

A PORTION OF THIS DECLARATION IS  
SUBJECT TO ARBITRATION PURSUANT  
TO ARTICLE VI HEREOF AND SECTION  
15-48-10 ET SEQ. OF THE SOUTH  
CAROLINA CODE OF LAWS (1976).

STATE OF SOUTH CAROLINA )  
                              )  
COUNTY    OF    RICHLAND )

THE LAUREATE PHASE IV  
DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by  
Laureate Green, Inc., hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in  
Forest Acres, Richland County, South Carolina, which is more  
particularly described as:

All those certain pieces, parcels or tracts of land, together with any  
improvements thereon, situate, lying and being in the Town of Forest  
Acres, Richland County, South Carolina, and being more fully shown and  
delineated as The Laureate Phase I on a Plat of The Laureate Phase I  
prepared by W. Frank McAulay, Jr. dated July 8, 1992 and recorded in  
the RMC Office for Richland County in Plat Book \_\_\_\_\_ at page \_\_\_\_\_,  
said property having the courses, metes, measurements and boundaries  
as shown on the aforesaid Plat, said Plat being incorporated herein by  
reference. This property was previously shown and delineated as  
Blocks 14, 15, and 16 and the surrounding common areas of The Laureate  
Phase I on a Plat of The Laureate Phase I prepared by Site  
Consultants, Inc. dated November 6, 1985 and recorded in the RMC  
Office for Richland County in Plat Book 50 at page 6534.

By First Amendment of Declaration of Covenants, Conditions and  
Restrictions of The Laureate Phase I dated \_\_\_\_\_, 1992 and  
recorded in the RMC Office for Richland County in Deed Book D-\_\_\_\_\_ at  
page \_\_\_\_\_, the property described herein was eliminated from The  
Laureate Phase I. By Deed dated \_\_\_\_\_, 1992 and recorded in  
the RMC Office for Richland County in Deed Book D-\_\_\_\_\_ at page \_\_\_\_\_,  
The Laureate Phase I Homeowners Association conveyed to The Laureate  
Phase IV Homeowners Association the common areas which are a part of  
the property described herein.

It is specifically noted that while the property described herein was a part of The Laureate Phase I, it was divided into common areas and 22 lots, delineated as Block 14, containing Lots H-N, Block 15, containing Lots A-F, and Block 16, containing Lots G-N. With the recordation of this Declaration of Covenants, Conditions and Restrictions and the Plat prepared by W. Frank McAulay, Jr. dated July 8, 1992, as referred to herein, this property shall consist of common areas and Lots 1-11 in The Laureate Phase IV. With the recordation of this document, the property described herein shall constitute common area of The Laureate Phase IV and Lots 1-11 of The Laureate Phase IV. The lots referred to herein shall also constitute 11 lots as referred to in the Declaration of Covenants, Conditions and Restrictions for The General Common Area/Laureate Drive, which Declaration is recorded in the RMC Office for Richland County in Deed Book D-772 at page 44.

The common areas referred to herein and the common areas to be a part of The Laureate Phase IV are those areas designated as "Phase I Common Area/Open Spaces" and "Phase I Common Area/Streets" lying west of Laureate Drive on the Plat of The Laureate Phase I prepared by Site Consultants, Inc. dated November 6, 1985 and recorded in the RMC Office for Richland County in Plat Book 50 at page 6534. These common areas are also shown on the Plat prepared by W. Frank McAulay, Jr. dated July 8, 1992 as "Laureate Common Area". The common area includes, but is not limited to, Bancroft Court as shown on the aforesaid Plats.

WHEREAS, Declarant intends to sell lots for the development of a residential community on the aforescribed property, which community, known as "The Laureate Phase IV", is to be governed by its residents, and which shall contain certain areas for the use and benefit of its residents; and

WHEREAS, Declarant will cause the incorporation of The Laureate Phase IV Homeowners Association, an eleemosynary corporation to be organized under the laws of the State of South Carolina, for the purpose of providing a means by which the residents of The Laureate Phase IV can manage and control The Laureate Phase IV, the common areas of The Laureate Phase IV and otherwise provide for the general well-being of the community and its residents;

NOW, THEREFORE, Declarant hereby declares that the property described above shall be held, sold and conveyed subject to the following perpetual 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 heretofore described and be binding on all parties having any right, title or interest in the aforescribed properties 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 The Laureate Phase IV Homeowners Association, its successors and assigns.

Section 2. "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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "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 owned by the Association at the time of the conveyance of the first lot is described as follows:

All that land with improvements thereon, situate, lying, and being in Forest Acres, Richland County, South Carolina, designated as "Phase I Common Area/Open Space" and "Phase I Common Area/Streets" and lying west of Laureate Drive on a plat of The Laureate Phase I prepared by Site Consultants, Inc., dated November 6, 1985, and recorded in the RMC Office for Richland County in Plat book 50 at page 6534.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Laureate Green, Inc., its successors and assigns, or a successor in title if such successor in title should acquire more than two Lots from the Declarant for the purpose of development, and shall be designated as such successor Declarant by Declarant or its duly appointed legal representative. Any such designation shall be in writing, shall be recorded in the RMC Office for Richland County, South Carolina, and shall refer to this Declaration. (Any such successor Declarant shall have all rights, powers, and authority of the original Declarant.)

Section 7. The Laureate Phase IV. The Laureate Phase IV shall mean and refer to lots 1-11 on the plat heretofore referred to and the Common Area described herein.

## 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 provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon such Common Area;

(b) the right of the Association to suspend the voting rights and right to use of any recreational facilities by an Owner for any period during which any assessment against such Owner's Lot remains unpaid; and for a period not to exceed 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 any such 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 signed by at least two-thirds (2/3) of the members agreeing to such dedication or transfer, has been recorded.

(d) the right of Declarant, so long as Declarant owns Lots, to place advertising signs and literature in the Common Area.

(e) the right of the Association, with the assent of two-thirds (2/3) of the members, to mortgage, pledge, or hypothecate the Common Area, except streets, as security for money borrowed or debts incurred; provided, however, that the rights of any such mortgagee shall be subordinate to the rights of the Owners.

(f) the easement rights of the Owners of Lots in the Laureate Phase I as reserved in the Deed of The Laureate Phase I Homeowners Association to The Laureate Phase IV Homeowners Association dated \_\_\_\_\_, 1992 and recorded in the RMC Office for Richland County in Deed Book D-\_\_\_\_\_ at page \_\_\_\_\_.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, the Owner's rights of enjoyment of the Common Area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on a Lot.

## ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership

shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Owners shall be entitled to one 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 vote be cast with respect to any such Lot. The Declarant shall be a member of the Association and shall be entitled to one (1) vote for each lot owned.

#### ARTICLE IV COVENANT FOR MAINTENANCE 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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected 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 delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the administration, improvement, maintenance, use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements, additions, insurance, labor, equipment, materials, management and supervision, the payment of taxes assessed against such Common Area, the payment of charges for water furnished such Common Area, and the employment of attorneys to represent the Association when necessary, and such other needs as may arise. Additionally, in the event that any Owner fails to properly maintain the exterior of such Owner's residence, including the yard and any fence or fences on the Owner's Lot, the Board of Directors may, by two-thirds (2/3) vote, expend portions of the assessments for maintenance of the exterior of such Owner's residence, yard, or fence, in which event, the Owner shall be assessed for such expense of maintenance as provided for in Section 4(b) hereof.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to

an Owner, the maximum annual assessment shall be \_\_\_\_\_  
\_\_\_\_\_  
(\$ \_\_\_\_\_) DOLLARS per Lot.

(a) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to an Owner and for each calendar year thereafter shall be established by the Board of Directors of the Association and may be increased by the Board of Directors without approval by the membership by an amount not to exceed five (5%) per cent of the maximum annual assessment of the previous year.

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

(c) The Board of Directors may determine that an annual assessment is not required, provided, however, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

#### Section 4.

(a) 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 cost of any construction, reconstruction, repair or replacement of a capital improvement upon any 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 the 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.

(b) Special Assessments for Exterior Maintenance, Yard and Fence. In addition to the annual assessments authorized above, in the event that any Owner fails to properly maintain the exterior of such Owner's residence, including the yard and any fence or fences on such Owner's Lot, the Board of Directors of the Association may levy a special assessment against the Owner of such Lot, which assessment shall be in an amount equivalent to that required to properly maintain the exterior of such residence, fence, fences or yard.

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 shall be delivered personally or mailed to all members or Directors, as the case may be, not less than 10 days nor more than 50 days in advance of the meeting. At the first such

meeting of members called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. At the second such meeting of members called, the presence of members or of proxies entitled to cast thirty (30%) percent of all the votes shall constitute a quorum. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. All annual and special assessments for capital improvements shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of 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 completion of the improvements to the Common Area by the Declarant. 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. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates 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 legal rate provided by law for judgments of Court enrolled or entered. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or lien provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any 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 became 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.

## ARTICLE V ARCHITECTURAL CONTROL

In order to maintain a high standard of residential development, to assure that all houses and other structures are of appropriate size, harmonious in design, properly located in relationship to neighboring structures and adapted to the terrain of each Lot, Declarant, for the period of time hereinafter set forth, retains full architectural control unless Declarant shall elect to transfer such control to an architectural committee whose members shall be Lot Owners or to an architect, in which event such committee or architect, as the case may be, shall have full architectural control. Declarant shall transfer such architectural control to an architectural committee whose members are Lot Owners, no later than the date when a residence is completed on each Lot in The Laureate Phase IV. The architectural committee shall be elected by the membership of the Association pursuant to Article III hereof. Accordingly, no building, fence, wall or other structure of any kind or alterations or additions or change of exterior appearance thereto shall be commenced, erected or maintained upon the Properties until the plans and specifications showing the nature, kind, shape, height, materials, color 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 Declarant or by a committee or an architect designated by Declarant or by a committee elected by the membership of the Association. In the event Declarant or the committee or architect fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or no notice of violation is sent to enjoin construction prior to completion thereof, or no certificate of compliance is issued within thirty (30) days after the same has been requested in writing, approval will not be required and this Article will be deemed to have been fully complied with. In the event Declarant, or the committee or architect requests additional information regarding such plans and specifications, the aforesaid thirty (30) day period shall be deemed to commence on the date of receipt of the additional information by Declarant or the committee or architect. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant so long as said development follows the general plan of development of the Properties.

## ARTICLE VI PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, such Owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VII NON-DEDICATION

Any Common Area shall not be dedicated to the use of the general public, but shall be dedicated to the common use and enjoyment of the homeowners and residents of The Laureate Phase I, The Laureate Phase II, The Laureate Phase III, The Laureate Phase IV, and the residents of the adjoining properties to be developed after the date of this Declaration, as more fully provided in the Declaration of Covenants, Conditions, and Restrictions that are applicable to Laureate Drive dated

November 25, 1985, and recorded in the RMC Office for Richland County on December 13, 1985, in Deed Book D-772 at page 44, which Declaration of Covenants, Conditions and Restrictions is hereby incorporated by reference.

## ARTICLE VIII USE RESTRICTIONS

### Section 1. Land Use and Building Type.

(a) No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling.

(b) The development plan for The Laureate Phase IV requires that each dwelling shall be constructed immediately adjacent to a Lot boundary line except as hereafter provided in item "e" of this Section 1. Accordingly, in order to carry out such development plan in an orderly and harmonious manner, each dwelling shall be erected immediately adjacent (inside and parallel) to a Lot line designated by the Declarant, or the architectural committee or architect which designation shall be in the sole discretion of Declarant or the architectural committee or architect. Once such Lot line has been so designated, it shall constitute the "Zero Lot Line" as that phrase is used herein.

(c) Subject to item "e" of this Section 1, each Owner shall construct simultaneously with the dwelling a fence of brick, brick and wrought iron, or wrought iron immediately adjacent (inside and parallel) to the Zero Lot Line connecting the rear of the dwelling and extending from the dwelling to the adjacent street or the adjacent Lot, as the case may be. The minimum height for such fence shall be five (5') feet. The plans and specifications for the fence must be approved by Declarant or the architectural committee or architect, in writing. If such dwelling is not constructed immediately adjacent to the Zero Lot Line pursuant to item "e" of this Section 1 hereafter, the fence shall be constructed along the entire Zero Lot Line.

(d) Conditions may exist or arise, such as topography, utility easements, zoning, or general restrictions, which, in the Declarant's opinion or in the opinion of the architectural committee or architect, would warrant modification of the requirements of item "b" of this Section 1 that each dwelling be constructed immediately adjacent to the Zero Lot Line, and of item "c" of this Section 1 with respect to the construction of fences.

Accordingly, in order to afford the flexibility which may be advantageous under certain circumstances, Declarant or the architectural committee or architect, in its or their sole discretion, shall have the right to allow construction of a dwelling not immediately adjacent to the Zero Lot Line. The distance of such dwelling from the Zero Lot Line shall be in the sole discretion of Declarant, the architectural committee or architect, provided the same shall comply with zoning ordinances then in effect.

Correspondingly, Declarant or the architectural committee or architect, in its or their sole discretion, shall have the right to reduce the required minimum height (five (5') feet) of any fence, and the right to reduce the area over which such fence shall extend.

(e) No building shall be erected closer than thirty-six (36') feet from the center line of any street, nor closer than eight (8') feet from the rear Lot line, nor closer than five (5') feet from the side property line opposite the Zero Lot Line. The area included within these setback lines is the buildable area. All enclosed areas of the dwelling must be contained within the buildable area; provided, however, eaves, overhangs or gutters and foundations may extend beyond the buildable area if approved by Declarant or the architectural committee or architect. No building shall be erected or maintained so as to encroach upon any maintenance, utility or drainage easement. Declarant or the architectural committee or architect may, in its or their sole discretion, vary either or both the front and/or side set-back lines by not more than twenty-five (25%) percent of the distance required above.

(f) No windows or view openings shall be located on the wall constructed on the Zero Lot Line, or on any dwelling wall which is within three (3') feet of the Zero Lot Line.

(g) No temporary structure, sheds, outbuildings or garage apartment shall be erected upon any Lot, nor shall any house trailers, tents or other unsightly objects be allowed to be maintained on any Lot.

(h) To control the drainage from rooftops, each Lot Owner will erect and maintain gutters sufficient to handle drainage within and from the Owner's Lot.

(i) Nothing contained herein shall prohibit Declarant from using any dwelling as a model or sales office.

(j) No vines or other plants which attach to a fence shall be planted by an Owner upon the fence belonging to the

adjoining property owner without the written permission of such adjoining property owner.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purpose, and provided they do not constitute a nuisance. Dogs, cats, and other household pets shall not be permitted on any Common Area, unless properly restrained by leash or other method and accompanied by their owner.

Section 4. Outside Antennas. No outside radio or television antennas, aerials, discs or dishes, shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or the architectural control committee.

Section 5. Residence, Fence and Yard. Each residence, fence and yard shall be properly maintained in an attractive manner consistent with other residences and yards in The Laureate Phase IV, and as more fully provided for in Article IX hereof.

Section 6. Clothes Lines and Garbage Containers. No clothes lines, exposed garbage containers (except for local governmental required containers) or other unsightly objects are to be erected or used on the property except when they are screened from the streets and adjoining properties or general view.

Section 7. Mailbox. The placement, design, type and color of any mailbox and its support must be approved by Declarant or the architectural committee or architect.

## ARTICLE IX MAINTENANCE OF RESIDENCE, YARD AND FENCES

Each Owner shall properly maintain such Owner's residence and yard in an attractive manner, consistent with other residences and yards in The Laureate Phase IV. Additionally, each Owner shall also maintain that portion of any fence on such Owner's Lot, including but not limited to, such fence constructed by the Owner on the Zero Lot Line, in good repair, in an attractive manner, and consistent with other fences in The Laureate Phase IV.

## ARTICLE X EASEMENTS

Section 1. Easements for installation and maintenance of utilities and drainage facilities are reserved within the "Easement Areas" as shown on the aforesaid recorded plat, including, but not limited to, such easements over the front and rear ten (10') feet of each Lot, except as otherwise shown on the aforesaid plat, and easements over Bancroft Court. Within the easement areas, but subject to the paving and curbing of Bancroft Court, no structure, 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 easement areas, or which may obstruct or retard the flow of water through drainage channels in the easement areas. The easement area of each Lot and all improvements on 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. The easement areas within Bancroft Court shall be maintained continuously by The Laureate Phase IV Homeowners Association, except for those improvements for which a public authority or utility company is responsible.

The easements reserved hereunder are for the benefit of, and shall be held in common with, Declarant, its successors and assigns, successors-in-title, assignees and anyone to whom Declarant may grant or assign easements over the Easement Areas described above.

Section 2. Easements of right-of-way for access, ingress and egress, on foot or by vehicle, are reserved on, over, and along, Bancroft Court, to, from and between Laureate Drive as shown on the aforesaid plat. The easement areas herein described and all improvements thereon, shall be maintained continuously by The Laureate Phase IV Homeowners Association except for those improvements for which a public authority or utility company is responsible.

The easements reserved hereunder are for the benefit of, and shall be held in common with, Declarant, its successors and assigns, successors-in-title, assignees, the residents of The Laureate Phase I, The Laureate Phase II, The Laureate Phase III, The Laureate Phase IV, and the residents of adjoining properties which may be developed in the Laureate, and anyone to whom Declarant may grant or assign easements over the Easement Areas described above.

Section 3. Each Lot and Residence are hereby declared to have an easement over all adjoining Lots and Residences for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting

of the Residence, or any other similar cause, and any encroachment due to Residence and wall overhang or projection (including the projection of any underground foundation). There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners except that valid easements for encroachments shall exist for the Residence and wall overhang or projection (including the projection of underground foundations) which shall be intentionally erected as a part of the original construction. In the event a structure on any Lot or Residence is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot and Residence agree that minor unintentional encroachments over adjoining Lots and Residences shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 4. Maintenance Easement. Each Lot is hereby declared to have a non-exclusive easement over all adjoining Lots, for the purpose of maintaining, repairing and replacing any portion of any Lot, building or fence, which may be reasonably inaccessible except from the adjoining Lots, provided, utilization of such easement right shall, except in case of emergency, be restricted to the hours of 9:00 a.m. to 5:00 p.m. on Mondays through Fridays.

Section 5. Drainage Easement. Each Lot is hereby declared to have a drainage easement over the Lot or Common Area adjoining such Lot to the North for the purpose of draining the water from the gutter located on the North side of the Residence.

## ARTICLE XI THE LAUREATE MASTER HOMEOWNERS ASSOCIATION

The Laureate Master Homeowners Association is a South Carolina non-profit corporation. The purpose of The Laureate Master Homeowners Association is to hold title to Laureate Drive as referred to in the Declaration of Covenants, Conditions and Restrictions of The Laureate Master Homeowners Association as the same may be extended, and such additional streets and General Common Area as may come within the jurisdiction of the Association and to preserve and maintain Laureate Drive, and as extended, such other streets and additional General Common Area as may come within the jurisdiction of the Association and to preserve and maintain any additional General Common Area, Laureate Drive, and as extended, other streets, and such gate

house as may be constructed thereon, and such security as may be agreed to by vote of the Members of The Laureate Master Homeowners Association.

Declarant, for each Lot owned within the Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree: (i) to all terms and provisions of the Declaration of Covenants, Conditions, and Restrictions for the General Common Area/Laureate Drive as recorded in the RMC Office in Richland County; and (ii) to become a member of The Laureate Master Homeowners Association.

## ARTICLE XII GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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 this Declaration. Failure by the Association, 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. 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 seventy-five (75%) per cent of the Lot Owners agree, by written recordable instrument, to terminate this Declaration. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein, or alter any obligation or agreement of a Lot Owner under the Declaration of Covenants, Conditions and Restrictions for the General Common Area/Laureate Drive, provided, however, and notwithstanding anything hereto to the contrary, this Declaration may be amended by the undersigned Declarant, without consent of the Lot Owners in the event any such amendment shall be necessary in order to comply with Federal Housing Administration or Veterans Administration requirements. Any amendment must be properly recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

WITNESSES:

LAUREATE GREEN, INC.

By: \_\_\_\_\_

Its: President

By: \_\_\_\_\_

Its: Secretary

STATE OF SOUTH CAROLINA )  
PROBATE  
COUNTY OF RICHLAND )

PERSONALLY APPEARED before me the undersigned witness, who, being duly sworn, deposes and says that s/he saw Laureate Green, Inc. by \_\_\_\_\_, its President, sign, seal, and as its act and deed deliver the within Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein mentioned and that s/he with the other witness named above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_ )  
day of \_\_\_\_\_, 1992. )  
(LS) )  
Notary Public for S.C. ) (Witness)  
Commission Expires: \_\_\_\_\_ )

STATE OF SOUTH CAROLINA )  
                            )  
COUNTY OF RICHLAND )

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who, being duly sworn, deposes and says that s/he saw Laureate Green, Inc. by \_\_\_\_\_, its Secretary, sign, seal, and as its act and deed deliver the within Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein mentioned and that s/he with the other witness named above witnessed the execution thereof.

SWORN to before me this                      )

      day of \_\_\_\_\_, 1992. )

  ) (LS) )

Notary Public for S.C.                      ) (Witness)  
Commission Expires: \_\_\_\_\_ )