

**DECLARATION
OF
COVENANTS, CONDITIONS
AND
RESTRICTIONS
OF
PLANTATION POINTE**

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF PLANTATION POINTE

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**HISTORY OF THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF PLANTATION POINTE**

| | <u>Date Filed</u> | <u>Where Filed</u> |
|-------------------------|--------------------------|---|
| Original Filing | March 10, 1989 | Deed Book 298 at page 233 |
| | March 10, 1989 | Plat Book AQ2 at page 121 <i>Includes lots #39 - #140 (96 lots: there are no lots #48, #56, #71-#74)</i> |
| First Amendment | September 8, 1989 | Deed Book 308 at page 188 |
| | June 23, 1989 | Plat Book AQ2 at page 193 <i>Adds lots #142 - #165 (24 lots)</i> |
| | June 23, 1989 | Plat Book AQ2 at page 194 <i>Adds lots #166 - #187 (22 lots)</i> <i>(Adds 46 lots total - there is no lot #141)</i> |
| Second Amendment | November 2, 1989 | Deed Book 311 at page 89 <i>Moves lot line between lot #60 & #61</i> |
| Third Amendment | October 15, 1990 | Deed Book 328 at page 196 <i>Moves lot line between lot #132 & #133</i> |
| Fourth Amendment | November 26, 1990 | Deed Book 330 at page 165 |
| | January 17, 1990 | Plat Book AR2 at page 84 <i>Adds lots #1 - #38 (38 lots)</i> |

Notes: 1. The building pads are not shown on any of these plats prepared by Civil Engineering of Columbia, but they do show the setbacks for each lot and the 50 foot road right-of-ways with a 25 foot wide road with curbing for all streets except Belle Isle & Pointe Lanes which show a 25 foot road right-of-way with a 25 foot wide road.

2. The approximate location of the building pads for each lot as prepared by Civil Engineering of Columbia was recorded in Plat Book B42 at pages 2 - 8 on August 10, 1995.

| | | |
|-----------------------|-------------------------|---|
| First Revision | October 19, 1999 | Deed Book 0521 at page 60 Clarification of Paragraph 2 to prohibit mobile, modular, and installation of historic homes with completion of construction within 1 year. Clarification of paragraph 10 to prohibit trucks in excess of 15,000 pounds or any unlicensed vehicles unless kept in a proper garage. |
|-----------------------|-------------------------|---|

**HISTORY OF THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF PLANTATION POINTE (Cont'd)**

Second Revision **April 8, 2002** **Deed Book 583 at Page 221**
Change to By-Laws, Article VI, Sections 1, 2, and 3 to reflect that the Board shall have no less than seven members and that members will serve for three terms with approximately one third of the Directors being elected at each annual meeting of members to insure continuity of the Board.
Addition of Policies shown in Exhibit C:
#3 *ARC Compliance Comments/Complaints*
#4 *Liens Against Properties for Unpaid Dues*
#5 *Motorhomes, Camping Trailers and Fifth Wheel Vehicles*
#6 *Yard Decorations*

Third Revision **May 20, 2003** **Deed Book 613 at Page 001**
Addition of Policy shown in Exhibit C:
#7 *Cleared (Bush-hogged) Lot Maintenance*

Fourth Revision **April 6, 2004** **Deed Book 945 at Page 162**
Correcting Error/Omission in Paragraph 10 to include last two sentences of original filing that were inadvertently omitted in the First Revision.
Addition of Policy shown in Exhibit C:
#8 *Animal Control*

Fifth Revision **January 27, 2010** **Deed Book 1479 at Page 72**
Addition of Exhibit D:
ARC Guidelines
Addition of Exhibit E:
Regulation No. 1
Addition of Exhibit F:
Fiscal Sanction Regulation
Addition of Exhibit G:
Subdivision Plat with building pads

referenced Plat; and (ii) the term "Common Area" shall refer to any area of the Property not constituting a lot, not conveyed or dedicated to and accepted by (unless acceptance is not required) any governmental entity or person as a roadway (roadways shall be Common Areas until so conveyed by the Developer), not retained by the Developer for construction of Residences or Amenities or as shown on Exhibit "B" attached hereto and incorporated herein.

2. No structure shall be erected on any lot other than one, new, single-family dwelling and detached or attached garage of similar design including servants' quarters, if desired, and such structure shall have not less than 2,100 square feet of heated area internally; and no use shall be made of the Lot or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family. In no event shall mobile homes, modular homes, or historic or other structures for renovation or restoration be permitted to be installed on any Lot. All construction activities, including ARC approved landscaping shall be completed within 12 months of the date of issuance of the Newberry County building permit. The foregoing minimum size requirement shall not be construed to limit the Developer's architectural control as described below, including the right to require larger structures, but instead only establishes the minimum size of such structure the Developer will permit.

3. No Lot shall be subdivided or reduced in size without the written consent of the Developer.

4. In order to maintain a residential development of the highest quality and nature, to assure that all houses and other structures are of appropriate size and are of harmonious design, properly located in relationship to neighboring structures, and adapted to the terrain of each Lot, the Developer retains full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, hedge, wall, garage, structure or view barrier of any kind or alteration or addition thereto shall be begun, erected or placed on any Lot nor will any Lot be cleared for construction until a complete set of plans and specifications with among other things the proposed design and plot plan showing the location of the structures on the Lot ("Plans and Specifications"), shall have been submitted to the Developer in writing for approval. Such approval shall be given or denied in writing within thirty (30) days of submission to Developer. The Developer shall have the right to charge a fee not to exceed \$250, but subject to amendment as provided for herein with regard to these Restrictions, as a condition for reviewing the Plans and Specifications as submitted for approval under this paragraph.

5. The Developer shall not be responsible or liable in any way for any defects in any Plans and Specifications approved by

Developer, nor for any structural defects in any work done according to such Plans and Specifications approved by the Developer. Developer shall not be liable in damages to anyone submitting Plans and Specifications for approval under this section, or to any owner of any Lot affected by the Restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Specifications. Every person who submits Plans and Specifications to the Developer for approval agrees, by submission of such Plans and Specifications, and every owner of any Lot agrees, not to bring any action or suit against the Developer to recover for any such damages.

6. All trees with a diameter of six (6) inches or more to be removed must be marked and approved for removal by the Developer. To enhance the quality and harmony of the general area the Developer retains the right to deny the removal of any tree which is not located within the perimeter of the Residence. The Developer may also require a tree survey and landscaping plan in form and substance satisfactory to the Developer with the cost of same to be the responsibility of the owner of any Lot or Lots. Such survey and plan shall be reviewed and approved by the Developer in connection with its review and approval of the Plans and Specifications.

7. The placement, design, type, color and lettering of any mailbox or delivery receptacles and the support therefor must be approved by the Developer, together with property identification markers. Typical designs will be supplied by the Developer upon request.

8. All building setback lines on each Lot shall be variable and established by the Developer in connection with its approval of the Plans and Specifications as described above. No setback line shall depend on the setback of any other Lot in the Development.

9. As determined by the Developer in its sole discretion: (i) no noxious or offensive activity or other thing shall be had or done upon any Lot hereby conveyed, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood; (ii) no hogs, goats, cows, horses, or other such animals shall be allowed or kept on any lot hereby conveyed; (iii) nothing shall be done or allowed, and no conditions or situation shall be permitted on any such Lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section, or any condition permitted on said Lot which shall cause water or other environmental pollution.

10. No tent, shack, trailer, school bus, truck (in excess

of 15,000 pounds), unlicensed vehicle of any nature, camper, boat or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot hereby conveyed; provided, however, that a trailer, truck (in excess of 15,000 pounds), unlicensed vehicle of any nature, camper, boat, or motor home may be parked in an enclosed garage where such vehicle is not visible from the street, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these Restrictions. All rubbish, garbage and trash shall be kept in enclosed cans or other suitable containers, which shall be placed or kept behind the house, out of sight from the street or neighbors' house, at all times. No clothesline shall be allowed to be visible from any street or adjoining homes

11. Maintenance and general upkeep of any Lot and improvements is required. If the appearance of any Lot and improvements begins to lower the quality and harmony of the Development in the Developer's sole discretion, the Developer shall have the right to make or have made the needed maintenance and upkeep required and the Lot owner shall pay all expenses resulting therefrom; provided, however, the Developer will notify the Lot owner in writing (by delivery of such notice to the Lot owner at the last known address if the Lot is not improved or if the Lot is improved at the improvement thereon) and give the Lot owner fifteen (15) days to rectify all problems and if the Lot owner fails to complete the same within 15 days, the Developer shall have the right to act as herein provided. In the event the Developer is required to perform such maintenance and general upkeep and the Lot owner fails or refuses to pay the cost thereof within 15 days of demand in writing, the Developer shall have the right to place upon the Lot and any other Lots of the Lot owner and file in the appropriate public records a lien for such costs of maintenance and general upkeep along with reasonable costs, including but not limited to attorneys' fees, for the collection of the same and shall have the right to foreclose upon such lien in the manner provided by law for the foreclosure of mechanics liens.

12. Perpetual easements for drainage and for installation and maintenance of gas, electricity, telephone, water, sewer and other utilities are reserved unto the Developer along each Lot side line seven and one-half (7 1/2') feet in width and along the front and rear of each Lot eight (8') feet in width.

13. No sale, rent, advertising signs or billboards shall be erected on any Lot or structure or displayed in any form to the public, except as specifically approved in writing by the Developer. No signs, as above described, shall be nailed or fastened to any tree at any time.

14. It is understood and agreed that the hereinabove

described Lots are to be sold "as is" and the Developer shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of trees or vegetation or for any streets after said streets have been dedicated to any appropriate governmental entity.

15. No lower branches of trees or other vegetation shall be permitted to obstruct the view at roadway intersections.

16. No Lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affects surface grade of surrounding Lots, unless approved in writing by the Developer.

17. No radio or television transmission or reception towers or antennae shall be erected on any Lot unless cable television is not available to a Lot, in which event customary antennae which do not exceed ten (10') feet in height above the roof-ridge of any house to be located upon such Lot will be permitted. In no event shall free-standing transmission or receiving towers, satellite dishes or like devices be permitted.

18. All driveways, sidewalks and entrances to garages or houses shall be concrete or a substance approved in writing by the Developer and of a uniform quality.

19. The Developer reserves the right to assess the respective Lot owners in the Development referenced herein for the purpose of providing necessary funds to maintain the Common Areas. In regard to any such assessment, each residential Lot will be assessed on a pro-rata basis based on the total number of residential Lots in the Development. Any commercial and/or multi-family Lots, if any, will be assessed on an equitable basis. The amounts assessed shall be based on actual costs and may also include provisions for such reserves as the Developer shall deem appropriate. Any sum due to be paid by any such owner to the Developer which shall not be paid when due shall bear interest until paid at the highest rate permitted by law, but not exceeding fifteen (15%) percent per annum. If any such sum shall not be paid when due, Developer shall have the right upon not less than (15) days notice to such owner to collect such sum by suit at law or equity and all other legal means and to add to such sum and collect reasonable attorney's fees and all other expenses incurred by Developer in connection therewith. The obligation of each owner to pay all sums assessed or imposed upon such owner to pay pursuant to this instrument and to keep, observe and perform all of the terms and provisions hereof required of such owner shall be a continuing lien upon the subject real property owned by such owner subject only to any prior existing lien of a bona fide first mortgage upon such real property; and said lien may be enforced and collected upon by Developer in the same manner as provided by the laws of the State

of South Carolina with regard to mechanics liens, subject to the existing lien of such first mortgage.

20. It is understood that these Restrictions shall be appurtenant to and run with the land as to the Lots herein described on Exhibit "A" attached hereto, and that each Lot owner and lessee, quest, or invitee of such owner shall comply strictly with these Restrictions. In the event of a violation or breach, or threatened violation or breach, of any of the same, any lot owner affected by such actual or threatened violation or breach shall have the right to abatement and the right to compel compliance by injunction or any other appropriate remedy, legal or equitable or both without liability for damages, and to collect reasonable attorneys' fees in connection therewith from the violating party.

21. The Developer, in its sole and absolute discretion, reserve the right to alter, amend, terminate, waive enforcement of or release all or any part of these Restrictions; provided however, that the use limitation included in Paragraph 2 herein shall remain unchanged as it relates to the Lots shown on Exhibit "A" at the time this Declaration is initially filed of record; and provided further, the Developer agrees that, in the event the property described as Tract "A" on Exhibit "B" hereto is developed by it, no residential structure of less than 2,100 square feet will be constructed thereon. Any such alteration or amendment shall not be effective until reflected in an instrument duly recorded in the public records of the Clerk of Court for Newberry County, South Carolina.

22. Notwithstanding anything herein to the contrary, the Developer, in its sole and absolute discretion, reserves the right to amend Exhibit "A" hereto to add properties owned by the Developer or to delete properties owned by the Developer for use for commercial and/or multi-family purposes and for the construction and operation of Amenities. Any such amendment need only be satisfactory in form and content to the Developer and shall not be effective until reflected in an instrument duly recorded in the public records of the Clerk of Court for Newberry County, South Carolina.

23. The Developer, in its sole and absolute discretion, reserves and shall have the right to convey the Common Areas or any portion thereof to the Lot owners by recording a deed of conveyance in the Office of the Clerk of Court for Newberry County in which instance of further duty to maintain and all right associated therewith shall be assumed by the Lot owners; provided further, it is acknowledged that Lots 129 through 142, inclusive, front upon a roadway known as Belle Isle Lane and Lots 117 through 123, inclusive, front upon a roadway known as Pointe Lane (as shown on the Plat) and that such roadways may not be dedicated to public use (depending upon Developer's election

which Shall be subject to its sole discretion). The Developer reserves the right to, at any time, convey the above roadways and Private Gate Area (as shown on Exhibit "B") to the respective Lot owners fronting the respective roadways, in which case each such Lot owner shall have a perpetual non-exclusive easement for ingress and egress across the respective roadway.

24. The Developer shall have the right to assign, delegate, nominate or authorize any person or entity of its choosing to carry out its functions, obligations, or the like or to assume permanently or temporarily any rights of the Developer hereunder, provided, that no later than January 1, 2013, the Developer shall irrevocably assign all of its rights hereunder to one or more persons or entities which then own one or more such Lots, or in the case of an association of such owners, to an entity which has as its members the owners of such Lots.

25. In the event the Lot owners wish to form a homeowners association, then in such event the consent of the Developer shall be required along with a favorable vote of a majority of the Lot owners. Upon such formation, all Lot owners shall be required and shall be members of such association and will comply with all by-laws, policies and regulations of such association, except to the extent the foregoing conflicts with the provisions hereof, in which case these Restrictions shall control. The term "majority" as used in this paragraph shall mean more than fifty (50%) percent of the Lot owners subject to these Restrictions at the time of the vote and consent by the Developer, and such association shall only affect the Lots subject to these Restrictions unless agreed otherwise by Lot owners of property later made subject hereto.

26. If any sentence, clause or paragraph of this Agreement shall be found by a Court of competent jurisdiction to be valid or unenforceable, it shall in no way affect the validity or enforceability of any other sentence, clause or paragraph hereof.

IN WITNESS WHEREOF, the undersigned Pointes of Plantation Pointe Owners Association, Inc., a South Carolina non-profit corporation, has set its hand and seal this th day of January, 2010.

SIGNED, SEALED AND DELIVERED
in the Presence of:

POINTES OF PLANTATION POINTE
OWNERS ASSOCIATION, INC.

By: _____
Dennis Leslie
Its: Chairman,
Board of Directors

Personally appeared before me the undersigned witness, and made oath that (s)he saw the within-named Plantation Pointe Owners Association, Inc., by Dennis Leslie, its Chairman, Board of Directors, sign, seal and as its act and deed deliver the within Revised Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
____th day of January, 2010.

_____(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

By: _____
Mary Ellen Warren
Its: Secretary,
Board of Directors

Personally appeared before me the undersigned witness, and made oath that (s)he saw the within-named Plantation Pointe Owners Association, Inc., by Mary Ellen Warren, its Secretary, Board of Directors, sign, seal and as its act and deed deliver the within Revised Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
____th day of January, 2010.

_____(L.S.)
Notary Public for South Carolina
My Commission Expires: _____