

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF LANCASTER)

**PROTECTIVE AND RESTRICTIVE
COVENANTS AND MODIFICATION**

WHEREAS, Scott-Land Development, LLC (the "Developer") is the Developer or a residential subdivision located in Lancaster County, South Carolina known as College Place Subdivision, on a separate Plat for Scott-Land Development, LLC, a full description of which may be had by reference to Plat thereof made by J.C. Crumpler, dated 9/4/08, entitled "College Place Subdivision, Phase II" and recorded in the Register of Deeds Office for Lancaster County, South Carolina, as Plat Number 2009/178.

WHEREAS, the Developer is the owner of the fee simple title to Lots B-1 through B-43 as shown on the above referenced Plat of Survey. The Developer desires that this document not only impose Restrictive Covenants to all lots in "College Place Subdivision, Phase II" (the "Subdivision"), but amend and replace any and all documents of record which proceed this document;

WHEREAS, the Developer is desirous of imposing certain Protective and Restrictive Covenants on the aforementioned lots and desires that those Protective and Restrictive Covenants be applicable to the respective lots in the Subdivision;

KNOW ALL MEN BY THESE PRESENTS, THAT Scott-Land Development, LLC being the Developer to all of the lots mentioned above, does hereby stipulate, make, constitute, and declare applicable to all of the property designated as Lots Number B-1 through B-43 inclusive as shown on Plat Number 2009/178.

The Developer proposes to sell and convey a certain number of lots which constitute the above mentioned property and this instrument is executed and filed for the benefit and protection

2009005242

RESTRICTION
RECORDING FEES

\$16.00

PRESENTED & RECORDED:

04-17-2009 11:37 AM

1

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY
BK:DEED 513
PG:153-162

of, and shall be binding upon the Developer, its respective successors, heirs and assigns. as grantor, as well as all future owners of said property, their heirs, successors, and assigns. These Covenants and Restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of thirty (30) years from the date these Covenants and Restrictions are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years. Enforcement shall be by proceedings at law or in equity against any person or recover damages, therefore. Failure so to prosecute an action or violation or attempted violation shall in no manner constitute a waiver or forfeiture of the right to prosecute on a subsequent affect any of the other provisions which shall remain in full force and effect.

The Covenants and Restrictions applicable to the property referred to in the first paragraph hereof are as follows:

1. Each lot shall be used for single-family residential purposes only.
2. No business, trade, or profession of any kind or type whatever shall be permitted or allowed to be conducted from or on said property.
3. No dwelling shall be erected having a heated area, exclusive of garages, porches, and stoops, of less than 1600 square feet for single-level; and each multi-story dwelling shall contain a minimum of 1100 square feet of enclosed heated living area on the first (main entry level) floor. Porches and sunroom additions must conform with existing dwelling style, texture and color.
4. Each dwelling must contain an attached garage or carport on the first floor or basement level sufficient in size for at least two standard sized automobiles. The opening of the garage or carport shall not face directly upon a subdivision street (corner lots to obtain written

approval from the Developer only).

5. The roof of all dwellings shall be covered with shingles of a minimum of 25 year "architectural design", unless otherwise approved by the Architectural Control Committee. The pitch of all roofs shall have a minimum rise to run ratio of 6:12, except patios and porches and like ancillary rooms with a minimum rise to run ratio of 3:12.

6. No tractor-trailer rigs, buses or inoperable vehicles shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to the tract. Any recreational vehicle, boat, trailer or camper must be parked or screened so that it cannot be viewed from nearby tracts or the street. No inoperable, stripped, wrecked or junk vehicles shall be permitted to be parked or kept on any street or tract for more than thirty days.

7. No residence shall be located on said property nearer than twenty-five (25') feet to the front property line, nor ten (10') feet to the side property line, nor thirty (30') feet to the rear property line, nor twenty-five (25') feet from the property line adjacent to the second street for corner lots. Any allowable detached structure must adhere to the above setback requirements, except that the rear setback requirement shall be four (4') feet, as designated on Plat of Survey and by Building and Zoning.

8. No apartment house shall be erected on said property. By 'Apartment House' is meant any building designed to house more than one family.

9. No trailer, mobile home, house trailers, camper trailers, tent, shack, garage, outbuilding or the basement of a contemplated permanent dwelling shall be occupied as a residence either on a temporary or a permanent basis. All structures constructed or placed on any tract shall be built of substantially new materials on site and no used structures shall be placed on any tract, except a doghouse, swing set or child's playhouse.

10. One hundred percent (100%) of the exterior of a residence shall be brick, stucco or stone (provided that split faced concrete block may be used for foundations) excluding roofing materials, doors and windows, eaves, soffits, vents, and posts. Exterior materials such as wood shakes or shingles hardy plank must be approved in writing subject to architectural review.

11. All concrete block or basement wall construction must be covered brick, stone or stucco in order to completely hide the block and its mortar seams and/or the wall. Split faced block may be used subject to architectural review and written approval.

12. Prefabricated fireplaces on an outside wall with chimneys that do not extend beyond the roof line must be located at a hip designated roof. An interior chimney may be veneered with permitted building material, except metal. Flashing, caps and similar chimney parts may be metal.

13. All driveways must have a concrete wearing surface.

14. No obnoxious or offensive trade or activity shall be carried on upon said property or anything done thereon which may be or become detrimental, an annoyance, or a nuisance to the neighborhood.

15. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that household pets may be kept provided that they are restrained in compliance with the Canine Leash Laws of the City of Lancaster and kept on the property of the owner and provided further that they are not kept, bred, or maintained for any commercial purposes.

16. All mailboxes shall be uniform in size and color and shall be made available to each purchaser from the Developer prior to the closing. Each owner shall be responsible for all costs associated with the purchase and installation of the mailbox and its support. The Developer shall have final approval over all mailboxes

17. Once construction of a residence has commenced, the exterior thereof, including siding material, shall be completed within six months thereafter. Any partially completed structures or improvements for which construction activity has ceased for ninety consecutive days, and the debris or remains of any structure damaged by wind, fire, or other causes shall constitute a nuisance and may be removed by the Developer, or it assigns, if the owner of the tract fails to abate such nuisance within 30 days written notice thereof is given. All costs expended shall be paid by the Owner and shall constitute a lien upon the tract until paid in full together with an interest at the rate of 8% per annum.

18. Each owner covenants to preserve and maintain the exterior of all improvements to the real estate together with the lawn, trees and shrubbery in a good and reasonable manner. Upon completion of the dwelling construction or during construction, each owner shall submit a landscaping plan to be approved by the Developer.

19. Developer, or its assigns, may require the use of trash containers during construction activity on a tract in order to maintain a clean and sightly condition during the construction period. Silt fencing will be required where needed to keep eroded soils contained on a lot. Gravel shall be required on construction driveways at all times. Construction projects "shall minimize disturbance of tree concentrations to the maximum extent reasonable". No hardwood trees having a diameter of eight inches or more at a point twelve inches from the ground shall be cut or removed, except from an area within 20 feet of the dwelling, unless the tree is diseased or upon Developer's approval.

20. Swimming pools must be in ground and shall be screened from view from adjoining tracts.

21. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage,

or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, debris, or materials shall be buried on any lot. Trees, brush, and other materials produced by clearing or grading a lot shall not be buried on site.

22. No parking in road right-of-ways. No parking anywhere in subdivision of vehicles with more than two axles.

23. No walled or fenced enclosure of any kind whatsoever shall be permitted between the front wall of a dwelling and the street it faces pending architectural review and written approval from the Developer. All fencing shall be built of wood, metal, or iron (no chain link or wire mesh fencing) stone, masonry or vinyl and shall be architecturally compatible to the Owner's home. No fence of any kind shall be permitted in excess of eight (8) feet.

24. The lots shown on the recorded Plat shall be adhered to and said lots shall not further be subdivided unless the lots are increased in size and/or the number of lots diminished. In the event that this re-subdivision is done, all setback lines and side lot line distances shall apply to the new subdivided lot lines and all other provisions of these Protective Covenants.

No tract may be subdivided by any owner subsequent to the Developer unless the Lot is increased in size. Developer may amend or modify any existing Plat and thereby relocate the property lines of any tract, which is owned by the Developer.

25. Zoning Ordinances, Restrictions and Regulations of the City of Lancaster are applicable to subject property and should be observed. Be it known that areas such as property setbacks, animal control, water and sewer taps, driveway construction, illegal activities, business activity, waste disposal, burning, media devices (satellite dishes), and lawn upkeep are all governed by local ordinances and all properties will be subject to said Restrictions.

26. Nothing herein shall be construed as imposing any Restrictions upon any other property owned by the Developer. These Covenants and Restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of thirty (30) years from the date these Covenants and Restrictions are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as provided below. These Restrictions and Covenants may at any time be modified or amended by written instrument signed by the owners of at least two-thirds of the Home Owners Association once it has been established.

27. The Developer has previously formed a Home Owners Association whereby all Lot Owners of Phase IIB shall be members of the Association. The Association shall have the right to enforce the Restrictions and Conditions as well as manage the common areas as identified on the subdivision plan. The Association is formed under South Carolina Law and each property owner shall automatically become a member of the Association with full voting rights. The initial director of the Association shall be the Developer. Each lot shall receive one vote. The Developer shall set all fees for the Association for maintenance. The name of the Homeowner's Association shall be "College Place Homeowner's Association, LLC". The Association consists of all lot owners in Phase I and II.

28. Except as otherwise specifically noted, the owner of each tract by acceptance of a Deed therefore by virtue of such ownership shall agree to an annual maintenance fee of \$250.00. Fees are to be used to maintain the common areas, preservation, improvement, and landscaping of the Subdivision. Said fees will be due beginning January 1 of each year with said fee prorated as necessary. Fees will be paid to the Developer until such time as the Home Owner's Association assumes responsibility for said upkeep. There is an automatic five percent

cumulative per year increase allowed. Any assessment higher than five percent or any special one-time assessment requires a two-thirds majority vote of the Home Owner's Association. The fee if not paid within thirty days shall bear the interest rate of ten percent and shall constitute a lien upon each tract. The lien may be enforced as by allowed by law.

29. The Developer is permitted to place temporary marketing signs at the entrance to the Subdivision. The only other such signs allowable shall be the normal small sign utilized in the course of effecting residential sales transactions or contractors' signs to be placed within twenty feet of a driveway by a real estate agent or by the owners to advertise a tract or dwelling for sale.

30. No construction, reconstruction, remodeling or alteration of, or addition to, any building, improvement, device or structure of any kind, including, in addition to the residential structure and its appurtenant structures, all walls fences, porches, patios, drives, walks, decks and swimming pools shall be commenced without the written prior approval of the Developer or its assigns, as to the proposed site location, plans and specifications of such building, improvement, device or structure.

PROCESS: There shall be submitted to the Developer, or assigns, two complete sets of final plans, one to be full sized and one can be reduced (8"x 14") and specifications of any proposed improvements. The Developer, or assigns, shall approve or disapprove such plans within thirty days from receipt. In the event Developer fails to approve or disapprove within the thirty day time allotment, said requirement shall be deemed to be fulfilled. One set of plans will be returned to the owner within written unconditional approval, approval with variances, disapproval with required variances or unconditional disapproval with explanation. No waiver shall be given unless in writing. The Developer shall have the right to charge a reasonable fee of \$50.00 for such review. Approval by the Developer shall not constitute approval of the structural stability, design Restrictions. The purpose of the architectural review provision is to protect the value of all real property subject to this Declaration.

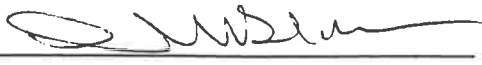
31. Easement for installation and maintenance of utilities and drainage facilities are

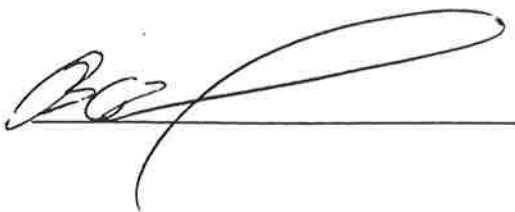
reserved alone ten (10') feet long the rear of each lot and five (5') feet along all side lines of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements. 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.

32. Any other provision to the contrary notwithstanding; the Developer, its heirs and assigns, can at any time hereafter, without the consent of the property owners: modify the terms and conditions of these Restrictive Covenants, including, without limitation, the boundaries or dimensions of any of the lots still owned by Developer and (ii) subject additional property (ies) to these Restrictive Covenants.

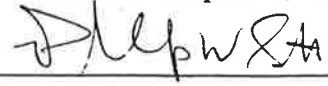
WITNESS our hand and seal the respective dates appearing below our respective signature below.

IN THE PRESENCE OF:





Scott-Land Development, LLC



Philip W. Scott

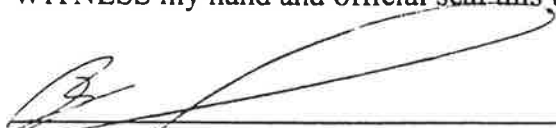
Its: MEMBER

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

I, the undersigned notary public, do hereby certify that the above named LLC with its authorize representative personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 9 day of Feb, 2008.


_____ (Seal)

Notary Public of South Carolina

My Commission Expires: Sept 12, 16