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STATE OF SOUTH CAROLINA)
) RESTRICTIVE COVENANTS
COUNTY OF YORK)

DECLARATION OF COVENANTS LIMITATIONS, AND RESTRICTIONS

CLARENDON ESTATES SUBDIVISION
Lots 39 thru 74

ARTICLE 1. RECITAL OF PURPOSE.

WESCO DEVELOPMENT, LLC, of LAKE WYLIE, South Carolina, (the "Developer") 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 community known as "CLARENDON ESTATES," situated near LAKE WYLIE, York County, South Carolina. WESCO DEVELOPMENT ,LLC, of LAKE WYLIE, South Carolina 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 lots and parcels of land in CLARENDON ESTATES as described in Exhibit "A," and of any continguous and surrounding property which hereafter may be subjected to this plan of land use in accordance with the provisions of Article 3.

ARTICLE 2. 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 or unnumbered parcel of land shown on a recorded plat of a subdivided section of land which is now or thereafter subjected to the covenants and restrictions set forth in this Declaration.

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

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

2.4 The term CLARENDON ESTATES shall mean a certain residential subdivision near LAKE WYLIE, York County, South Carolina to be developed by WESCO DEVELOPMENT, LLC, Rock Hill, South Carolina, and initially to be composed of the subdivided lots and parcels of land described in Exhibit "A" of this Declaration.

2.5 "Developer" shall mean WESCO DEVELOPMENT, LLC, of Rock Hill, South Carolina, as the owner and developer of CLARNDON ESTATES and the declarant of these covenants and restrictions.

2.6 "The CLARENDON ESTATES Architectural Review Committee" shall mean that board of individuals to WESCO DEVELOPMENT, LLC• may delegate its rights to exercise prior approval over all houses, structures, and improvements erected, placed, or altered in CLARENDON ESTATES.

2.7 The "Plat" shall mean the plat of CLARENDON ESTATES.

SEE EXHIBIT "A"

ARTICLE 3. IMPOSITION OF COVENANTS.

WESCO DEVELOPMENT, LLC, of LAKE WYLIE South Carolina, by execution and entering this instrument of record, publishes and declares that the subdivided lots and parcels of land which are described in Exhibit "A," comprising CLARENDON ESTATES Subdivision, 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 and in accordance with the easements and setbacks shown on the Plat, all of which shall be deemed covenants and obligations running with the land.

ARTICLE 4. GENERAL COVENANTS, RESTRICTIONS, AND EASEMENTS.

4.1 All lots affected by these covenants shall be used for residential purposes. The only structures to be erected, altered, placed or permitted on any lot shall be one (1) single—family detached dwelling. The term "enclosed dwelling area" as used in these minimum size requirements of **2000** finished, heated square feet shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, basements, or open porches which, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling areas.

4.2 No house, garage, building or other structure shall be erected or altered subsequent to being erected, upon any lot until the proposed plans,.including exterior finish and color and also including plot plan (delineating site location of the proposed building or structure, as well as driveways and parking areas), have been:approved in writing by the CLARENDON ESTATES Architectural Review Committee. Structures subject to prior approval shall include, without limitation, fences, walls, and free—antennas and pole—mounted security lights. No dogs will be permitted to run loose in the subdivision. No chain link fences will be permitted on any lot. No clothes lines will be permitted on any lot. No above-ground swimming pools will be permitted on any lot. No satellite dish larger than 21" shall be permitted on any lot. No garage Will be constructed so that the door faces the street. Siding of any type may not cover more than 65% of the exterior with the remaining exterior covered by Brick, Stone or Stucco. The plans and site location of any proposed improvements or their uses may be rejected or conditionally approved upon any reasonable grounds which the Committee in the sole discretion shall deem desirable for the orderly, harmonious, and aesthetic development and use of land in CLARENDON ESTATES proposed plan and plot plan shall be submitted to the CLARENDON ESTATES Architectural Review Committee for review and for retention with its permanent records. If the Architectural Review Committee fails to grant, deny, or conditionally approve proposed plans within thirty (30) days following written receipt of all items required by this paragraph, the provisions of this paragraph shall be deemed to have been waived and approval shall be deemed to have been granted.

4.3 In order to assure that every building or structure will be located such—that views, privacy, and ventilation will be maximized to the extent practicable for all residences, and also to assure that every building or structure will be located with proper regard to the topography of the site, and implementing aesthetic and environmental objectives, the CLARENDON ESTATES Architectural Review Committee shall have the right and full discretionary authority to designate the general site'location of any building Or structure erected, place, altered, or enlarged upon any lot or parcel of land affected by these covenants. If, however, a particular site location is stipulated in writing in a contract of purchase or deed of conveyance by Developer, the Architectural Review Committee shall accept such stipulation and the site shall be deemed approved without further action. As indicated on the Plat, all structures shall be set back 58' from the center of the road. All structures on any given lot should be set away from each side property line of said lot by a distance of not less than 25 feet.

4.4 No house will be approved for construction by the CLARENDON ESTATES Architectural Review Committee unless it is designed to contain a minimum of **1800** square feet of heated, finished interior living space above ground level.The houses on lots **22 thru 38** in CLAREDON ESTATES should contain a minimum of 1800 square feet of heated, finished interior floor space. If the house is to be composed of two—stories, the ground level or first story must contain at least **1200** square feet.

4.5 In construction of a residential dwelling, every lot owner shall provide space for automobile parking off public streets in accordance with standards established by the CLARENDON ESTATES Architectural Review committee, and such parking space shall be completed prior to occupancy. All parking spaces and driveways shall be concrete.

4.6 The exterior of all houses, and other structures must be completed within one (1) year, except where completion is impossible or would result in hardship to the lot owner or builder due to strikes, fires, severe material shortages, national emergency, or natural calamity.

4.7 No mobile home, trailer or recreational van or recreational vehicle ("RV") of any type, fashion, or description of a temporary character, shall be placed on any lot at any time either temporarily or permanently, except for construction trailers and sheds during the actual construction of houses. No disused or abandoned vehicles or heavy equipment or tractor trailer shall be stored or left on any lot, Boats may be kept in open storage ,provided they are placed on a concrete slab that extends a min of 1' beyond the total size of said boat in both length and width and are to be placed in the back yard of the home.

4.8 In construction of a residential dwelling, every lot owner (including speculative builders) shall provide screened or enclosed areas in which garbage receptacles, fuel tanks and similar storage receptacles shall be installed.

4.9 All free-standing mail boxes for rural delivery located on lots affected by these covenants shall be of uniform size, design, materials, and color, and shall be constructed by owners and builders in accordance with standards established by Developer or by the CLARENDON ESTATES Architectural Review Committee in completing construction of all houses. No other free-standing mail- boxes or newspaper boxes shall be used or permitted.

4.10 No lot shall be subdivided, nor its boundary lines altered, except with the prior written consent of Developer. The right is reserved, however, by Developer to replat any lot or lots owned by it and shown on plats of subdivided sections or sections marked "future development" made subject to these covenants, together with the right to relocate easements, roads, streets, walkways, bridges, parks, open space areas, recreational facilities, and other amenities as shown on the initial plat to conform to the revised boundaries of the re-platted lot or lots. The provisions of this paragraph shall in no way prohibit the combination of (2) or more contiguous lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in application of these covenants. In all other cases where lot boundaries are altered by or with permission of Developer, easements running along the original boundaries shall be deemed extinguished and replaced by similar easements running along the revised boundary lines.

4.11 No obnoxious or offensive activity shall be conducted on any lot, nor shall anything be done on any lot tending to cause discomfort or annoyance to the neighborhood. No plants, animals, machines, or devices of any kind whose normal activity or existence is dangerous, unsightly, unsanitary, or-unpleasant shall be maintained on any lot. Dogs shall not be allowed to roam the subdivision and must be housed within an enclosed area.

4.12 Every lot owner shall bear the affirmative duty of preventing his lot and residence from becoming unkempt, unsightly, or unclean, and thus detracting from the beauty and setting of CLARENDON ESTATES.

4.13 Developer reserves unto itself, its successors, assigns, and licensees a perpetual and assignable easement and right of way on, over, and under every lot, extending ten -(10) feet in width along the front and rear boundary lines and ten (10) feet in width along the lateral boundary line of each lot, to be used for installation, operation, and maintenance of electric and telephone wires, cables, conduits, and accessory equipment for water and sewerage pipes, mains, pumps, and related facilities; for ,storm drainage and drainways; for gas lines; for community television lines, and for use or conveyance of other utilities serving the public convenience. The rear lot line easement created hereby shall be twenty (20) feet in width on the lots thus designated on the Plat or along shore line on the Lake. 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 reasonable necessary to provide safe, economical, and attractive utility services.

4.14 All electric, telephone service and cable tv lines connecting houses with.distribution and main transmission lines shall be installed under-ground. Distribution and main transmission lines may, however, be installed on poles above- ground .

ARTICLE 5 CLARENDON ESTATES ARCHITECTURAL REVIEW COMMITTEE.

5.1 The Clarendon Estates Architectural Review Committee shall be composed initially of certain of its officers appointed by Developer. As the development of CLARENDON ESTATES progresses. Developer in its discretion may enter into an agreement or arrangement with representative lot owners, realtors, building contractors, and other qualified and interested persons, and may change the composition of the Committee to include such persons. If it so chooses. Developer may delegate all of the discretionary authority and rights of review and approval reserved in this declaration to CLARENDON ESTATES Architectural Review Committee, and may retain only a minority position of the Committee or may relinquish its membership altogether.

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

5.3 In its review and approval of proposed construction in CLARENDON ESTATES, the Architectural Review Committee shall have full discretionary authority to approve, reject, or conditionally approve any of the foregoing on any reasonable grounds related to development or preservation of orderly, harmonious, aesthetic, and environmentally sound conditions in CLARENDON ESTATES.

ARTICLE 6. MAINTENANCE CHARGES.

6 .1 Each owner shall be subject to one annual maintenance charge of Three Hundred Dollars ($300) PER LOT for the purpose of creating a fund to be known as the "Homeowners Association Fund". This charge shall be payable to the CLARENDON ESTATES Homeowners Association, Inc. annually in advance on January 1 of each year and shall commence from the date of the contract of sale or conveyance of the lot purchased. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage lien. Any maintenance charge not paid when due shall bear interest from the date it becomes due until paid at the rate of Eight (8%) percent per annum.

The total fund accumulated from this charge, insofar as the same may be sufficient, shall be applied toward the payment of maintenance expenses for any and all of the following purposes: lighting, watering, improving and maintaining parks and parkways; improving and maintaining green areas (not green strips or private buffer areas); improving or maintaining tennis courts, if applicable; improving or maintaining athletic fields, if applicable; payment of legal or other expenses incurred in connection with the collection, enforcement and administration of the Homeowners Association Fund; and doing other things necessary or desirable in the opinion of the CLARENDON ESTATES Homeowners Association, Inc. to keep the property in the subdivision neat and in good order, or which it considers to be of general benefit to the owners and occupants of the subdivision. (Note:Expenses for lakes shall be pro—rated by the lots fronting lake.) It is understood that the judgment of the CLARENDON ESTATES Homeowners Association, Inc. in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. At any time after January 1, 2001 CLARENDON ESTATES Homeowners Association, Inc. reserves the right to increase or decrease the aforesaid annual charge in accordance with the cost factors involved, and with the consent and approval of the CLARENDON ESTATES Homeowners Association, Inc.

6.2 Special Charges for Lots Fronting the Lakes.
The owners of Lots bordering any ponds or lakes shall be responsible for the pro rata share of any expenses for the repair and upkeep of the lakes and dam on which they are contiguous. The owners of these lots may have access to the portion of the lake within the boundary of their individual lots. Owners may grant permission in writing to guests and neighbors within the boundary of their lots.

ARTICLE 7. CLARENDON ESTATES HOMEOWNERS ASSOCIATION,INC.

7.1 The CLARENDON ESTATES Homeowners Association, Inc. shall be composed of owners of lots in the subdivision known as CLARENDON ESTATES, located in York County, South Carolina Being property subject to these restrictions.Each owner of a lot in the subdivision shall be entitled to one (1) vote at any meeting of the members. The Association shall act through a Board of Governors comprised of three (3) persons who shall be owners of a lot in the subdivision. The Developer will serve as the initial Board'of Governors, in its sole capacity as developer, until such time as 75% of the lots in CLARENDON ESTATES Subdivision are sold. Within six months after the sale of more than 75% of the lots in the CLARENDON ESTATES Subdivision, the CLARENDON ESTATES Homeowners Association, Inc. must have a Corporate "neighborhood" meeting in which three persons, as listed above, will be elected to the Board of Governors. Thereafter, one meeting each year must be held so that a new Board of Governors may be elected, with the time of such meeting, and the full duties, and powers of said Board of Governors to be determined by the Association through its annual meetings.

ARTICLE 8. GENERAL PROVISIONS.

8.1 All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding upon all persons, firms, and our corporations owning any interest in the lands now or hereafter affected by this Declaration for a period of twenty—five (25) years from the date on which this Declaration is entered of record. On the twenty—fifth anniversary date of the recording of this Declaration, all covenants, restrictions, and affirmative obligations set forth in this instrument shall be automatically extended for successive periods of ten (10) years each, unless at the termination of any subsequent ten (10) year period, an amendatory declaration is filed of record changing these covenants in whole or in part; provided, however, that no such amendatory-declaration shall be effective unless it is executed by at least three—fourths (3/4) of the parties then owning the property substantially affected by the amendments, or by purchaser of a lot affected by these covenants shall be deemed to agree thereby that the covenants and restrictions of this Declaration may be amended, extended, or terminated as provided in this Article. The provisions of this paragraph shall not apply to easements or open space areas which are reserved or dedicated in perpetuity.

8.2 The covenants, restrictions, and affirmative obligations set forth in this Declaration may be enforced by any appropriate action'at law or proceeding in equity against any person violating or attempting to violate any covenants, restrictions, or affirmative obligations imposed hereby. Such action or proceeding may be brought by Developer, its successors and assignes, or by the owner of an interest in any property now or hereafter'made subject to this Declaration. The failure to enforce any rights, reservations, or conditions contained in this Declaration, however long continued, shall not be deemed to waive or bar the right of enforcement as to such violation or as to any subsequent violations.

8.3 Developer reserves the right to subject other properties to this Declaration by filing of record a supplementary declaration describing the property to which these covenants to be applicable to the supplementary property. No representation is made or intended that any adjoining or surrounding properties will be developed in the same manner or scheme as CLARENDON ESTATES.

8.4 These covenants may be amended, in whole or in part, at any time prior to a specified termination date by written declaration on setting forth the amendments, revisions, or deletions to be implemented, and signed by Seventy five (75%) percent of all lot owners substantially affected by such changes. Any such amendatory if duly adopted and signed by the requisite majority of owners, shall become effective within one (1) week following the date of recording.

8.5 All rights, privileges, powers, and authority reserved in this Declaration to Developer shall be assignable and delegable and shall inure to the benefit of any successor corporation.

8.6 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.

8.7 Headings have been inserted in this Declaration for convenience only and are not to be construed as defining, limiting, or otherwise modifying the paragraphs to which they pertain.

8.8 All references in this Declaration to the masculine gender shall be deemed to include the feminine or neuter gender, and vice versa; and all references to the singular shall include the plural, and vice versa.

Signed & Executed this 27 day of June, 2006 by,

Witness:

Developer:
WESCO DEVELOPMENT LLC.

Bill

It's MANAGER

STATE OF SOUTH CAROLINA
COUNTY OF YORK

Personally appeared before me the undersigned and made oath that (s)he saw the within-named Developer sign, seal and as its act and deed, deliver the within-written Restrictive Covenants for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 27 day of June, 2006

Notary Public for South Carolina
My Commission Expires: 11/25/12

Exhibit "A"

All that certain piece, parcel or lot of land lying, being and situate in BETHEL TOWNSHIP, York County, South Carolina, containing 62.918 acres, and being more particularly shown on plat entitled LOTS 39 - 74 "CLARENDON ESTATES" prepared by JOE BAIRD dated JUNE 4 2006 and recorded JUNE 23, 2006 in Plat Book D-114 at Page 3 in the Office of the Clerk of Court for York County, South Carolina, which plat is by reference incorporated herein as a part of this description for a more particular description by dimensions, metes and bounds.

DERIVATION: This being the identical property conveyed to WESCO DEVELOPMENT, LLC by Deed of VIOLET N. BRANDON, BRAD ROBINSON "TRUSTEE" dated SEPTEMBER 20, 2001 and recorded OCTOBER 3, 2001 in Record Book 3892 at Page 275 in the Office of the Clerk of Court for York County, South Carolina.