. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Review Committee. Clotheslines, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and {lines to residences shall be underground. All fuel tanks must be buried.

Section 13. Trailers. Trucks. School Buses. Boats. Boat Trailers. No house trailers or mobile homes, campers or other habitable motor vehicles of any kind, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or any Lot, except within enclosed garages, or screened from the street(s).

Section 14. Garbage Refuse Disposal. No Owner shall burn trash, garbage or any like household refuse nor shall any owner accumulate on his/her lot abandoned or junked vehicles or litter, refuse or garbage except in sanitary receptacles provided for such purpose. No lot belonging to any person or entity located within the subdivision shall be used or maintained as a dumping ground for rubbish. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. Damage and/or Destruction of Lots. Damage and/or destruction by fire or other casualty to any or all of any improvement on any Lot shall be repaired by the Owner thereof within one hundred twenty (120) days after such damage or destruction has occurred, unless a reasonable extension of said deadline is given by the Architectural Review Committee. Alternatively the Owner may elect to .demolish all improvements on said Lot and remove all debris therefrom within the said one hundred twenty (120) days after such damage or destruction.

Section 16. Maintenance of Lots. Maintenance and general upkeep of each lot and improvements is required. Each lot owner shall be responsible for the damage to curbs, utility connections, underground facilities or streets caused by the lot owner, his/her or its agents, servants, employees, Contractors, subcontractors or material suppliers. If the appearance of the lot and improvements begins to lower the quality and harmony of the subdivision, in the opinion of the Architectural Review Committee, it shall have the right to subcontract the needed maintenance and upkeep required. The Owner shall bear these expenses. The Committee shall notify the Owner in writing and give the Owner fifteen (15) days to rectify the problems, and if the Owner fails to act in that time, the Committee shall proceed as outlined herein.

Section 17. Water and Sewer System. Water and sewage disposal shall be through municipal system or such other method approved by appropriate municipal, county and/or state agencies.

Section 18 Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewage systems, within this proposed area, which may be in variance with these restrictions.

Section 19 Model Homes. Developer shall have the right to construct and maintain model homes on any of the Lots.

Section 20. Easements. Lots subjected to this Declaration shall be subject to those easements if any, shown as set forth on any recorded plat thereof, as set forth in Article II above, and those easements presently recorded and subsequently recorded in the Florence County Clerk of Court's Office. Also, easements for installation and maintenance of utilities and drainage facilities are hereby reserved over six (6') feet of each side line of each Lot and over the rear ten (10') feet of each Lot subjected to this Declaration. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained; continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 21. Driveways and Garages. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Review Committee. Garages, whether attached or detached, shall be approved by the Architectural Review Committee. Garages which open to any street are prohibited. All garages must have garage doors and carports are prohibited.

Section 22. ATVs. and Motorcycles. No such vehicles shall operate on any of the lots,

common areas and/or streets within Kings Gate Subdivision, unless the same are fully street licensed, including, but not limited to, brakes, light 8, license plates, insurance, registration and/or other requirements of the State of South Carolina.

Section 23. Sight Distance at Intersections. All lots located at street intersections shall be so landscaped as to permit safe sight across the street comers. No fence, wall, hedge or shrub planting shall be placed or permitted to remain at any comer which would create a traffic or sight problem.

Section 25, Limited Access. There shall be no access to any lot on the perimeter of the Development except from the designated streets or roads within the Development. The Developer, its successors and assigns may convert a lot or a portion of a lot to a road for purpose of ingress and egress to the Development, but otherwise no lot nor any part of a lot may be used as a street without written approval of the Developer.

Section 26. Satellite Dishes and Antennas. Satellite dishes must be erected in a back yard or a side yard which does not face a street. In the event that a satellite dish is visible from the street, its size shall not exceed 24 inches in diameter. No antennas shall be allowed that are visible from the street and must be approved by the Architectural Review Board.

ARTICLE VII GENERAL PROVISIONS

Section 1 Enforcement. The Developer, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by me Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended only by the Developer until said Developer has sold seventy-five (75%) percent of the lots, then only by an eighty (80%) percent majority vote of all shares of Class A and Class B stock eligible to vote at the time of the proposed amendment.

Section 4. Waiver. The Developer, its successors and assigns, in the case of hardship as determined by the Developer, may waive any violation of the set-back lines and/or the

habitable finish floor elevation on a determination by the Developer, in its discretion, that such violation does not substantially harm the plan of the Subdivision.

Section 5. Extension of Restrictive Covenants to Phases of Development of Adjoining Property. The Developer has designated on the master Subdivision Plat additional adjoining property of the Developer for future development. The Developer may develop this additional property in phases by bringing all or part of this property under this Declaration by making a Supplement or Supplements to this Declaration declaring that additional Lots have been brought under this declaration. All such extension shall be of contiguous property. The surface water drainage system and the street system for such extension may, at the option of the Developer, be tied into the systems of Phase I of the Subdivision. The Developer shall be issued additional Class B Stock for each additional Lot in any additional phase brought under this Declaration. Said Class B Stock shall cease and be converted to Class A Stock when the total votes outstanding in Class A Shareholder Group for said additional phase is equal to the total votes outstanding in Class B Stock for said additional phase. Until such conversion takes place, and consistent with Article IV, Section 2 above. No Class A Shareholder in said additional phase shall be authorized to cast his/her vote on any matter before the Association. Developer shall also have the right to appoint a separate Architectural Review Committee for each additional Phase added to the Declarations until seventy-five (75%) percent of the Lots in a Phase have been sold. Subject to these provisions, all additional Lots brought under these Declarations shall be equal in voting rights.

Section 6. Electricity. Additional Electrical Charges. The Developer reserves the right to subject the real property in this Subdivision to a contract with a reputable utility provider for the installation of underground electric cables. The Developer reserves the right to subject the real property in this subdivision to a contract with a reputable utility provider for the installation of street lighting, which requires a continuing monthly payment by each residential customer.

Section 7. Notice to the Owners. Whenever notices are required to be given hereunder, the name shall be sent to the Owners by United States mail at the address of the dwelling situated upon the Lot. Such notices shall be deemed given when deposited in the United States mail. Whenever notices are required to be given to the Developer, such notice may be mailed to the Developer at the following address:

Weststar Development, LLC
448 West Cheves Street
Florence, SC 29501

Whenever any notices are required to be given to the Association, such notice shall be sent to the Association at the address it shall have used for its last correspondence to the members of the Association. Any Owner, the Developer, or the Association may change the official mailing address by notice to the other party.

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