

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF LEXINGTON )  
 )  
 AMENDMENT TO RESTRICTIONS )  
 AT RECORD BOOK 8435 PAGE 215 )

DECLARATION  
 OF  
 MAINTENANCE AND LANDSCAPE  
 EASEMENT  
 RE: PALM COURT

There shall be a general right and easement for the benefit of the Declarant, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Declarant, to enter upon the Property (but not inside the Home) or any portion thereof in the performance of their respective duties which specifically includes the right to maintain and upkeep the landscaping in the front and side yard of each Lot as Declarant at its sole discretion, deems necessary or desirable. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the owner or Occupant of the Lot, Patio Home or other structure or improvement directly affected thereby. In that connection, the Declarant has the power to grant and accept easements upon, over, under, and across all of the Common Areas for ingress, egress, installing, replacing, repairing, and maintaining master television antenna systems, security and similar systems, and all utilities, including, but not limited to storm sewers and electrical, gas, telephone, water and sewer lines and landscaping and road for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add Additional Property or any portion thereof to the Development. In addition, the Declarant has the power to grant and accept such easements upon, over, under, and across all of the Common Properties as may be reasonably necessary or desirable for the improvement of any portion of the Property for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add Additional Property or any portion thereof to the Development. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or service to erect and maintain upon the Property the necessary poles and other necessary equipment.

1. Easements for the Declarant.

- a. Construction. During the period that Declarant owns any Lot primarily for the purpose of sale or owns any interest in any portion of the Additional Property, whether or not a part of the development, Declarant and its duly authorized representative, agents, and employees shall have a transferable right and easement on, over, through, under and across the Common Properties for the purpose of constructing Patio Homes or other residences on the Lots and making such other improvements to the property as are contemplated by this Declaration and to any Additional Property as Declarant, in its sole discretion, desires and for the purposes of installing, replacing, and maintaining all Patio Homes and other improvements within the development, as well as utilities servicing

the property or the Additional Property or any portion thereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing.

- b. **Sales Office.** Notwithstanding any provisions or restrictions herein on the contrary, Declarant and its duly authorized agents, representatives, and employees shall have an easement for the maintenance of signs, a sales office, a construction office, a business office and model Patio Homes on the Property, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completions, improvements, and sale of Lots or any Additional Property, for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add any Additional Property or any portion thereof to the Development.
2. **Leases of Lots.** Any lease agreement between an Owner and Tenant for the lease of such Owner's residence or its Lot shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration. The lease shall also provide that failure to comply with the terms of such documents shall be default under the terms of the lease. All leases of Lots shall be in writing and a copy of the executed lease must be provided to the Declarant.
3. **Assignability.** This Declaration shall be assignable to the Homeowners Association of PALM COURT at such time as Declarant, at its sole discretion, deems necessary or desirable. This Declaration shall run with the land and be binding upon and inure to the benefit of the Declarant's successors and assigns.

WITNESSES:

Latha Hannon  
[Signature]

[Signature]

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

Personally appeared before me the undersigned and made oath that s/he saw the within-named Palm Court by S.W. McSwinn/member sign, seal, and, as his/her/their act and deed, deliver the within-written Declaration of Maintenance and Landscape Easement for the uses and purposes therein mentioned, and, that s/he, with the other witness subscribed above witnesses the execution thereof.

SWORNT TO BEFORE ME THIS 26  
Day of May, 2004.  
[Signature]

Latha Hannon

Notary Public for South Carolina  
My Commission Expires: 7/20/2004