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VICKIE M. MCCARTHY - REGISTER OF DEEDS
SUMTER COUNTY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STONECROFT II SUBDIVISION, SECTION NO. 3**

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

WITNESSETH:

Declarant is the owner of Stonecroft II Subdivision, Section No. 3, which consists of 52 residential building lots, situate in the City and County of Sumter, South Carolina, and represented on Plat of Carl J. Croft, RLS, dated the 6th day of November 2006, recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2006 at Page 558. This property is currently represented on the Sumter County as a portion of tax map parcel number 182-00-03-001.

All properties within the subdivision shall be held, developed, improved, sold and/or conveyed subject to the following easements, restrictions, covenants and conditions, which are adopted and imposed to: (1) protect and enhance the value of the properties, (2) assure and preserve high standards of aesthetics and quality of labor and materials, and (3) establish certain procedures to enable the community and the residents thereof to permanently control the quality of the neighborhood. The easements, restrictions, covenants and conditions are hereby declared to be binding upon, and shall inure to the benefit of, all parties having any ownership interest in the properties.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Stonecroft Homeowners' Association, Inc., said Association having been incorporated as a non-profit corporation to operate in accordance with these covenants and its Bylaws.

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 apart 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 the Stonecroft II Subdivision, including 52 residential building lots, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Croft

Section 5. “Declarant(s)” shall mean and refer to the Meadowcroft, Inc., and such person(s) as shall replace them, or either of them, by way of inheritance, devise or intestate succession (excluding owners/assigns who acquire title to one or more lots, as third party purchasers, for residential [as opposed to investment or development] purposes).

Section 6. “Developer” shall mean Meadowcroft, Inc.

Section 7. “Plans and Specifications” shall mean and refer to all documents prepared, or to be prepared, in connection with the construction of any improvements on any lot within the subdivision identifying the size, interior and exterior configuration, material composition, structural integrity, external appearance and placement thereof.

Section 8. “Improvements” shall mean and refer to all structures, fences, driveways, walkways, excavations, plantings, gradings, things or devices of any type or nature whatsoever, placed, constructed or erected within the surface area of any lot or proposed to be so placed, constructed or erected, whether or not intended to become a fixture thereof or a capital improvement thereto.

ARTICLE II HOMEOWNERS’ ASSOCIATION

Section 1. Creation of a Homeowners’ Association. The Homeowners’ Association shall be formed as a nonprofit corporation, according to the Bylaws which are attached to these covenants.

Section 2. Membership. The owner of each lot, by acceptance of a deed, shall become a member of the Association in accordance with the Bylaws.

ARTICLE III MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. With the exception of Declarant, every owner of a lot within the subdivision, as part and parcel of the consideration for his entitlement to the benefits accruing to him as an owner and a member of the Association, is deemed to covenant and agreed to pay to the Association the annual and special assessments or charges assessed and/or adopted by the Association, together with interest thereon and all costs of collection, including reasonable attorneys fees. No assessments shall be made for lots owned by Declarant.

Section 2. Purposes of Assessments. The regular or annual 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 construction, improvement and maintenance of areas which the Association is required to maintain, including any common areas and/or properties, and to cover the administrative and operating expenses of the association. Such areas shall include, without limitation, any property or improvements within the subdivision which do not form a part of a developed lot; the streets (in the event they are not accepted for public maintenance by local or state

government), any fencing, landscaping, lighting (other than that provided by the City or County of Sumter), irrigation, and shall include mowing all such areas, including street rights-of-way, medians, cul-de-sac areas, storm drainage and detention areas, ponds, and the areas adjacent to the entrances to the subdivision, the planting and replanting of trees, hedges or other such improvements, and any other areas or improvements designated for construction, improvement or maintenance by the Declarant, Developer or Association.

In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction, reconstruction, repair or replacement of any improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3rds) of the votes of all members who are voting in person at a meeting duly called for this purpose. Any special assessment shall not apply to the lots owned by Declarant.

Section 3. Rate of Assessment. Both annual and special assessments may be fixed at such rates as are determined by the Homeowners Association and may be non-uniform.

Section 4. Dates of Commencement and Payment of Annual Assessments. The lien of assessments provided for herein shall commence and attach on the date set by the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. 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 5. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and one-half (1 1/2%) percent per month (eighteen [18%] percent per annum). If any such sum shall not be paid when due, the Association shall have the right, upon not less than fifteen (15) days' written notice to the lot owner, to collect such sum and collect reasonable attorneys' fees and all other costs and expenses incurred by the Association in connection with the collection thereof.

Section 6. Lien for Unpaid Assessment. The payment of any assessment levied by the Association, together with interest thereon and the costs of collection, shall be the personal obligation of the owner of any lot against which the assessment is levied, which obligation shall be binding upon the lot owner and his successors in interest. Furthermore, all sums so assessed by the Association, together with interest and costs of collection, shall constitute a lien on the lot against which the assessment is levied, senior in priority to all other liens except only Sumter City and County ad valorem property taxes, real estate mortgages and security interests perfected by financing statements indexed as real estate mortgages.

Any collection action may be at law or in equity, and the lien of any such assessment may be foreclosed in the same manner as a mortgage lien, consistent with and subject to the statutes, rules and common law of South Carolina pertaining to mortgage foreclosure actions. The Association shall have the right to bid on the lot (with any improvements thereon) at foreclosure sale and to acquire and hold lease, mortgage, and convey the same. An action to recover a money judgment for unpaid assessments, interest and costs of collection may be commenced and maintained without instituting foreclosure proceedings. The Association shall, upon request and at reasonable times and intervals, furnish to any owner whose property is subject to an assessment a written certificate in recordable form identifying the nature, amount and date of lien of any such assessment and setting forth whether it has been paid. This certificate shall be conclusive evidence of the lien or liens therein identified and the satisfaction/cancellation of those identified as having been paid.

Section 7. Effect of Foreclosure. Where the holder of a mortgage or financing statement constituting a recorded lien on the lot against which a delinquent assessment has been levied obtains title through foreclosure or proceedings in lieu of the foreclosure of such lien, such lien creditor shall not be liable for the payment of the delinquent assessment levied against such lot prior to such acquisition of title. Rather, this delinquent assessment, including interest and costs of collection, shall be deemed to be a common expense to the payment of which all lot owners, including the secured party acquiring title, shall contribute jointly on a pro-rata basis.

Section 8. Liability of Purchaser of Lot. The purchaser of a lot (other than a purchaser of a foreclosure sale or a lien holder acquiring title by virtue of a foreclosure or voluntary conveyance in lieu of foreclosure) shall be jointly and severally liable with the seller for the amounts of any current or delinquent assessments owing by the latter up to the time of conveyance, without prejudice to the purchaser's right to recover from the seller the amounts paid by him as such joint debtor.

ARTICLE IV ARCHITECTURAL AND LANDSCAPE CONTROL

All improvements within the subdivision or any additional properties subjected to these declarations must conform and adhere to certain purely aesthetic considerations and the architectural integrity of the existing and anticipated improvements; and the location, design, configuration, composition, exterior appearance and use of such improvements, including landscape, must be consistent with existing and proposed improvements, the topography, and the purpose and philosophy of the mutual benefit residential community concept hereby adopted. No improvement shall be commenced, placed or maintained upon the properties, nor shall any exterior addition to, or change or alteration therein be made until the complete plans and specifications (including plot plan) showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the architectural review committee.

No building, barn, outbuilding, garage, drive, fence, satellite dish, or structure of any kind or nature, or alterations or additions thereto, shall be erected, placed or made on any lot hereinabove referred; nor any basement or excavation of any kind shall be made unless and until the complete

plans and specifications as to the size, design, and material, shall have been submitted to and then approved, in writing, by the Architectural Control Committee. In the event the Architectural Review Committee fails to approve any proposed improvement within sixty (60) days after the plans, specifications, and/or plot plan have been submitted to it, then such plans, specifications and/or plot plan be deemed to have been disapproved and rejected.

No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted on any lot which materially affects surface grade of said lot or surrounding lots, unless approved in writing by the Architectural Review Committee.

ARTICLE V GENERAL PROVISIONS

1. Any person who acquires title to a lot, other than a person who acquires title merely as security for a debt, shall promptly inform the Board of Directors of the Homeowners' Association of the identity of such person and the date upon and the manner in which title to the dwelling was acquired. The Board of Directors shall maintain a record of the names of all owners and the dates upon which they acquired title to their lots.
2. No lot referred to herein shall be subdivided or reduced in size without the written consent of the Declarant(s). The Declarant(s) is specifically authorized to modify or change lot lines and sizes, when it deems same necessary or desirable, or needed to prevent undue hardship. Upon assignment of the duties of the Architectural Review Committee to the Homeowners' Association, the authority reserved under this paragraph shall be transferred to the Architectural Review Committee, to be appointed by the Homeowners' Association; provided, however, so long as Declarant retains any interest in any properties which adjoin the subdivision, no such lot revisions shall be made without the written consent of Declarant.
3. The placement, design, type, color and lettering of any mailbox or delivery receptacles and its support and property identification markers must be approved by the Architectural Review Committee.
4. The set back/building lines on lots shall be variable. They shall not depend on the setback of other lots in the subdivision but shall be as defined on the subdivision plat or as otherwise set by the Declarant(s) or the Architectural Review Committee, so long as they do not violate local ordinances.
5. No noxious or offensive activity shall be permitted upon any lot and nothing shall be had, or done, thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, chickens or other such animals, or fowl, of any kind shall be allowed or kept on any lot. Nothing shall be permitted on any such lot, which would constitute, cause or become a nuisance on such lot which would pollute the water of any lake, stream or pond located in or near said subdivision.

6. No bus, motor home, camper, boat, travel trailer, utility trailer, or similar device shall be kept, had or allowed at any time on any lot so as to be visible from any street. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers screened from public view. No clothes line shall be allowed to be visible from any street. All lots, property and premises shall be kept clean at all times.

7. If a lighting, security and/or protection system is put into operation for the protection of the residents and homeowners in the development, each lot owner will be responsible for paying a pro-rata share of the cost of installing and operating such system. Such pro-rata cost of any such security, lighting, or protection system shall be enforced by the Homeowners' Association like any other assessment made by said organization.

8. No sale, rent, advertising signs or billboards shall be erected on any lot/house or displayed in any form to the public, except usual real estate signs with panel sizes not to exceed two (2') feet by three (3') feet. No signs, as above described, shall be nailed or fastened to any tree at any time.

9. It is understood and agreed by all lot owners that the Declarant(s) shall not be responsible for the installation and maintenance of storm drains, control of surface water, or maintenance of streets after said streets and systems have been dedicated to the City and/or County of Sumter or the State of South Carolina.

10. No television antenna shall be erected on any lot unless cable television is not available. Any such television antenna shall be removed within three months after cable television becomes available. In no event shall free standing transmission or reception towers be permitted on any lot at any time. Subject to the regulation of the Architectural Review Committee, satellite dishes or disks may be permitted if not visible from the public streets.

11. All utility wires, cable, conduit or other appurtenances to the extent possible should be underground and shall be constructed and installed in a manner to least interfere with the property.

12. The Declarant reserves the right to subject the property to assessments for street lighting.

13. Some of the lots may include wetlands, the disturbance of which may be regulated by local, State, or Federal Law or regulation. No such area shall be disturbed or utilized by owner, with the exception of the Declarant(s), in such a manner as would change the status of the area to a non-wetland status as defined by applicable law, ordinance or regulations.

14. One or more of the lots mentioned herein may contain vegetation which serves as a natural screening buffer between the lots and adjoining property and/or roadways. No such vegetation shall be removed without approval of the Architectural Review Committee in accordance with Article IV of these covenants.

15. Neither Declarant(s) nor any member of the Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications submitted and approved by the Architectural Review committee, nor for any structural defects in any work done according to such plans or specifications. Further, neither Declarant(s) nor any member of the

Architectural Review Committee shall be liable in damages to anyone submitting plans or specifications for approval under these restrictions or to any other of property affected by this declaration by reason of mistake in judgment, negligence or nonfeasance arising out of, or in connection with the approval or disapproval, or failure to approve or disapprove of any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Committee agrees by submission of such plans or specifications, and every lot owner agrees, that he/she/it will not bring any action or suit against the Declarant(s) or any member of the Architectural Review Committee for recovery of any such damages, of any kind or nature.

16. Each lot owner shall comply strictly with all of the Covenants, conditions, restrictions and easements set forth in this Declaration. In the event of violation or breach, or threatened violation of breach, of any of the same, the Declarant(s), the Architectural Review Committee or any aggrieved lot owner, jointly and severally, shall have the right to proceed in law or equity for the recovery of damages, or for injunctive relief, or both. The party prevailing in any such action shall be entitled to recover from the other all costs associated with the successful defense or prosecution thereof, including reasonable attorneys fees in an amount to be set by the court or courts in which the litigation is conducted. The failure of the Declarant(s), the Homeowners' Association or any owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

17. If any sentence, clause or paragraph of this Declaration shall be found by a court of competent jurisdiction to be invalid or unenforceable, it shall in no way effect the validity or enforceability of any other sentence, clause or paragraph thereof, and the remaining provisions shall continue unimpaired and remain in full force and effect.

18. The Declarant(s) reserve unto themselves, their heirs and assigns, the right to relocate, open or close streets in the subdivision and to revise, re-subdivide and change the size, shape dimensions, and locations of lots and streets, whether shown on a recorded plat, a promotional display or a lot layout plan; provided, however, that no lot sold prior to such revisions, relocation or change shall be deprived of that portion of the street or streets on which it bounds nor of access to such lot from the streets in the subdivision.

19. Any climbing plants or vegetation of any kind, placed or allowed to remain on any fence or wall, along a property line, shall be maintained by the respective lot owner, who must keep same in a neat, attractive condition and in compliance with the directions of the Architectural Review Committee.

20. The Developer reserves unto itself and the Association a perpetual and alienable easement appurtenant and right-of-way over, upon, across and under each lot and common area for the installation and maintenance of domestic utility (including, without limitation, electricity, water, telephone and cable vision) service lines, drainage, and common areas, together with the right of ingress and egress to and from the lots and common areas for the reasonable exercise of these easements and the ensurance of compliance with these declarations. This reservation shall not impose upon either the Developer or the Association an obligation to provide or maintain such utility service or to utilize or exercise any such easement. No improvements will be permitted upon any lot

or common area which interfere with the creation or utilization of the easements referred to herein.

21. The Covenants and restrictions of this Declaration shall run with and bind the land and all parties acquiring same as well as their successors in title, 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. This Declaration may be amended, and any additional properties annexed, by a two-thirds (2/3rds) majority vote of the membership of the Homeowners' Association. Any such vote must be noticed and taken in accordance with the Bylaws of the Association. To be binding upon subsequent property owners, and such amendment or annexation must be confirmed in writing, certified by the Secretary of the Association, witnessed, probated and recorded in the Office of the Register of Deeds (ROD) for Sumter County; provided, however, no such amendment shall impose any additional obligation upon nor effect the voting rights of Declarant or Developer.

IN WITNESS WHEREOF, the undersigned, being the Declarant(s) herein, have hereunto set their Hands and Seals this 8th day of Dec., 2006.

IN THE PRESENCE OF:

Arthur Jawsan
Bernard M. Boaden

Meadowcroft, Inc.

BY: Carl G. Craft

ITS: President

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF SUMTER)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and states that (s)he saw the within named Meadowcroft, Inc., BY Carl J. Croft ITS President sign, seal and as its act and deed, deliver the within written Declaration of Covenants, Conditions and Restrictions, and that deponent with the other witnesses named above, witnessed the execution thereof.

Ashtyn Dawson

SWORN to before me this 8th
day of December, 2004.

Bernard M. Braden (LS)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4.6.15