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DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

KELLER'S POND SUBDIVISION, PHASE I

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KELLER'S POND SUBDIVISION, PHASE I (hereinafter sometimes referred to as "Declaration"), made on the date hereinafter set forth by Old Woodlands Development Corporation, a South Carolina corporation (hereinafter referred to as "Declarant"), having an office in Richland County, South Carolina

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in the County of Lexington, State of South Carolina, generally identified and known as Keller's Pond Subdivision, Phase I, which is more particularly described by plat, as follows:

All those certain pieces, parcels or lots of land, together with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated on a plat entitled "Keller's Pond Subdivision, Phase I, Bonded Plat, Lexington County, South Carolina", prepared for Old Woodlands Development Corporation by U.S. Group, Inc., dated April 1, 1999, revised June 7, 1999 and recorded in the Office of the Register of Deeds for Lexington County, South Carolina on June 25, 1999 at Slide 491, Plat # 4. Reference to said plat is made for a more complete and accurate description.

WHEREAS, it is the intent of the Declarant hereby to cause the property of Keller's Pond Subdivision, Phase I ("Keller's Pond Phase I"), as described on the above referenced plat as "Phase I", to be subjected to this Declaration of Covenants, Conditions, Restrictions and Easements.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Keller's Pond Homeowners Association, Inc. its successors and assigns.

SECTION 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be conveyed to the Association at the time of the conveyance of the first Lot is described as follows:

All of that land shown as medians or designated as "Common Area" as shown on the plat entitled "Keller's Pond Subdivision, Phase I, Bonded Plat, Lexington County, South Carolina", which appears of record in the Office of the Register of Deeds for Lexington County, South Carolina at Slide 491, Plat # 4.

Common Area shall also mean such additional property which from time to time is deeded to the Association in fee simple by Declarant.

NOTE: The pond shown on the Plat is not a part of the Common Area. The pond is for the exclusive use of the owners which border on the pond.

FURTHER NOTE: It is anticipated that the Declarant will (1) convey to the County of Lexington the roadways within Keller's Pond Subdivision, Phase I as shown on the Plat, and that the County of Lexington will assume maintenance responsibility for all roads and associated storm drainage, and (2) grant to the County of Lexington and/or the Town of Lexington, as the case may be, various easements for storm drainage, water supply and sewage disposal systems.

SECTION 3. "Declarant" shall mean and refer to Old Woodlands Development Corporation, a South Carolina corporation, as well as its successors and assigns, if Declarant shall make an express conveyance of its rights as developer hereunder to such successor or assign.

SECTION 4. "Declaration" shall mean Declaration of Covenants, Conditions, Restrictions and Easements for Keller's Pond Subdivision, Phase I, as the same may be amended, renewed or extended from time to time in the manner herein provided.

SECTION 5. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision plat of the Properties with the exception of Common Area.

SECTION 6. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 7. "Non-Member User" shall mean and refer to any person who is not a Member of the Association for the use of the Common Areas as set out in the By-Laws of the Association.

SECTION 8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 9. "Plat" shall mean that certain plat entitled "Keller's Pond Subdivision, Phase I, Bonded Plat, Lexington County, South Carolina", which appears of record in the Office of the Register of Deeds for Lexington County, South Carolina at Slide 491, Plat # 4, as well as all future recorded plats, if any, describing those certain parcels of land annexed, as described thereon, and made subject to this Declaration by amendment hereto.

SECTION 10. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions hereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

(a) The right of the Association to permit the use of the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by 2/3rds of each class of members and has been recorded.

(d) The right of the Association to impose further regulations for the use and enjoyment of the Common Area and

improvements thereon, which regulations may further restrict the use of the Common Area.

(e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by 2/3rds of each class of members.

(f) The right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the properties or to grant an easement to the Declarant for the purpose of eliminating or permitting unintentional encroachments of improvements onto portions of the Common Areas or any other purpose or reason.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers who reside on the Lot of such Owner.

SECTION 3. LEASES OF LOTS. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's residence on its Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the Lease. All Leases of Lots shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot, by acceptance of the deed to the Lot, shall be a Member of the Association, and agrees to be subject to the provisions of this Declaration of Covenants, Conditions and Restrictions, the By-laws of the Association, and any amendments thereto, and any rules and regulations adopted by the Association.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The

vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot it owns as shown on the Plat. The Class B membership shall cease and be converted to Class A membership on the happening the earlier of the following events:

- (a) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) December 31, 2006; or
- (c) when Declarant elects, by notice to Association in writing, to terminate its Class B membership.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay (a) to the Association: (i) annual assessments of charges; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro-rata share of ad valorem taxes levied against the Common Area; and (ii) a pro-rata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used to promote the safety and welfare of the residents of the

Properties and in particular for the acquisition, improvement and maintenance of Properties, devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, and the payment of taxes assessed against the Common Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of way), the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, and the lighting of streets (whether public or private); municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architectural Control Committee; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and any amendments thereto. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and

constitute an asset of the Association which may be used in the operation and management of the Properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until December 31, 2001, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot, and at Board of Directors of the Association's option, may be collected, semi-annually or annually.

(a) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed 20 percent (20%) of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, subject to the other provisions of this Article.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including 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. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or holders of proxies entitled to cast 50 percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be one-half (1/2) of the required

quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. RATE OF ANNUAL ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual or annual basis.

SECTION 7. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area, provided however, notwithstanding anything herein to the contrary, that in no event shall the Declarant be obligated to pay more than the lesser amount of twenty-five (25%) percent of the aggregate sum of the Annual Assessment and Special Assessment levied against all Lots owned by Declarant during each calendar year (which annual assessment shall be prorated for the period of time during which calendar year the Declarant is Owner of said Lot) or such amount necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. This obligation shall create a lien against the Declarant's Lots. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board of Directors shall fail to fix the amount of annual assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed.

The due dates for the payment of assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or the highest rate allowed by law whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same and may foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosures of Mortgage, and interest, costs and reasonable attorney's fees for representation of the Association in such

action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

SECTION 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner. This section shall not become applicable until Class B Membership ceases to exist.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage on each Lot. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first mortgage, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer.

No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

SECTION 11. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 1. IMPROVEMENTS. No building, fence, wall or other structure or planting or landscaping shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including without limitation any planting or landscape be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural control committee (hereinafter referred to as the "Architectural Control Committee"). The Architectural Control Committee shall be the Declarant until all of the Lots in Keller's Pond Phase I, have been fully developed, permanent improvements constructed thereon, sold to permanent residents or until such time as Declarant elects to terminate or relinquish control of the operation of the Architectural Control Committee. In such event, the Declarant shall have the right, but not the obligation, to transfer control of the Architectural Control Committee to the Owners, or an entity to be established by the Owners, or to terminate and do away with the Architectural Control Committee in its entirety. It is acceptable for the Declarant or Assignee to assign various functions of the architectural committee to an outside architect or some other individual (s) the committee deems appropriate. Such approval of all improvements shall be within the sole discretion of the Architectural Control Committee.

SECTION 2. PROCEDURES.

(a) Any person desiring to make any improvements, alteration or change described in Section 1 above shall submit the plans and specifications to therefor, showing the nature, kind, shape, height, materials and location of the same, the Architectural Control Committee which shall evaluate such plans and specifications in light of the purpose of this Article.

In addition to the rights of the Architectural Control Committee provided herein, the Architectural Control Committee, as appropriate, shall have the right at any time to adopt any architectural review program pursuant to which plans relating to all proposed Improvements on the Property shall be submitted for review by an independent architectural review consultant engaged by the Architectural Control Committee for this purpose. In the event such a program is adopted, for each review conducted by the architectural review consultant, a review fee of Two Hundred and No/100ths (\$200.00) Dollars may be charged to the Owner by the Architectural Control Committee at the time of submission of the plans for review. Such fee shall be subject to adjustment from

time to time by the Architectural Control Committee based upon any increases in the charges of the architectural review consultant.

(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any lot of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications features or elements are subsequently submitted for use in connection with any other Lot. Approval of such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) The Architectural Control Committee, in its sole discretion, may excuse compliance with such architectural requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements. Compliance with the design review process provided herein or in any guidelines of the Architectural Control Committee is not a substitute for compliance with the building, zoning and subdivision regulations of the Town of Lexington, South Carolina, and each Owner is responsible for obtaining all approvals, licenses and permits as may be required prior to commencing construction. Approval by the Architectural Control Committee does not necessarily assure approval by the appropriate governmental board or commission in the County of Lexington, South Carolina.

(d) Neither Declarant, nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee.

FURTHER, NEITHER DECLARANT, NOR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIABLE IN DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OF SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY

SUBMISSIONS OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT OR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

Any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any lot thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any improvement or the use of any Lot or improvement is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VI

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE OF PROPERTY. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any builder of homes in Keller's Pond Phase I approved by Declarant from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Keller's Pond Phase I; and provided, further that, to the extent allowed by applicable zoning laws, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

SECTION 2. SETBACKS AND BUILDING LINES. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines as shown on the plat or unless approved for each lot in writing by the Architectural Control Committee before commencement of lot clearing preparatory to construction unless either a variance shall have been granted by Declarant or Declarant shall have amended the Plat. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates the requirements and provisions of any applicable zoning ordinances and subdivision regulations.

SECTION 3. WALLS AND FENCES. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than said minimum building setback lines as shown on the plat unless the

same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to Article III above. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. Chain link fences are prohibited except when the Architectural Control Committee gives written approval.

SECTION 4. SUBDIVISION OF LOT. One or more Lots or parts thereof may be combined with adjacent Lots to form a single building Lot when approved, in writing, by Architectural Review Committee, and, in such event, the building line requirements provided herein shall apply to such Lots as re-subdivided or combined and side line easements as shown on the plat shall be moved to follow the new side line so that the easement would run along the newly established side line.

SECTION 5. TERRACES, EAVES AND DETACHED GARAGES. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached structures must be to the rear of the main dwelling and must not encroach upon the Lot of an adjacent Owner.

SECTION 6. BUILDING REQUIREMENTS. The heated living areas of the main structure, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall be not less than 1500 square feet. Declarant reserves the right to increase or decrease the foregoing minimum square footage requirement with respect to all or a portion of the additional land annexed to the Properties in accordance with Article VIII, Section 6, Subsection (b) by recording an instrument which sets forth the decreased or increased minimum square footage requirement in the Office of the Register of Deeds for Lexington County, prior to or contemporaneous with the annexation of such additional land or portion thereof by Declarant.

SECTION 7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS. No part of any structure nor the lower branches of trees or other vegetation shall be permitted to obstruct the view at street intersection.

SECTION 8. DELIVERY RECEPTACLES AND PROPERTY IDENTIFICATION MARKERS. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail,

newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

SECTION 9. USE OF OUTBUILDING AND SIMILAR STRUCTURES. No structure of temporary nature (unless approved in writing by the Architectural Control Committee) shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

SECTION 10. COMPLETION OF CONSTRUCTION. The Declarant shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction. Any and all costs incurred by the Declarant including court costs and reasonable attorney's fees shall be paid by the Lot Owner.

SECTION 11. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

SECTION 12. OFFENSIVE ACTIVITIES. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in Keller's Pond Phase I.

SECTION 13. SIGNS. No advertising signs or billboard shall be erected on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Article shall not apply to notices posted in connection with judicial or foreclosure sales conducted with respect to a mortgage or any legal proceeding.

SECTION 14. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITY SERVICE. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, or distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Clotheslines, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground.

SECTION 15. ANTENNAE. No radio or television transmission or reception towers of antennae shall be erected on any structure or within the property without the prior written approval of the Architectural Control Committee. In no event shall free standing transmission or receiving towers, satellite dishes or disks be permitted that exceed three (3') feet in diameter, all other satellite dishes and their locations must be approved by the Architectural Control Committee.

SECTION 16. TRAILERS, TRUCKS, SCHOOL BUSES, BOATS, BOAT TRAILERS. No house trailers or mobile homes, school buses, trucks, boats, boat trailers, motor homes, campers, vans with commercial business identification, or vehicles on blocks shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets and adjoining lots. In addition, no vehicle of any kind may be kept, stored or parked on any non-paved area of a Lot or adjacent Lot. Notwithstanding the foregoing, passenger automobiles, pick up truck without commercial lettering may be parked in driveways. The foregoing will not be interpreted or construed or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.

SECTION 17. GARBAGE AND REFUSE DISPOSAL. 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 designed for that purpose. All incinerators or other equipment for the storage of disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Lot Owner of such Lot, at the Lot Owner's expense, upon written request of the Architectural Review Committee.

SECTION 18. CHANGING ELEVATIONS. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

SECTION 19. SEWAGE SYSTEM. Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

SECTION 20. WATER SYSTEM. Water shall be supplied through municipal systems or type approved by appropriate State and local agencies.

SECTION 21. UTILITY FACILITIES. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone, electric and sewage systems, within this proposed area, which may be in variance with these restrictions.

SECTION 22. MODEL HOMES. Declarant, as well as any builder of homes in Keller's Pond Phase I, shall have the right to construct and maintain model homes on any of the Lots. "Model Homes" shall be defined as those homes used for the purpose of inducing the sale of other homes within the Properties.

SECTION 23. DRIVEWAYS AND ENTRANCE TO GARAGE. All driveways and entrances to garages shall be concrete or other substance approved in writing by Declarant or by the Architectural Control Committee and of a uniform quality.

SECTION 24. WAIVER OF SETBACKS, BUILDING LINES AND BUILDING REQUIREMENTS. The Architectural Control Committee may, for good cause, waive violations of the setbacks and building lines provided for in Section 2 of this Article V and the building requirements provided for in Section 6 of this Article V. Such waiver shall be in writing and recorded in the Office of the Register of Deeds for Lexington County, South Carolina. A document executed by the Declarant shall be, when recorded, conclusive evidence that the requirements of Sections 2 and 6 of this Article V have been complied with. The Declarant may also handle violations of setback and boundary lines by amending the Plat. Nothing contained herein shall be deemed to allow the Declarant to waive violations which must be waived by an appropriate governmental authority.

SECTION 25. MAINTENANCE. The Owner of each Lot, improved and unimproved, shall keep the same free of all tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which Lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health. In the event the Owner of any Lot fails to comply with the terms of this paragraph, the Declarant shall have the right (but not the obligation) to go upon such Lot and to cut and remove tall grass, undergrowth, weeds, rubbish and other unsightly or undesirable things and objects therefrom and to do all other things and perform and furnish any labor necessary to desirable in its judgment to maintain the Lot in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall become payable by the Owner to the Declarant on demand, and if not paid by such Owner, the reasonable cost of such shall become a lien against the lot. The Declarant, as the case may be, nor any of its agents, employees or contractors shall be liable for any damages to any person which may result from the exercise of any of the rights conferred upon them as set forth in this paragraph.

SECTION 26. FIREARM AND WEAPON DISCHARGE. Any firearm discharge other than for defense or protection of one's life or property is prohibited on all property shown on the Plat. Firearms shall include rifle, gun, pistol, shotgun, black powder gun, pellet or BB gun, bow and arrow and other weapon from which any bullet, shot or projectile may be discharged.

SECTION 27. SWIMMING POOLS. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the Architectural Control Committee and in no event shall any above-ground swimming pool be permitted.

ARTICLE VII

EASEMENTS

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved over the property located within seven and one-half (7½') feet of each side lot line of each lot and over the front and rear ten (10') feet of each lot and over all of the Common Areas and roadways and such other easements as are shown on the Plat. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Declarant or by 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. The Declarant shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority. Should Declarant employ legal counsel to enforce any of the covenants, conditions, restrictions, easements or any other aspect of this Declaration, all costs incurred in such enforcement, including court costs and reasonable attorney's fees, shall be paid by the violating Owner.

SECTION 2. EXCUSED COMPLIANCE. Anything to the contrary contained herein notwithstanding, the Declarant may excuse compliance in whole or in part with any of the conditions, covenants, restrictions and reservations provided for herein, or in any amendment or supplement hereto, or a variance document, and may permit compliance with different or alternative requirements, if Declarant determines in the exercise of its good faith judgment that such action is warranted to promote orderly development and utilization of the Property for the benefit of all owners.

SECTION 3. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 4. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless during the last year of such initial or then current renewal term the Owners of seventy-five percent (75%) of the Lots agree in writing to terminate this Declaration at the end of such term. This Declaration may be amended unilaterally at any time and from time to time by Declarant for any purpose provided, however, any such amendment shall not adversely affect title to any Lot without the consent of the affected Lot Owner. No provision of this Declaration which reserves or grants special rights to the Declarant shall be amended without the Declarant's prior written approval so long as the Declarant owns any property for development and/or sale which are under this Declaration or are subject to annexation.

SECTION 5. FEDERAL LENDING REQUIREMENTS. Notwithstanding Article VII, Section 4 above, Declarant may (at Declarant's option) amend and modify this Declaration without obtaining the consent or approval of the Owners if such amendment or modification is necessary to cause this Declaration to comply with the requirements of the Federal Housing Administration, the Veterans Administration, Fannie Mae or other similar agency.

Any such amendment must be with the consent and approval of such agency and must be properly recorded.

SECTION 6. ANNEXATION.

(a) Additional residential property may be annexed to the Properties by the Declarant without consent of the Owners.

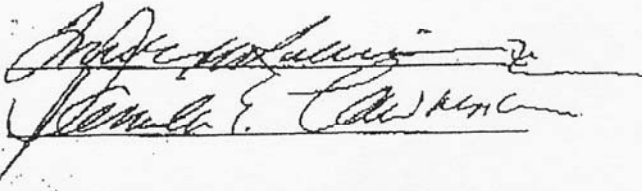
(b) The additions authorized under subparagraph (a) of this Section shall be made by filing for record a supplementary declaration of covenants and restrictions with respect to the property to be subjected to the scheme of this Declaration, which supplementary declaration may extend the covenants and restrictions of this Declaration to such property contained therein. Such supplementary declaration may, however, contain such modifications of the covenants and restrictions of this Declaration and such other additional provision as may be necessary to reflect the different character, if any, of such property.

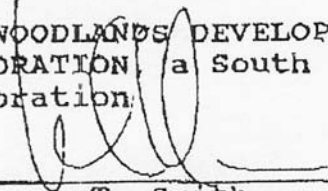
IN WITNESS WHEREOF, the undersigned, Old Woodlands Development Corporation, a South Carolina corporation, by Wayne T. Smith, its President and authorized signatory has executed this Declaration of

Covenants, Conditions, Restrictions and Easements for Keller's Pond
Subdivision, Phase I on this 3rd day of August, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

OLD WOODLANDS DEVELOPMENT
CORPORATION, a South Carolina
corporation.




BY:  (SEAL)
Wayne T. Smith
Its: President and authorized
signatory

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED BEFORE ME the undersigned witness, who
being duly sworn, deposes and says that s/he saw the within-named
Old Woodlands Development Corporation, a South Carolina
corporation, by Wayne T. Smith, its President and authorized
signatory, sign, seal and as its act and deed, deliver the
within-written instrument for the uses and purposes therein
mentioned, and that s/he with the other witness subscribing above
witnessed the execution thereof.

SWORN TO BEFORE ME THIS 3rd)
day of August, 1999)
 (L.S.))
Notary Public for South Carolina)
My Commission Expires: 1-11-2000)

