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STATE OF SOUTH CAROLINA) Declaration of Protective Covenants and Restrictions
COUNTY OF FLORENCE) for The Reserve at Ebenezer - A Planned
Development District - Phase II

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SHEARN:
CCCP & GS
FLORENCE COUNTY, SC

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit "A" of this Declaration, and desires to develop thereon a Planned Development District together with the common lands and facilities for the sole use and benefit of the owners of the Garden Homes to be located in such development; and

WHEREAS, Developer desires to maintain design criteria, location and construction specifications, and other controls to assure the integrity of the planned development; and,

WHEREAS, each owner of a lot or Garden Home in The Reserve at Ebenezer will be required to maintain and construct homes in accordance with the design criteria herein contained; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in such development and for the maintenance of such common lands and facilities, and to this end, desires to subject the real property described in Exhibit "A", to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Developer deems it desirable, for the efficient preservation of the values and amenities in such community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Development, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges

hereinafter created; and,

WHEREAS, Developer has caused or will cause to be incorporated under the laws of the State of South Carolina, as a Non-Profit corporation, The Reserve at Ebenezer Owners' Association, Inc., or the like, for the purpose of exercising the aforesaid functions,

NOW THEREFORE, Developer declares that the real property described in Exhibit "A", annexed hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to The Reserve at Ebenezer Property Owners' Association, Inc., its Successors and Assigns;

(b) "The Properties" shall mean and refer to all property including Lots and Common Areas, as are subject to this Declaration, and which are described in Exhibit "A" attached hereto and incorporated herein by this reference, said Exhibit "A" describing the land as subdivided into lots and the common areas of the subdivision;

(c) "Common Areas" shall mean and refer to those areas of land, including the facilities to be constructed thereon, if any, shown and so designated on any subdivision map of the properties or by any other means to designated. Such areas are intended to be devoted to the common use and enjoyment of the members of the association as herein defined, and are not dedicated for use by the general public. Specifically included as part of the common areas are all streets, roads, alleys, green areas, parks and the like as shown on any plat of the Properties. However, no general plan or plat

of the properties showing adjoining areas which may later be developed as additional phases of the development shall be included as Common Areas nor shall the Association or any owner be entitled to any right, title or interest therein unless and until such adjoining areas shall have been formally included as a part of the development by Developer pursuant to the terms hereinafter contained;

(d) "Lot(s)" shall mean and refer to any plot of land with such improvements as may be erected thereon intended and subdivided for home use, shown on any subdivision map of the properties, but shall not include the Common Areas as herein defined;

(e) "Garden Home(s)" as used herein or otherwise referred to in any other documents pertaining to the sale of property in the subject area shall be synonymous with the term "lot," "home" and/or "lots", as defined by PDD zoning laws of the City of Florence;

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee-simple title to any lot(s), but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner;

(g) "Developer" shall mean and refer to Ebenezer Development, LLC, its successors and assigns.

(h) "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Article IV hereof;

(i) "Development", "Project" and "Community" shall all mean and refer to The Reserve at Ebenezer to be developed and constructed by Developer;

(j) "Design Criteria", "Plans", "Specifications", "Elevations", "Exterior Designs" and such like terms shall refer to and encompass the Plans, Specifications, Elevations and Designs as

well as setbacks, locations, etc. contained hereinafter in this Declaration of Protective Covenants and Restrictions for The Reserve at Ebenezer, A Planned Development District;

(k) "Declaration" shall mean and refer to this Declaration of Protective Covenants and Restrictions for The Reserve at Ebenezer, a Planned Development District.

ARTICLE II

USES OF PROPERTY

Section 1. Conformity and Approval of Structures. No structure, fence, sidewalk, wall, or other improvement shall be placed or altered on any lot except in accordance with the provisions of this Declaration of Protective Covenants and Restrictions for The Reserve at Ebenezer, a Planned Development District. All improvements visible from the common areas, including but not limited to mailboxes, entrance gates, fence lights, and all other streetscapes must conform to the design standard established by the Architectural Review Committee (ARC) and are subject to the approval of the ARC and the provisions of Article VI.

Section 2. Subdivision of Lot. No lot shall be subdivided except as hereinafter provided and no building or residence, including porches or projections, shall be constructed so as to extend over or across any of the building lines as hereinafter established except as herein provided.

Section 3. Alteration of Building Lines in the Best Interest of Development. Where because of size, natural terrain, or any other reason in the opinion of Developer, it would be in the best interest of the development of this subdivision that the building lines of any lot should be altered or changed, then Developer reserves unto itself, its successors or assigns, and no other, the right to change said lines to meet such conditions. Developer specifically reserves the right to transfer and assign this right of approval to the Architectural Review Committee hereinafter established. This specifically includes the right of Developer to waive compliance with the

established building lines in cases of hardship, provided such waiver does not violate any governmental ordinance or requirement.

Section 4. Completion of Improvements. The exterior of all homes and other structures must be completed within one (1) year after the construction of same commences, except where such completion is impossible or which would result in great hardship to the Owner or builder due to strikes, fires, national emergencies or natural calamities. No building under initial construction shall be occupied until construction is completed.

Section 5. Residential Use of Lots. All lots shall be used for residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling constructed in accordance with the Plans and Specification herein defined in Article III.

Section 6. Maintenance of Lots. It shall be the responsibility of each lot Owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. At all times during construction there shall be located on the lot trash cans and other suitable containers and areas for disposing of debris. **ALL OWNERS, ALL GENERAL CONTRACTORS AND ALL SUBCONTRACTORS MUST KEEP THE CONSTRUCTION SITE CLEAN AND FREE OF DEBRIS AT ALL TIMES.** If the responsible parties do not meet at least the minimum requirements for job site cleanliness, Ebenezer Development LLC shall serve one verbal notice to the Owner and/or contractor that requirements are not being met. If, within 24 hours of said notification, the minimum standards of cleanliness as determined by Ebenezer Development LLC have not been met, then the Developer reserves the right to institute clean up at the expense of the landowner or contractor.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No trash, leaves or rubbish may be burned on any lot or within the development. Horses, mules, ponies, donkeys, cows, swine, poultry or fowl shall not be housed or penned on any lot. Household pets, not to exceed two in number, are allowed but shall not be allowed to run free and shall be confined to the owner's lot. No pets or other animals may be kept for commercial breeding purposes. Notwithstanding the inclusion herein of household pets, no Owner shall own or keep the breeds of dog commonly known as Rottweiler, Doberman Pinscher, Pit Bull, or German Shepard. No fencing or pet kennel shall be erected, commenced, or maintained on any lot. No Owner shall keep or own a reptile. Without limiting the foregoing, exterior lighting may not be so installed as to illuminate any portion of a neighboring lot or to shine into any window or otherwise enter a dwelling unit located on an adjoining lot. Upon entering the subdivision, automobile radios and sound systems must be at a volume heard only inside the vehicle.

Section 8. Exclusion of Above Ground Utilities. All lines for electrical service, telephone, television, computer or any other utility or service of any nature shall be placed underground and no outside lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the premises; provided that, however, that the normal service pedestals, etc. used in conjunction with such underground utilities shall be permitted within the development. Overhead utilities shall be permitted during the construction period, until utility companies can place them underground. "Satellite dish" antennas and similar equipment shall be restricted to the side and rear yards and shall be placed so as not to be visible from a street or front of the home.

Section 9. Signs. No advertising signs of any character shall be erected, placed,

permitted or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished by Developer on request of the lot Owner, shall be permitted. It shall also be permissible to have a sign, the design and size of which shall be furnished by Developer, on request of the lot Owner, advertising a house or lot for sale. No other sign of any kind or design shall be allowed. The foregoing provision, however, shall not imply that it is the responsibility of the Developer or the Association to provide or maintain signs. Lawn ornamental art or house decorations should be tastefully done so as not to offend or detract from surrounding and must be approved by the Architectural Review Committee.

Section 10. Prohibition Against Business Activity. No business activity, including but not limited to, a rooming house, boarding house, gift shop, antique shop, professional office or beauty shop or the like or any trade of any kind whatsoever shall be carried on upon a lot or lots. Provided, however, that nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on said lots or the showing of said houses for the purpose of selling houses in the subdivision. Nothing herein shall be construed to prevent Developer from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operation and sales in the subdivision.

Section 11. Garbage pick-up. Garbage carts, recycling containers, or yard trash in containers must be placed in front of the owner's house on the street for pickup by any disposal service and shall be removed within 24 hours of pickup. At any other time, no person shall place any garbage outside any detached home other than in the area provided for such purpose.

Section 12. Easement for Utilities. Developer reserves unto itself, its successors and assigns, a perpetual, alienable and reasonable easement and right of ingress and egress, over, upon, across and under each lot and Common Area for the erection, maintenance, installation and use of

electrical and telephone wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities, including an easement for privately owned television and other communications cable and equipment. Developer may further cut drain ways for surface water when such action may appear to Developer to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any tree, bush or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installations and to maintain reasonable standards of health, safety and appearance. Developer further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any lot designated for use on the applicable plat of the residential subdivision, or to locate same upon an adjacent lot with permission of the Owner of such adjacent lot. Such rights may be exercised by the licensee of Developer but this reservation shall not be considered an obligation of Developer to provide or maintain any such utility service.

Section 13. Temporary Structures. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractors during construction of the main dwelling house, it being clearly understood that the latter temporary shelters may not, at any time, be used for a residence or permitted to remain on the lot after completion of construction.

Section 14. Trailers, etc. No trailer, motor home, tent, barn, camper, tree house or other similar out-building or structure shall be placed on any lot at any time either temporarily or permanently, except as provided in Section 18 below.

Section 15. Storage Receptacles. No fuel tanks or similar storage receptacles may be

exposed to view. Such tanks or receptacles may not be buried underground. Any exterior air conditioning or heating units shall be screened from view from all Common Areas and adjacent lots.

Section 16. Clotheslines and Flag Poles. No clotheslines or drying yards shall be located upon the premises so as to be visible from any Common Area or from any adjoining lots. No Free-Standing Flag Poles shall be located on the premises.

Section 17. Water Systems. No individual water supply system shall be permitted upon the premises with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved in writing in all respects, including the pump and the covering or screen thereof, by Developer, its successors and assigns, prior to installation.

Section 18. Parking. Each lot Owner shall be responsible for driveway parking. There shall be no overnight on-street parking. There shall not be any parking on front yard grass except for temporary loading and unloading. Property owners shall not park automobiles or other vehicles on the common areas in the subdivision. Parking on each Lot shall be exclusively for the Owner, their family, guests and invitees. No travel homes, campers, boats on trailers, or other inhabitable motor vehicles of any kind, whether self-propelled or not, school buses, trucks over one (1) ton or with more than four wheels (otherwise known as a "dually"), commercial vehicles or utility trailers shall be kept, stored or parked over night either on any common area, specifically including streets, or any lot.

Section 19. Sewer System. No surface toilets are permitted on the premises, except that during construction of homes government required porta-johns shall be permitted until construction is completed.

Section 20. Underbrush etc. In the event an Owner of any residential lot permits any underbrush, weeds, etc. to grow upon any lot to a height of one (1) foot (except as part of a

landscaping plan approved by Developer or as may be approved in writing by the Architectural Review Committee) and on request fails to have the premises cut within thirty (30) days, agents of Developer, or its assigns, may enter upon said land and remove same at the expense of the Owner. Developer, and its assigns, may likewise enter upon said land to remove any trash, debris or garbage which has collected on said lot without such entrance and removal being deemed a trespass, all at the expense of the Owner of said lot. This provision shall not be interpreted to impart an obligation on the part of Developer or its assigns to provide garbage or trash removal services. These rights may be assigned by Developer to The Reserve at Ebenezer Property Owners' Association or other like entity. The provision of this section shall not apply to lots upon which no home has been erected. The Homeowners Association may elect to maintain front and rear yards or both.

Section 21. Drainage There are reserved for the property throughout The Reserve at Ebenezer (including common areas) drainage easements as shown on the final development plat.

Section 22. Utility Easements. Blanket Utility easements are reserved throughout The Reserve at Ebenezer including common areas for utility services. No building or other improvements may be constructed in the easement areas other than fences, landscaping, paving, sidewalks, and curbing.

Section 23. Builder's Guide: Builders must construct homes in accordance with the Builder's Guide.

Section 24. Miscellaneous.

(a) It is agreed that time is of the essence with regard to these restrictions, covenants, limitations and conditions.

(b) In the event of a violation or breach of any of these restrictions by any Owner, or agent, or agent of such Owner, the owners of lots in the subdivision, or any of them, jointly or

severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any such event. In addition to the foregoing, Developer, its successors and assigns, shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, if, after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the rights to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should Developer employ Counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable attorney's fee, shall be paid by the Owner of such lot or lots in breach thereof. Any amount assessed hereunder shall constitute a lien on such lot and shall be enforceable as hereinafter provided.

(c) Developer herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself.

(d) In the event that any one or more of the foregoing conditions, covenants, reservations or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the provisions of this Declaration not so declared to be void, but all the remaining provisions not so expressly held to be void shall continue unimpaired and in full force and effect.

(e) In the event that any of the provisions herein are declared void by a court of

competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event, such term shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina, and such provision shall be fully effective for said reduced period of time.

ARTICLE III

Construction in Accordance with Plans and Specifications

Section 1. General. All structures of every type and description shall be constructed, placed or erected within the Development in accordance with the provisions of this Article III together with other applicable provisions of this Declaration.

Section 2. Garden Home Defined. Garden Home refers to a single-family dwelling unit consisting of one (1) or more courts partially or completely surrounded by enclosed living areas. A Garden Home constructed on any Lot shall be built on a concrete slab and shall have at least 1800 square feet of heated dwelling areas as herein defined. The exterior veneer of all Garden Homes shall be built with at least 90% brick. Remaining veneer areas shall be of fiber cement siding or a species or form of "eternal" wood. No vinyl siding will be allowed except that vinyl soffit material will be permitted to be installed at eaves and metal trim coil shall be allowed as a finishing material for fascia. All homes shall have a two-car garage. In some context in this Declaration the term home may be used in reference to the entire lot on which the dwelling is located.

Section 3. Garden Home Concept. The Garden Home emphasizes an indoor-outdoor use relationship and full utilization of the site for living purposes. Its potential attributes include:

- (a) Visual and acoustical privacy;
- (b) Division of public/private areas;
- (c) Environmental sensitivity and response to views, breezes and sun; and,

(d) Interior and exterior spaces, volumes and sequences.

Section 4. Height of Homes. To maintain the privacy of the neighborhood of The Reserve at Ebenezer, the height of a dwelling unit will be restricted to one (1) floor of enclosed living space except that a bonus room over the garage is allowed, provided any window therein shall face to the front of the home or otherwise be glazed with obscure privacy glass unless a variance is granted by the Architectural Review Committee.

Section 5. Placement of Homes on Lots. Setback restrictions affecting Lots in The Reserve at Ebenezer are as follows:

Setback lines. Each dwelling shall be situated on its Lot in accordance with the building setback lines shown on the recorded plat thereof. In no event shall any dwelling be erected or located upon any such Lot in a manner which violates or encroaches the building setback lines shown on the recorded plat, except as stated.

The area included within these setbacks is the buildable area; however, **Developer reserves the right to approve or disapprove any site plan prior to construction.** All enclosed dwelling areas of the home must be contained within the buildable dwelling area, except that heating and cooling systems may be in the setback areas and that the eaves of a home may extend across the setback line for a distance not to exceed one (1) foot, if approved by Developer.

Section 6. Construction, Height and Material of Fences. To provide visual and acoustical privacy between homes, all homes shall be fenced in. The height of all fences shall be a minimum of 6' above the finished outside floor of a deck or terrace, not to exceed 7'. Acceptability of the material of the fence will be decided upon by Developer or Architectural Review Committee to insure that it is consistent with good design principles and overall character of the development. A good solution is one that sensibly combines only two materials in a solid flowing relationship.

The Developer or the Association shall exclusively determine the style and specifications of the front fence on each Garden Home. The front fence shall be brick and each front fence shall attach to the front fence of the adjacent Lots.

The Developer or the Association shall construct a fence around portions of the perimeter of the development.

As to lots with utility easements, if the front, side or rear fencing must be removed or destroyed, partially or totally, to allow access to the line buried in the easement, then the Association shall pay for removal and replacement of the affected fencing.

The perimeter and side fences shall be constructed of wood, brick, or wood composite, the final style and specifications to be established by Developer or Architectural Review Committee. All gates shall be built of wood or wrought iron.

Each lot has specific instructions for the side fencing. Side fencing will be centered on the property line. Each property owner will build the side fence in accordance with the following guidelines.

The following lots must build fences to the right when facing the property: 42, 43, 44, 54, 55, 56, 57, 61, 62, 63, 64, 68, 69, 70, 71, 72, 73, 77, 78, 79, 80, 81, 82 and 83.

The following lots must build brick fences to the right when facing the property: 44, 57, 64, 73 and 83.

The following lots must build fences to the left when facing the property: 45, 46, 47, 48, 49, 50, 51, 52, 53, 58, 59, 60, 65, 66, 67, 74, 75 and 76.

The following lots must build brick fences to the left when facing the property: 45, 48, 58, 65 and 74.

Fencing that joins will be a shared responsibility of the neighboring lots.

Section 7. Temporary Privacy Wall. If a neighboring garden lot is vacant and if privacy is desired, a temporary fence erected along the property line will be permitted, subject to approval of Developer. Cost of said fence will be borne by the lot owner erecting the fence. This fence must be removed when the fence is constructed on the adjacent lot.

Section 8. Use of Yards. In keeping with the concept of the development, yards should be treated as outdoor living extensions of the home itself, and not simply as storage or useable space typical of traditional yards.

Section 9. Maintenance of Privacy. To facilitate privacy to the neighboring lot, the dwelling unit shall be constructed so that neither the fence nor the dwelling unit provides any window or view openings overlooking the adjacent lot (unless glazed with obscure privacy glass), and provides no access way or entry way into said adjacent lot, except that overhead transom windows or roof skylights may be used for the purpose of allowing outside influences.

Section 10. Additional Requirements. Every effort should be made to preserve natural vegetation and to fully utilize existing topographic amenities.

Section 11. Maintenance of Common Areas and Common Area Fences. Routine maintenance of all Common Areas and Common Area Fencing shall be the responsibility of the Association. This includes general cleaning and minor repairs, as well as pond maintenance.

Section 12. Street Signs. The Homeowners Association shall erect and maintain street signs identifying common area roads and streets.

Section 13. Sidewalks. The city of Florence has mandated that sidewalks be constructed in this neighborhood. At the time of construction of a dwelling, the builder shall be responsible for installing a sidewalk in front of each constructed dwelling. The sidewalks shall be joined

properly so that the sidewalk in front of a dwelling extends for the full distance required to join with the adjacent lot's sidewalk.

Section 14. Driveways. All driveways must have ingress and egress from the predesignated lot front unless a change is approved by the Architectural Review Committee.

ARTICLE IV

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is an Owner of any lot which is subject to assessment by the Association under this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all Owners excepting Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 above. When more than one person holds such interest or interests in any Lot, the vote attributable to such Lot shall be exercised as such persons mutually determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The sole Class B Member shall be Developer who shall have three (3) votes for each Lot owned. The Class B Member shall cease if he no longer owns any Lots for resale to the public.

When a purchaser of an individual Lot or Lots takes title thereto from Developer, he automatically becomes a Class A Member.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Member's Easements of Enjoyment. Subject to the provision of Section 3 of this Article V, every Member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Areas. Developer hereby covenants for itself, its successors and assigns, that on or before conveyance of the first Lot, it will convey to the Association, by Special Warranty Deed, with covenant against Grantor's acts, fee-simple title to the Common Areas, free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, subject, however, to the following covenant, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns. In order to preserve and enhance the property values and amenities of the community, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Areas shall include, but not be limited to, the repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storm drains, and sewer and water lines, ponds, connections and appurtenances.

This Section shall not be amended except as provided for in Article XI, to eliminate or substantially impair the obligation for the maintenance and repair of the Common Areas.

Section 3. Extent of Member's Easements. The rights and easements created hereby shall be subject to the following:

- (a) The right of Developer, and of the Association, to dedicate, transfer or convey all or any part of the Common Areas, with or without consideration, to any governmental body, district,

agency or authority, or to any utility company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Areas by the Members of the Association;

(b) The right of Developer, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities and services, including a cable (CATV) or community antenna television system and irrigation or lawn sprinkler systems, and the right of Developer to grant and reserve easements and rights-of-way through, over and upon and across the Common Areas for the completion of the Development, and for the operation and maintenance of the Common Areas;

(c) The right of visitors, invitees, etc., to ingress and egress in and over those portions of the Common Areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Areas in the case of landlocked adjacent owners) to the nearest public highway;

(d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, for a period not to exceed thirty (30) days for any infraction of its published rules and regulations; provided, however, that the right of a Member to ingress and egress over the roads and/or parking areas shall not be suspended;

(e) The rights of the Association, in accordance with law, its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and in pursuance thereof, to mortgage the same.

Section 4. Delegation of Rights. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas and facilities to his tenants

and invitees.

Section 5. Additional Structures. Neither the Association nor any Owner or any group of Owners shall, without the prior written approval of Developer, erect, construct or otherwise locate any structure or other improvement in the Common Areas.

ARTICLE VI

Completion, Maintenance and Operation of Common Areas and Facilities and Covenant for Assessment Therefore

Section 1. Completion of Common Areas by Developer.

(a) Developer will complete the construction of the streets, other utilities and outdoor lighting serving such Lot or Lots in the Development.

(b) Developer will fulfill all its obligations to complete the construction of all Common Areas at Developer's sole cost and expense.

Section 2. Initial Contribution. Upon the closing of initial sale of each lot by Developer, the purchaser of each lot shall pay an initial contribution to the Association of Two Hundred Fifty and No/100 (\$250.00) Dollars.

Section 3. Assessments, Liens for Operation and Maintenance of Common Areas.

(a) Each Owner of a Lot within the properties, by acceptance of a deed conveying the lot, whether or not the deed shall reference this Declaration, shall be deemed to be subject to the covenant in this Declaration to pay to the Association (1) Annual assessments for operation and maintenance of the common areas; and (2) Special assessments for capital improvements.

Both the annual assessment and any special assessments, including interest and any cost of collection, shall be a lien on the lot against which the assessment is made and will continue as a lien until paid. Each such assessment, including interest and the cost of collection, shall also be the

personal obligation of the owner of the lot at the time the assessment became due. Developer is obligated to maintain the common areas and all grassed areas in the road right of way until the Association is organized and becomes operational. The Association shall be formed after the sale of 20 lots in each phase.

(b) The assessment levied by the Association shall be used exclusively for the purpose of promoting health, safety and welfare of the residents of the Development for maintaining the Common Areas and for any improvements to the Common Areas approved by the Association. Such expense may include, but are not limited to, separate taxes on the Common Area, insurance, maintenance, supervision, and management expenses of the Association.

Section 4. Amount and Payment of Annual Assessment. The Board of Directors of the Association shall at all times fix the amount of the annual assessment at an amount sufficient to pay the costs of maintaining and operating the Common Areas and performing the other exterior maintenance required to be performed by the Association under this Declaration including adequate reserves. The amount of the annual assessment shall be uniform for each Lot. The Board shall also fix the date of commencement and the amount of the assessment against each Lot for each assessment period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the Office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

Each annual assessment shall be fully payable in advance on the 1st day of July of each year, but the Board of Directors of the Association shall have the option to permit monthly or quarterly payments. The exact amount of each annual assessment shall be fixed by the Board of Directors of the Association.

The Association shall, upon demand at any time, furnish to any Owner liable for any

assessment, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be in recordable form and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

This Section shall not be amended as provided in Article XI, to eliminate or substantially impair the obligation to fix the assessment at any amount sufficient to properly maintain and operate the Common Areas and perform the exterior maintenance required to be performed by the Association under this Declaration.

Section 5. Special Assessment for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment (which must be fixed at a uniform rate for all Lots) applicable to that year only, for the purpose of defraying unexpected repair or replacement of a described capital improvement upon the common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The due date of any specified assessment shall be fixed in the Resolution authorizing such assessment.

Section 6. Paid Professional Manager. The Board of Directors of the Association may employ a professional manager or managerial firm to supervise all the work, labor, services and material required in the operation and maintenance of the Common Areas and in the discharge of the Association's duties throughout the Community.

Section 7. Reserve Fund Separate From Annual Assessment. At the time of acquiring title to a Lot or Lots from Developer, each Owner acquiring such title shall deposit with the

Association a reserve fund payment in the sum of Two Hundred Fifty and No/100 (\$250.00) Dollars to provide for a reserve fund for the obligations of the Association. Such reserve fund payment shall in no way be considered a prepayment of the annual assessment fee.

Such reserve fund payments shall be used solely for the purposes specified in Section 3(b) above, as determined from time to time by Resolution of the Board of Directors of the Association, after the cessation of the Class B Membership of Developer, as specified in Article IV, Section 2 of this Declaration.

Section 8. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien, Remedies of Association. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot or Lots, which shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and will also pass on to his successor in title.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the prime rate of plus three (+3%) percent per annum. The Association may bring legal action against the then Owner personally obligated to pay the same or may enforce or foreclose the lien against the Lot or Lots. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. The Association may further file a notice of lien in the office of the Clerk of Court for Florence County, South Carolina.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided

for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment. This action shall not be amended as provided in Article XI of this Declaration.

Section 10. Exempt Property. The Common Areas, as defined in Article I, Section 1, shall be exempt from the assessments, charges and liens created herein; Notwithstanding any provisions herein, no land or improvements devoted to building use shall be exempt from said assessments, charges and liens.

ARTICLE VII

Architectural Control

Section 1. Buildings, Fences, Walls, etc. No building, fence, wall or other structure, and no change in topography, landscaping or any other item constructed by Developer shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by Developer. The items subject to approval include but are not limited to the following:

- Brick;
- Stone;
- Garage access orientation and garage doors;
- Window brand, scale, proportion and detail;
- Building scale, proportion, and massing;

Roof pitches and returns;
Roofing materials and color;
Cornice material, color and scale;

A Builder's Guide will be available as a visual aid to Owners and Contractors in the planning process. This right of approval shall be transferred to an Architectural Review Committee of the Association at such time as Developer's Class B membership in the Association ceases. Such Architectural Review Committee shall be comprised of not fewer than three (3) representatives to be appointed by the Board of Directors of the Association. Provided, further, that Developer may transfer its rights of approval under this Declaration prior to its selling all of the Lots in the Development if it so chooses. In the event the Developer or the Architectural Review Committee fails to approve or disapprove any request within sixty (60) days after complete plans and specifications have been submitted to it, the same shall be deemed approved, and this Article shall be deemed to have been fully complied with, provided, however, that no such failure to act shall be deemed an approval of any matters specifically prohibited by any other provision of this Declaration. Refusal or approval of plans, specifications and site plans or any of them may be based on any grounds, including purely aesthetic grounds, which Developer or the Architectural Review Committee in their sole and uncontrolled discretion, may deem sufficient. Any change in exterior appearance of any building, wall, fence or other structural improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

Section 2. Landscaping. In order to provide conformity and harmony of the subdivision, the Association shall have the right to control all plantings, both in the common areas and on all parts of the Lots except private gardens enclosed by walls.

ARTICLE VIII

Exterior Maintenance, Reasonable Access and Maintenance of Common Areas

Section 1. Easements. There shall be reserved easements from the front outside wall of the homes for the purpose of the Association to maintain the grass in the front yards and for the turning around in the parking areas, if available, for vehicle ingress and egress from The Reserve at Ebenezer. If the Association should elect that the Association maintain back yards, this easement shall extend to the back yard.

Section 2. Exterior and Interior Maintenance. The Association may maintain the grass and sidewalks in the front yards of each Lot. In addition, the Association shall maintain all fences to the extent set forth in Article III, Section 11. The Owner shall maintain the structures, and front and back yards on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may, at its option, after giving the Owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such back yard, and replaced, and may have any portion of the back yard re-sodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work is done and the personal obligation of the then Owner of such Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum secured

by a lien against the Lot as herein provided.

Section 3. Access at Reasonable Hours. For the purpose of performing its function under this or any other Article of the Declaration, and to make necessary surveys in connection therewith, Developer during the period of Development, shall have the right to enter upon any Lot at reasonable hours, on any day except Sundays and holidays, on reasonable prior notice.

Section 4. Maintenance of Common Areas. Developer, or the Association, depending upon the responsibility as assessed under this Declaration, shall, maintain the Common Areas. However, should Developer or the Association, (after the termination of the Class B status of Developer), decide to transfer any portion or all of the Common Areas to governmental authority, as it has the right to do so, such duty to maintain same shall cease as to that portion so transferred.

ARTICLE IX

Additional Responsibility of HomeOwners' Association and Owner

Section 1. Taxes. The Owner shall be responsible for taxes (City and County) on his or her Lot(s).

Section 2. Insurance. The Owner shall be responsible for a Homeowner's Policy or Fire and Extended coverage either with adequate coverage in a sufficient amount to rebuild or repair the premises in the event of damage covered in these policies. The policy shall name the mortgagee and the Homeowner's Association as the loss payees. If the premises covered under these type policies are damaged or destroyed and the Owner will not repair or rebuild the Homeowner's Association shall be entitled to the monies (Except for any money required to be paid to mortgagee) to repair or rebuild.

Section 3. Utilities and Related Service. The Owner shall be responsible for all utility costs and related service charges associated with their Lot(s) and dwelling unit

Section 4. Electricity and Additional Electrical Charges. Developer reserves the right to subject the real property in this Subdivision to a contract with Progress Energy for the installation of underground electric cables. Developer reserves the right to subject the real property in this subdivision to a contract with Progress Energy for the installation of street lighting, which requires a continuing monthly payment to Progress Energy by each residential customer. This charge shall be passed to the Owners.

ARTICLE X

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Developer, the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns. All provisions of this Declaration shall run with the land and be binding for twenty (20) years from the date of recording and shall automatically be renewed for successive ten (10) year periods unless an instrument signed by 2/3 of the then Owners removing the Covenants and Restrictions is duly recorded.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violations or to recover damages, and against the land to enforce any lien created by these covenants; and failure by Developer, the Association or any Owner

to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Review Committee.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise effect any other provisions which shall remain in full force and effect.

Section 5. Amendment Prior to Sale by Developer. At any time prior to the closing of the first sale of a Lot or home by Developer, Developer may amend this Declaration. The closing of the first sale shall mean transfer of title and delivery of a deed and not execution of a Contract of Sale or a like document.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Office of the Clerk of Court for Florence County, South Carolina.

ARTICLE XI

Amendment

Section 1. Amendment by Developer. Developer, its Successors and Assigns, in the case of hardship, reserve the right to alter, modify, or amend these restrictive covenants, amend the plat, or amend other standards or requirements in these restrictive covenants, as is deemed necessary, with approval from the appropriate planning commission, if any, having jurisdiction over the Subdivision.

Section 2. Amendment by Owners. In addition to any other manner herein provided for the amendment of this Declaration, the covenants and restrictions of this Declaration may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two-thirds

(2/3) vote of the membership in the Association, provided, that so long as Developer is the Owner of any Lot affected by this Declaration, Developer's consent must be obtained. Provided, further, that the provisions for voting of Class A and Class B Members as hereinabove contained in this Declaration shall also be effective in voting for changes in this Declaration.

ARTICLE XII

Authority to Make this Declaration

Section 1. This Declaration of Protective Covenants and Restrictions is made by Developer on this the 26th day of August, 2009.

IN WITNESS WHEREOF, Ebenezer Development, LLC., by its duly elected officers, has caused this instrument to be executed on the day and year written above.

IN THE PRESENCE OF:

Ebenezer Development, LLC

Rebecca Craig
Jan K. Mill

Parker Stokes President
By: Parker Stokes, President

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw Ebenezer Development, LLC, by its members, seal and as its act and deed deliver the within written instrument and that s/he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 26th day
of August, 2009.

Jan K. Mill
Notary Public for South Carolina
Commission Expiration: 9/18/17

Rebecca Craig

EXHIBIT A

Property Description and Plat Reference

All those certain pieces, parcels or lots of land situate, lying and being in the County of Florence, State of South Carolina, being shown and designated as Lot Numbers 42 - 83 as shown on a Revised Final Plat of Phase II, The Reserve at Ebenezer prepared by Nesbitt Surveying Co., Inc. dated September 27, 2006 and recorded in the Office of the Clerk of Court for Florence County in Plat Book 92, Page 347. Reference being had to said plat for a more complete and accurate description.

This being a portion of the property conveyed to the Grantor hereby by deed of Frances Elizabeth Smith Fincher, et. al as recorded in the Office of the Clerk of Court for Florence County in Deed Book A-960, Page 825 on October 3, 2005.