

FILED
REGISTER OF DEEDS CONVEYANCES
CLARA L. BARTLETT

1987 MAR 25 PM 2:54

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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)

RICHLAND COUNTY
SOUTH CAROLINA
RECORDING

FOUR
DOLLARS

THE LAUREATE PHASES II AND III
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by
THOMAS B. McTEER, JR., 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 par-
ticularly described as:

All those certain pieces, parcels or tracts of land, together
with any improvements thereon, situate, lying and being in the
City of Forest Acres, Richland County, South Carolina, and being
more fully shown and delineated as Phase II, Block "A", Block "B"
and Block "C", and Phase III, Block "A", Barton Bend Lane, Kings
Mill Road, and General Common Area (Recreation Area), on a plat
prepared by Site Consultants, Inc. dated March 17, 1987, and
recorded in the RMC Office for Richland County in Plat Book 51
at page 5496; said property having the following courses, metes,
measurements and boundaries as shown on the aforesaid plat, to
wit:

PHASE II, BLOCK "A"
(Lots 1 - 9)

Beginning at an iron located at the southeasternmost corner
of the subject property, said iron being located at the intersec-
tion of the northern boundary of the right-of-way for
Laureate Drive and the northwestern boundary of the right-of-way for
Laureate Drive; thence from said point of beginning along the
northern boundary of the right-of-way for Laureate Drive N 74°
35' 48" W for a distance of 115.99 feet to an iron; thence
turning and continuing along said right-of-way to an iron in a
curve extending in a generally northwesterly direction, said
curve having a chord bearing of N 78° 46' 19" W and a chord
distance of 21.15 feet; thence turning and continuing along said
right-of-way to an iron in a curve extending in a generally
northwesterly direction, said curve having a chord bearing of N

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89° 40' 08" W and a chord distance of 34.00 feet; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally southwesterly direction, said curve having a chord bearing of S 76° 53' 38" W and a chord distance of 33.97 feet; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally southwesterly direction, said curve having a chord bearing of S 59° 22' 09" W and a chord distance of 54.48 feet; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally southwesterly direction, said curve having a chord bearing of S 42° 22' 51" W and a chord distance of 31.27 feet; thence turning and running along property shown on the aforesaid plat as The Laureate Phase I N 89° 46' 44" W for a distance of 112.55 feet to an iron; thence turning and continuing along said property N 73° 17' 58" W for a distance of 96.00 feet to an iron; said iron being located on the southeastern boundary of the right-of-way for Barton Bend Lane; thence turning and running along said right-of-way N 16° 42' 02" E for a distance of 119.68 feet to an iron, said iron being located at the intersection of the southeastern boundary of the right-of-way for Barton Bend Lane and the southwestern boundary of the right-of-way for Kings Mill Road; thence turning and running along the southwestern boundary of the right-of-way for Kings Mill Road in a curve extending in a generally northeasterly direction to an iron, said curve having a chord bearing of N 82° 38' 05" E and a chord distance of 19.17 feet; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally southeasterly direction, said curve having a chord bearing of S 79° 39' 33" E and a chord distance of 36.00 feet; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally northeasterly direction, said curve having a chord bearing of N 86° 01' 20" E and a chord distance of 45.00 feet; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally northeasterly direction, said curve having a chord bearing of N 73° 22' 54" E and a chord distance of 26.53 feet; thence turning and continuing along said right-of-way N 68° 42' 02" E for a distance of 69.81 feet to an iron; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally northeasterly direction, said curve having a chord bearing of N 76° 56' 59" E and a chord distance of 39.46 feet; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally southeasterly direction, said curve having a chord bearing of S 86° 33' 03" E for a distance of 39.46 feet; thence turning and continuing along said right-of-way S 75° 48' 01" E for a distance of 12.00 feet to an iron; thence turning and continuing along said right-of-way S 73° 17' 58" E for a distance of 195.79 feet to an iron, said iron being located at the intersection of the southwestern boundary of the right-of-way for Kings Mill Road and the northwestern boundary of the right-of-way for Laureate Drive; thence turning and running in a curve extending in a generally southeasterly direction to an iron, said

curve having a chord bearing of S 44° 08' 08" E and a chord distance of 22.90 feet; thence turning and running along the northwestern boundary of the right-of-way for Laureate Drive S 16° 42' 02" W for a distance of 80.48 feet to an iron, said iron being located at the intersection of the northwestern boundary of the right-of-way for Laureate Drive and the northern boundary of the right-of-way for Laureate Drive; thence turning and running in a curve extending in a generally southwesterly direction to a iron, said curve having a chord bearing of S 76° 53' 18" W and a chord distance of 22.44 feet, this being the point of beginning.

PHASE II, BLOCK "B"
(Lots 1 - 18)

Beginning at an iron located at the southeasternmost corner of the subject property, said iron being located at the intersection of the northern boundary of the right-of-way for Kings Mill Road and the northwestern boundary of the right-of-way for Laureate Drive; thence turning and running along the northern boundary of the right-of-way for Kings Mill Road N 73° 17' 58" W for a distance of 195.79 feet to an iron; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally northwesterly direction, said curve having a chord bearing of N 79° 57' 57" W and a chord distance of 37.73 feet; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally southwesterly direction, said curve having a chord bearing of S 85° 24' 33" W and a chord distance of 45.00 feet; thence turning and continuing along said right-of-way S 73° 04' 30" W for a distance of 24.79 feet to an iron; thence turning and continuing along said right-of-way S 68° 42' 02" W for a distance of 69.81 feet to an iron; thence turning and continuing along said right-of-way S 69° 47' 43" W for a distance of 5.26 feet to an iron; thence turning and continuing along said right-of-way in a curve extending in a generally southwesterly direction to an iron; said curve having a chord bearing of S 79° 50' 35" W and a chord distance of 42.79 feet; thence turning and continuing along said right-of-way in a curve extending in a generally northwesterly direction to an iron; said curve having a chord bearing of N 82° 15' 07" W and a chord distance of 42.79 feet; thence turning and continuing along said right-of-way in a curve extending in a generally northwesterly direction to an iron, said curve having a chord bearing of N 49° 14' 01" W and a chord distance of 19.17 feet, said iron being located at the intersection of the northern boundary of the right-of-way for Kings Mill Road and the southeastern boundary of the right-of-way for Barton Bend Lane; thence turning and running along the southeastern boundary of the right-of-way for Barton Bend Lane N 16° 42' 02" E for a distance of 223.09 feet to an iron; thence turning and continuing along said right-of-way in a curve extending in a generally northeasterly direction to an iron; said curve having a chord bearing of N 55° 27' 24" E and a

chord distance of 33.60 feet; thence turning and continuing along said right-of-way in a curve having a generally northeasterly direction to an iron; said curve having a chord bearing of N 84° 17' 12" E and a chord distance of 33.60 feet; thence turning and continuing along said right-of-way S 81° 17' 58" E for a distance of 132.98 feet to an iron; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally southeasterly direction, said curve having a chord bearing of S 79° 41' 45" E and a chord distance of 29.52 feet; thence turning and continuing along said right-of-way in a curve extending in a generally southeasterly direction to an iron, said curve having a chord bearing of S 75° 41' 45" E and a chord distance of 44.11 feet; thence turning and continuing along said right-of-way S 73° 17' 58" E for a distance of 195.79 feet to an iron, said iron being located at the intersection of the southwestern boundary of the right-of-way for Barton Bend Lane and the northwestern boundary of the right-of-way for Coventry Lane; thence turning and running in a curve extending in a generally southeasterly direction to an iron, said curve having a chord bearing of S 44° 08' 08" E and a chord distance of 22.90 feet, said iron being located on the northwestern boundary of the right-of-way for Laureate Drive; thence turning and running along said right-of-way S 16° 42' 02" W for a distance of 164.68 feet to an iron, said iron being located at the intersection of the northwestern boundary of the right-of-way for Laureate Drive and the northern boundary of the right-of-way for Kings Mill Road; thence turning and running in a curve extending in a generally southwesterly direction to an iron, said curve having a chord bearing of S 77° 32' 13" W and a chord distance of 22.90 feet, this being the point of beginning.

PHASE II, BLOCK "C"
(Lots 1 - 9)

Beginning at an iron located at the southeasternmost corner of the subject property, said iron being located at the intersection of the northern boundary of the right-of-way for Barton Bend Lane and the southeastern boundary of the right-of-way for Laureate Drive; thence turning and running along the northeastern boundary of the right-of-way for Barton Bend Lane N 73° 17' 58" W for a distance of 195.79 feet to an iron; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally northwesterly direction, said curve having a chord bearing of N 75° 41' 45" W and a chord distance of 46.20 feet; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally northwesterly direction, said curve having a chord bearing of N 79° 41' 45" W for a distance of 30.92 feet to an iron; thence turning and continuing along said right-of-way N 81° 17' 58" W for a distance of 132.9 feet to an iron; thence turning and continuing along said right-of-way to an iron in a curve extending in a generally northwesterly direction, said curve having a chord bearing of N 89° 43' 04" W and a chord distance of 27.08 feet; thence turning and continuing along said

right-of-way to an iron in a curve extending in a generally southwesterly direction, said curve having a chord bearing of S $76^{\circ} 09' 42''$ W and a chord distance of 18.38 feet; thence turning and running along property shown on the aforesaid plat as General Common Area (Recreation Area) N $08^{\circ} 42' 02''$ E for a distance of 104.51 feet to an iron; thence turning and running along property shown on the aforesaid plat as N/F Thomas B. McTeer, Jr. S $81^{\circ} 17' 58''$ E for a distance of 221.92 feet to an iron; thence turning and continuing along said property S $73^{\circ} 17' 58''$ E for a distance of 256.96 feet to an iron; thence turning and running to an iron in a curve extending in a generally southeasterly direction, said curve having a chord bearing of S $01^{\circ} 44' 04''$ E and a chord distance of 12.65, said iron being located on the northwestern boundary of the right-of-way for Laureate Drive; thence turning and running along said right-of-way S $16^{\circ} 42' 02''$ W for a distance of 70.34 feet to an iron, said iron being located at the intersection of the northwestern boundary of the right-of-way for Laureate Drive and the northeastern boundary of the right-of-way for Barton Bend Lane; thence turning and running in a curve extending in a generally southwesterly direction to an iron, said curve having a chord bearing of S $77^{\circ} 32' 13''$ W and a chord distance of 22.90 feet, this being the point of beginning.

PHASE III

BLOCK "A"

Beginning at an iron located at the southernmost corner of the subject property, said iron being located where the subject property corners with property shown on the aforesaid plat as N/F Bundrick and The Laureate Phase I approximately 149.00 feet southwest, as measured on a line having a bearing S $16^{\circ} 42' 02''$ W, from the cul-de-sac for Barton Bend Lane, thence from said point of beginning along property shown on the aforesaid plat as N/F Bundrick N $73^{\circ} 10' 30''$ W for a distance of 199.75 feet; thence turning and running along property shown on the aforesaid plat as N/F Rutland Oak Subdivision N $16^{\circ} 44' 00''$ E for a distance of 181.00 feet to an iron; thence turning and continuing along said property N $16^{\circ} 55' 10''$ E for a distance of 90.05 feet to an iron; thence turning and continuing along said property N $16^{\circ} 57' 50''$ E for a distance of 3.00 feet to an iron; thence continuing along said property N $16^{\circ} 57' 50''$ E for a distance of 87.00 feet to an iron; thence continuing along said property N $16^{\circ} 57' 15''$ E for a distance of 3.00 feet to an iron; thence continuing along said property N $16^{\circ} 57' 15''$ E for a distance of 90.00 feet to an iron, thence continuing along said property N $16^{\circ} 57' 15''$ E for a distance of 18.60 feet to an iron; thence turning and continuing along said property N $17^{\circ} 07' 30''$ E for a distance of 71.40 feet to an iron; thence continuing along said property N $17^{\circ} 07' 30''$ E for a distance of 90.00 feet to an iron; thence running along property shown on the aforesaid plat as N/F

Annette Corontzes N 17° 07' 30" E for a distance of 75.70 feet to an iron; thence turning and continuing along said property N 17° 58' 15" E for a distance of 14.30 feet to an iron; thence turning and running along property shown on the aforesaid plat as General Common Area (Recreation Area) S 73° 17' 58" E for a distance of 184.17 feet to an iron; thence turning and continuing along said property S 08° 42' 02" W for a distance of 71.46 feet to an iron, said iron being located on the northern boundary of the right-of-way for Barton Bend Lane; thence turning and running along said right-of-way in a curve extending in a generally southwesterly direction to an iron, said curve having a chord bearing of S 55° 29' 31" W and a chord distance of 24.68 feet; thence turning and continuing along said right-of-way in a curve extending in a generally southwesterly direction to an iron, said curve having a chord bearing of S 32° 15' 47" W and a chord distance of 49.63 feet; thence turning and continuing along said right-of-way S 16° 42' 02" W for a distance of 328.81 feet to an iron; thence turning and continuing along said right-of-way in a curve extending in a generally southwesterly direction to an iron, said curve having a chord bearing of S 28° 12' 40" W and a chord distance of 37.57 feet; thence turning and continuing along said right-of-way in a curve extending in a generally southwesterly direction to an iron, said curve having a chord bearing of S 51° 13' 56" W and a chord distance of 37.57 feet; thence turning and continuing along said right-of-way S 62° 44' 34" W for a distance of 18.23 feet to an iron; thence turning and continuing along said right-of-way in a curve extending in a generally southwesterly direction to an iron, said curve having a chord bearing of S 37° 35' 41" W and a chord distance of 33.57 feet; thence turning and continuing along said right-of-way in a curve extending in a generally southeasterly direction to an iron, said curve having a chord bearing of S 12° 42' 05" E and a chord distance of 33.57 feet; thence turning and continuing along said right-of-way in a curve extending in a generally southeasterly direction to an iron, said curve having a chord bearing of S 58° 45' 28" E and a chord distance of 28.19 feet; thence turning and continuing along said right-of-way in a curve extending in a generally northeasterly direction to an iron, said curve having a chord bearing of N 79° 25' 32" E and a chord distance of 28.19 feet; thence turning and continuing along said right-of-way in a curve extending in a generally northeasterly direction to an iron, said curve having a chord bearing of N 37° 36' 32" E and a chord distance of 28.19 feet; thence turning and continuing along said right-of-way S 73° 17' 58" E for a distance of 6.0 feet; thence turning and running along property shown on the aforesaid plat as The Laureate Phase I S 16° 42' 02" W for a distance of 149.00 feet to an iron, this being the point of beginning.

BARTON BEND LANE AND KINGS MILL ROAD

ALL those certain streets shown on the aforesaid plat as Kings Mill Road and Barton Bend Lane, containing 1.033 acres,

more or less, and having the courses, metes, measurements and boundaries as shown on the aforesaid plat.

GENERAL COMMON AREA (Recreation Area)

BEGINNING at an iron located at the southeasternmost corner of the subject property, said iron being located on the northern boundary of the right-of-way for Barton Bend Lane; thence turning and running along said right-of-way in a curve extending in a generally southwesterly direction to an iron, said curve having a chord bearing of S 66° 48' 30" W and a chord distance of 11.78 feet; thence turning and running along property shown on the aforesaid plat as Lot 8 N 08° 42' 02" E for a distance of 71.46 feet; thence turning and continuing along said property N 73° 17' 58" W for a distance of 184.17 feet to an iron; thence turning and running along property shown on the aforesaid plat as N/F Sauls N 17° 58' 15" E for a distance of 3.30 feet to an iron; thence turning and continuing along said property N 18° 10' 45" E for a distance of 82.20 feet to an iron; thence turning and continuing along said property N 18° 22' 20" E for a distance of 74.19 feet to an iron; thence turning and continuing along said property N 17° 23' 45" E for a distance of 77.54 feet to an iron; thence turning and running along property shown on the aforesaid plat as N/F Thomas B. McTeer, Jr., (reserved for future development) S 45° 27' 05" E for a distance of 55.65 feet to an iron; thence turning and continuing along said property S 68° 17' 53" E for a distance of 103.50 feet to an iron; thence turning and continuing along said property S 16° 42' 02" W for a distance of 161.86 feet to an iron; thence turning and continuing along said property S 73° 17' 58" E for a distance of 31.00 feet to an iron; thence turning and running along property shown on the aforesaid plat as Lot 9 N 08° 42' 02" E for a distance of 104.51 feet to an iron, this being the point of beginning.

WHEREAS, Declarant intends to sell lots for the development of a residential community on the aforescribed property, which community, known as "The Laureate Phases II and III", 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 Phases II and III 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 Phases II and III can manage and control The Laureate Phases II and III, the common areas of The Laureate Phases II and III 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 con-

ditions, 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 Phases II and III 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 Barton Bend Lane and Kings Mill Road on a plat of The Laureate Phases II and III prepared by Site Consultants, Inc., dated March 17, 1987, and recorded in the RMC Office for Richland County in Plat Book _____ at page _____.

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 Thomas B. McTeer, Jr., his heirs 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 Thomas B. McTeer, Jr., or his 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 II. The Laureate Phase II shall mean and refer to lots 1 - 9, Block A, Phase II, lots 1 - 18, Block B, Phase II, and lots 1 - 9, Block C, Phase II, on the plat heretofore referred to.

Section 8. The Laureate Phase III. The Laureate Phase III shall mean and refer to lots 1 - 8, Block A, Phase III on the plat heretofore referred to.

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.

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 Assesment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty-Five and no/100 (\$25.00) 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 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 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 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.

(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 Section 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 first conveyance of a Lot to an Owner. 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 Declarant ceases to own a majority of the total lots in The Laureate Phases II and III. 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, 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.

Subsection A.
The Laureate Phase II

The following restrictions, covenants and conditions hereinafter set forth in items (a) - (k) of this Subsection A shall apply only to The Laureate Phase II.

(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 II requires that each dwelling shall be constructed immediately adjacent to a Lot boundary line except as hereafter provided in item "e" of this Subsection A. 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 Subsection A, 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 Subsection A 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 archi-

TECTURAL committee or architect, would warrant modification of the requirements of item "b" of this Subsection A that each dwelling be constructed immediately adjacent to the Zero Lot Line, and of item "c" of this Subsection A 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 his or its 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 his or its 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-five (35') feet from the center line of any street, nor closer than ten (10') feet from the rear Lot line, nor closer than fifteen (15') 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 his or its 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 the drainage within 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.

Subsection B.
The Laureate Phase III

The following restrictions, covenants and conditions hereinafter set forth in items (a) - (f) of this Subsection B shall apply only to The Laureate Phase III.

(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) No building shall be erected closer than thirty-five (35') feet from the front Lot line, nor closer than twenty (20') feet from the rear Lot line, nor closer than ten (10') feet from the side property lines. 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 his or its 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.

(c) 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.

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

(e) 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 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 Phases II and III, 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 Phases II and III. 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 Phases II and III.

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 Barton Bend Lane and Kings Mill Road. Within the easement areas, but subject to the paving and curbing of Barton Bend Lane and Kings Mill Road, 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 Barton Bend Lane and Kings Mill Road shall be maintained continuously by The Laureate Phases II and III 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, his heirs 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, Barton Bend Lane and Kings Mill Road, to, from and between Laureate Drive and the General Common Area (Recreation Area) as shown on the aforesaid plat. The easement reserved does not include the right to park vehicles on Barton Bend Lane and Kings Mill Road. The easement areas herein described and all improvements thereon, shall be maintained continuously by The Laureate Phases II and III 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, his heirs and assigns, successors-in-title, assignees, the residents of The Laureate Phase I, The Laureate Phase II, The Laureate Phase III, and the residents of adjoining properties to be developed by Declarant, 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 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. 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. Sight easements are reserved over those areas designated "sight easement" on the aforesaid plat. Within the area over which sight easements are reserved, no structure, tree, bush, or other planting or landscaping shall be allowed or maintained which shall obstruct visibility of traffic on adjacent streets.

ARTICLE XI THE LAUREATE MASTER HOMEOWNERS ASSOCIATION

Prior to the recording of this Declaration, Declarant has caused to be incorporated The Laureate Master Homeowners Association, 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 pro-

visions 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 each class of members.

IN WITNESS WHEREOF, the undersigned THOMAS B. MCTEER, JR. has caused this instrument to be executed this 24th day of March, 1987.

WITNESSES:

Claire T. Manning
Patricia J. Reid

T. B. McTeer
 THOMAS B. McTEER, JR.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PERSONALLY APPEARED before me Patricia T. Reid
 who, being duly sworn, deposes and says that s/he saw Thomas B.
 McTeer, Jr., sign, seal and as his act and deed deliver the
 within Declaration of Covenants, Conditions and Restrictions for
 the uses and purposes therein mentioned and that s/he with
Claire T. Manning witnessed the execution thereof.

SWORN TO BEFORE ME THIS)
24th day of March, 1987.)
Claire T. Manning (LS))
 Notary Public for S.C.)
 Commission Expires: 6-10-91)

Patricia J. Reid

I hereby certify that the within
Deed of Sale of Real Estate to Arthur Carlson
was filed for record in my office at
2:55 P.M. o'clock on the 25 day
of March 1987, and was
immediately entered upon the proper
indexes and duly recorded in Book 34
Page 2 of the
Register of Deeds
Richland County, State of 20