

SOUTH OF SOUTH CAROLINA
COUNTY OF YORK

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR HUNTINGTON SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made on the date hereinafter set forth by WR PARTNERSHIP, a South Carolina general partnership, (hereinafter referred to as "Declarant");

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M. H. ...
YORK COUNTY, S.C.

W I T N E S S E T H:

WHEREAS, the Declarant owns and is engaged in the development of a tract of land located on Herlong Ave in York County, South Carolina, which tract has an area of 28.70 acres, more or less, and is to be known and is herein referred to as "Huntington Subdivision", being more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Declarant desires to insure the attractiveness of Huntington Subdivision and to prevent any future impairment thereof to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Huntington Subdivision, and to provide for the operation, maintenance and upkeep of the Common Area, as hereinafter defined, and to this end desires to subject Huntington Subdivision to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth, each and all of which is for the protection and benefit of said property and each and every owner of all or any parts thereof; and each of which shall inure to the benefit of and run with said property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities of all properties within Huntington Subdivision, and to insure the residents' full use and enjoyment of the specific rights, privileges and easements of the Common Area, as hereinafter defined, to create an organization to which will be delegated and assigned the powers of owning, maintaining and

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administering the Common Area and related recreational facilities, and administering and enforcing this Declaration and collecting and disbursing the assessment charges hereinafter created; and

WHEREAS, Declarant has caused or will cause to be incorporated under South Carolina law a nonprofit corporation with the name of "Huntington Property Owners Association, Inc." for the purpose of exercising and performing the aforesaid functions;

NOW, THEREFORE, Declarant hereby declares that the real property described in Section 2.1 hereof, is and shall be held, transferred, sold, conveyed and occupied, and used subject to the covenants, restrictions, conditions, easements, agreements, charges and liens (sometimes herein referred to as the "covenants and restrictions"), hereinafter set forth. Every grantee of any interest in any lot of real property now or hereinafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person or whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and all of the terms and conditions hereof, and shall be deemed to have consented to all of said terms and conditions.

ARTICLE I.

Definitions

Section 1.1 "Association" shall mean and refer to Huntington Property Owners Association, Inc., an South Carolina nonprofit corporation, its successors and assigns.

Section 1.2 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all members or designated classes of members of the Association, and including, but not limited to, all greenways, median strips,

planted areas, easements and recreational amenities. The Common Area presently intended to be conveyed to the Association by Declarant consists of a parcel of property more particularly described in Exhibit "B" attached hereto and made a part hereof.

1.3 "Declarant" shall mean and refer to WR Partnership, a South Carolina general partnership, and those of its successors and assigns, if any, to whom the rights of Declarant hereunder are expressly transferred hereafter, in whole or in part, and subject to such terms and conditions as Declarant may impose.

Section 1.4 "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map of Huntington Subdivision, with the exception of the Common Area.

Section 1.5 "Lot in Use" shall mean and refer to any Lot which has been conveyed to an Owner other than Declarant.

Section 1.6 "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.7 "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.8 "Recreational Amenities" shall mean the facilities constructed, erected, maintained, installed and operated on the Common Area for the use, benefit and enjoyment of members.

ARTICLE II

Property Subject to this Declaration
and Within the Jurisdiction of the
Huntington Property Owners Association

Section 2.1 Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association, is located in York County, South Carolina, and is

more particularly described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE III

Membership and Voting Rights

Section 3.1 Every Owner of a Lot 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. The directors of the Association may make reasonable rules relating to the proof of ownership of any Lot.

Section 3.2 The Association shall have two classes of voting membership:

(a) Class A: Class A members shall all be Owners with the exception of the Declarant, and shall be entitled to one (1) 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 one Lot.

(b) Class B: The Class B Member shall be the Declarant. Declarant shall be entitled to Thirty-one (31) votes for each Lot in which it holds a fee or undivided fee interest. Upon the conveyance of a Lot from Declarant to an Owner other than Declarant, the membership classification for that Lot shall automatically be converted from Class B to Class A. Class B membership status for all lots owned by Declarant shall cease and be converted to Class A status on such date as Declarant shall elect to abolish Class B membership by delivery to the Association written notice to such effect.

Section 3.3 The right of any Member to vote may be suspended by the Board of Directors of the Association for just cause pursuant to its rules and regulations and according to the

provisions of Section 4.1(e) of this Declaration.

ARTICLE IV
Property Rights

Section 4.1 Member's Easement of Enjoyment. Every Member 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 such Member's Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission, membership or other fees for the use of any Recreational Amenity situated upon the Common Area;

(b) The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving the Common Area and Recreational Amenities, and in connection therewith to mortgage the Common Area or any portion thereof; provided, however, if the Common area is mortgaged while the Class B membership is in existence, the execution and delivery of such mortgage shall require the same approval of the Members as is required for special assessments for capital improvements as set forth in Section 5.4 of this Declaration;

(c) The right of the Association to dedicate or transfer all or any part of the 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 two-thirds (2/3) of each class of members of the Association agreeing to such dedication or transfer has been recorded; provided, however, that a simple majority of the Board of Directors may authorize and execute customary utility, CATV or other such easements;

(d) The right of the Association to formulate, publish and enforce reasonable rules and regulations for the use of the Common Area and Recreational Amenities;

(e) The right of the Association to suspend the voting rights and right to use the Common Area and Recreational Amenities of a Member (or any person to whom a Member has delegated his right of enjoyment) for any period during which any assessment against such Member's Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations.

Section 4.2 Delegation of Use

(a) Any Member may delegate to members of his family, tenants or contract purchasers who reside at such Member's Lot, in accordance with the Bylaws of the Association, such Member's right to use the Common Area.

(b) Recreational Amenities situated upon the Properties may be utilized by family members, guests, tenants or contract purchasers of a Member subject to the rules and regulations established by the Board of Directors of the Association governing their use.

Section 4.3 Title to the Common Area. The Association shall hold fee simple title to such tracts of land as may be deeded to it by Declarant as Common Area. Declarant does not hereby commit to the conveyance of the Common Area other than that generally described in section 1.2 hereof.

ARTICLE V

Covenant for Assessments

Section 5.1 Creation of the Lien and Person Obligations of Assessments.

(a) Notwithstanding any provision or inference in this

Declaration to the contrary, a Lot shall not be subject to any annual or special assessments until fee simple title to the Common Area generally described in Section 1.2 hereof has been conveyed to the Association by Declarant and such Lot becomes a Lot in Use.

(b) Declarant, for each Lot in Use owned within the Properties, hereby covenants and each Owner of each Lot in Use, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, 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 fixed, established and collected from time to time as hereinafter provided. The annual and special assessments on Lots in Use together with such interest thereon and costs of collection thereof, as hereinafter provided, including, without limitation, reasonable attorney's fees, shall be a charge and continuing lien on real property and improvements thereon against which each such assessment is made and shall be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

(c) Notwithstanding the foregoing, the Declarant may, at its election, postpone, in whole or in part, the date on which assessments shall commence provided that the Declarant maintains the Common Area for which no assessment is being collected during the period of such postponement.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the beautification of the Property, the recreation, health, safety and welfare of residents of the Property, the enforcement of these covenants and restrictions, and the rules of the association, and for the improvement and enhancement of the Property and providing the services and facilities devoted to this purpose and relating to the maintenance, expenses of

operation (including insurance and ad valorem taxes) use and enjoyment of the Common Area provided, however, that nothing herein shall mean that assessments may not be used for the beautification of areas within the Property but which are not a part of the Common Area, such as entrance signs, access easements crossing private property, median strips in public streets, or the interior of cul-de-sacs.

Section 5.3 Maximum Annual Assessments

(a) Until January 1, 1990, the maximum annual assessment shall not be in excess of One Hundred Dollars (\$100.00) per Lot in Use, except as otherwise provided herein, the exact amount of which shall be determined from time to time as provided in subsection (d) of this Section 5.3.

(b) From and after January 1, 1990, and each year thereafter, the maximum annual assessment for each Lot in Use may be increased by the Board of Directors of the Association without a vote of the membership, by a percentage which may not exceed the greater of five percent (5%) per annum, or the percentage increase of the level of the consumer Price Index for Urban Wage Earners published by the Bureau of Labor Statistics of the United States Department of Labor (or similar standards) over the preceding calendar year. Such percentage increase shall be determined by comparing the Index level for December of the year immediately preceding the year of adjustment with the Index level for the previous December.

(c) From and after January 1, 1990, the maximum annual assessment may be increased by any amount approved 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 such purpose in accordance with Section 5.5.

(d) After consideration of the current expenses and future needs of the Association, the Board of Directors shall fix the annual assessments at any amount not in excess of the maximum as determined pursuant to the previous subsections of this Section 5.3.

Section 5.4 Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction or described capital improvements or unexpected repair or replacement of described capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto; provided that any such assessments shall be adopted by a two-thirds (2/3) affirmative vote of each class of Members voting in person or by proxy at a meeting duly called for such purpose in accordance with Section 5.5

Section 5.5 Notice and Quorum for Any Action Authorized Under Section 5.3 and 5.4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.3 and 5.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or proxies entitled to cast one-half (1/2) of all votes of each class of membership shall constitute a quorum.

Section 5.6 Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots in Use. Annual Assessments shall be collected on a semi-annual basis in advance, and shall be paid to any collection agent as may be appointed by the Board of Directors of the Association. Special assessments shall be collected as determined by the Board of Directors.

Section 5.7 Date of Commencement of Annual Assessments:

Due Date. The annual assessments provided for hereinafter shall be fixed on a calendar year basis and shall be due and payable semi-annually in advance beginning on such date as may be determined by the Board of Directors. Payment of the assessment shall be past due on the tenth (10th) day after the due date of each semi-annual installment. The Board of Directors of the Association shall fix the amount of the annual assessment of each

Lot in Use at least thirty (30) days prior to the beginning of the year for which the assessment is applicable. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date of any special assessment under Section 5.3 hereof shall be fixed in the resolution authorizing such assessment. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment(s) on a specified Lot in Use have been paid.

Section 5.8 Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment (or installment) not paid within ten (10) days after the due date shall bear interest from the due date at the maximum of 18 percent per annum, or any successor statute governing contract interest rates generally. The association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien granted to it hereunder and charge the costs of collection, including attorney's fees, to the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. For purposes of this Section, the amount of delinquent assessments plus accrued interest and collection costs shall be considered evidenced by this paragraph, and this Declaration shall be considered an evidence of indebtedness.

Section 5.9 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such Lot from

liability for any assessments thereafter coming due or from the lien thereof.

ARTICLE VI
Architectural Control

Section 6.1 General Requirements.

(a) No structure of any kind (including, but not limited to, dwellings, buildings, pools, decks, porches, garages, fences, walls, mail boxes, outbuildings, or other accessory structures) shall be commenced, erected or maintained upon the Property, nor shall any addition to any existing structure or a change or alteration therein be permitted, until complete final plans and specifications therefor showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location of floor plan therefor, and showing front, side and rear elevations have been submitted to and approved by the Architectural Control Committee of the Association described in Section 6.6 below as to harmony of exterior design and general quality standards of the area and the Huntington Subdivision community generally, and as to location in relation to surrounding structures and topography.

(b) In order to assure that location of houses will be staggered where practical and appropriate, the structure will be located with regard to the ecological constraints and topography of each individual Lot, taking into consideration topography, location of large trees and similar considerations. The Association, through the Architectural Control Committee, reserves the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site. Furthermore, the Architectural Control Committee shall have the right to review and standardize any exterior, architectural or accessory feature and all landscaping plans.

Section 6.2 Review Procedures. If the Architectural Control Committee fails to approve or disapprove plans or specifications submitted to it within fifteen (15) days after receipt of written notice delivering such plans and specification to it together with a request for approval, the Association shall be conclusively deemed to have approved said plans and specifications. Refusal or approval of plans, specifications, builder or location may be based upon any grounds, including purely aesthetic considerations which in the sole discretion of the Architectural Control Committee shall be deemed sufficient. The approval of the Architectural Control Committee shall in no event constitute or be construed as an approval or warranty by the Association of the stability, design or quality of any improvement.

Section 6.3 Builder Qualifications. Any builder performing any work on the Property must be approved by the Architectural Control Committee as to financial stability, building experience, and ability to build structures of a class and type of those which are to be built on the Property. No person, firm or entity shall be approved as a builder unless such person, firm or entity obtains its income primarily from construction of the type which the builder is to perform upon the Property. No Owner shall be permitted to act as his own builder or contractor for the exterior of any structure except where such Owner obtains his income primarily from the construction of the type of structure to be constructed upon the Property, and otherwise meets the qualifications for approval by the Association as hereinabove set forth.

Section 6.4 Completion of Improvements. The exterior portions of all houses and other structures and site work and landscaping must be completed within one (1) year after the construction of same has commenced, except where completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergencies, Acts of God, natural calamities or other catastrophic circumstances beyond the

control of the Owner or builder.

Section 6.5 Remedies of Association. In the event any Owner violates the terms of this Article VI, the Association or its duly appointed agents shall, after thirty (30) days written notice to Owner to cure such violation, and the failure of Owner to so cure, be entitled to enter upon the property of the Owner and cure such defect, including removal of any structure built in violation thereof, all at the cost and expense of the Owner. This right of the Association or its duly authorized agents shall be in addition to all other general enforcement rights which the Association may have for a breach or violation of the terms of the covenants and restrictions, and shall not be deemed a trespass by the Association or its agents.

Section 6.6 Composition of Architectural Control Committee. So long as Declarant or any entity with which Declarant is associated (an associated entity to be only one with respect to which the deed conveying ownership of any portion of the Properties makes specific reference to such association by language reading a substantially as follows: "For purposes of Section 6.6 of the Declaration of Covenants, Conditions and Restrictions to which the above property is subject, this conveyance is to be an entity with which Declarant is associated as defined in such Section") owns any portion of the Property, Declarant shall have the right to appoint the Architectural Control Committee which shall be composed of three (3) or more representatives. At such time as Declarant or any associated entity shall no longer own any interest in the Property, the Architectural Control Committee shall be appointed by the Board of Directors of the Association in accordance with the Bylaws of the Association.

ARTICLE VII

General Residential Covenants

Section 7.1 Land Use and Building Type. All Lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any parcel of property (whether composed of one or more Lots or parts of Lots) other than one detached single family dwelling, not to exceed two and one-half (2 1/2) stories in height (or two [2] stories and a basement), and a private garage for not more than three (3) cars and other outbuildings incidental to residential use of the parcel.

Section 7.2 Lot Area and Dwelling Size.

(a) No residential structure shall be erected or placed on any parcel of property (whether composed of one or more Lots or parts of Lots) having an area of less than Fifteen Thousand (15,000) square feet.

(b) No single family dwelling having heated square footage of less than 2,000 square feet (exclusive of unfinished basements, attached garages and storage areas) shall be erected on any parcel of property designated as a part of Huntington Subdivision. As a part of its plan review process, the Architectural Control Committee reserves the right to determine the manner in which the square footage is to be proportioned, with specific attention given to the allocation of space to each living level, and to require exterior elevation appearance to be in conjunction with the entire streetscape, as determined in the sole discretion of the Committee.

Section 7.3 Building Setbacks, Waivers.

(a) No structures shall be erected on any Lot nearer to any street line than the building setback lines shown in the recorded maps, nor shall any building be erected on any easement described within this Declaration or shown upon the recorded maps. With respect to corner Lots, the front Lot line shall be deemed the

street line having the shorter frontage, and any residence erected on such corner Lot shall face the front Lot line. No structure, including a residence, shall be located nearer than six (6) feet to both side Lot lines. For purposes of this paragraph, eaves, steps and uncovered porches or terraces shall not constitute part of a structure; provided, however, this exception shall not be construed to permit encroachment upon an easement shown on a recorded map or described within this Declaration. The foregoing shall not be construed to prevent the construction of driveways and sidewalks up to any side lot line or over easements shown on a recorded map.

(b) In the event of the violation of any of the setback requirements set forth herein or shown on the recorded maps, Declarant reserves the right, by written agreement of waiver, to waive such violation; provided, however, that the right to waive herein reserved shall apply only to instances in which a setback requirement is violated by ten percent (10%) or less.

Section 7.4 Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. 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 that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs, cats, et cetera, shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.

Section 7.5 Fences, Walls and Hedges. No fence, wall, hedge, mass planting or similar obstruction shall be erected or placed in that portion of any Lot lying to the front of the residence on such Lot nor shall any fence, wall, hedge, mass planting or similar obstruction exceeding eight (8) feet in height be erected or placed in that portion of any Lot lying to the rear of the front of the residence on such Lot; provided,

however, the Architectural Control Committee shall have the authority to approve variances from the above requirements. Chain link or other metal fencing is not permitted, except that 2" X 4" mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing shall not have more than 50 percent of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used immediately around patios, wood decks, or pools as privacy screens; provided, however, the design and appearance of such fencing is specifically subject to review by the Architectural Control Committee as set forth in Article VI hereof prior to the commencement of construction.

Section 7.6 Temporary Structures and Offstreet Parking.

No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently. For purposes of this Section 7.7, the term "trailer" shall specifically include, without limitation, a "manufactured home" as defined in Section _____ of the South Carolina General Statutes, as the same may be amended, and any other structure substantially constructed or prefabricated. Mobile house trailers, on or off wheels, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on Lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines (unless parked in a driveway) and, in addition, shall be parked under cover and within a carport, garage or other shelter approved by the Architectural Control Committee as to location and appearance and no such vehicles or trailers may be occupied while parked on any

Lot; provided, however, with the prior written consent of Declarant, builders may maintain temporary construction offices on Lots.

Section 7.7 Metal Garages, Carports, Buildings, Accessory Structures, Above-Ground Pools. No metal carport or metal garage shall be erected on any Lot or attached to any residence building located on the Lot. No metal building, metal accessory structure or above-ground pool of any kind shall be placed on any Lot.

Section 7.8 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than six (6) square feet advertising the Property for sale or rent or signs used by Declarant or a builder approved the Association to advertise the property during the construction and sales period.

Section 7.9 Satellite Dishes or Discs. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than a conventional television antenna which shall not extend ten (10) feet above top roof line ridge of the house. In no event shall free standing transmission or receiving towers or discs or dishes be permitted.

Section 7.10 Maintenance of Lot. Each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No Clothesline may be erected or maintained on any Lot other than a temporary clothesline located directly behind the residence. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units.

Section 7.11 Oil and Mining Operations. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, general excavations, or shafts be permitted upon any Lot. No derrick or structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or within the Common Area.

ARTICLE VIII

Easements

Section 8.1 Easements for installation and maintenance of driveway, walkway, parking area, waterline, gas line, telephone, electric power line, sanitary sewer, and storm drainage facilities, cablevision (CATV) service, and for other utility installations are reserved as shown on the applicable recorded maps of the Property. In addition, such easements are reserved over the rear ten (10) feet and each side five (5) feet of each Lot. The Association may reserve and grant easements for the installation and maintenance of sewerage, utility and drainage facilities over the Common Areas as provided in Section 4.1 of this Declaration. Within such easements above provided for no structures, planting or other materials shall be placed or permitted to remain which may interfere with the installation of sewerage or disposal facilities and utilities which may change the direction or flow of drainage channels in the easements of which may obstruct or retard the flow of water through drainage channels in the easements. 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.

Section 8.2 Temporary Construction Easements. Easements for temporary access and construction are reserved over the rear ten (10) feet and each side five (5) feet of every Lot. Any Owner disturbing property within said easements shall be

responsible for restoring and property to its condition prior to disturbance.

Section 8.3 Reservation of Right to Create Additional Easements. Declarant reserves the right to create and impose additional easements and rights-of-way over any Lot. Such recording shall be in addition to any not in lieu of any easements heretofore reserved in this Declaration.

ARTICLE IX

General Provisions

Section 9.1 Enforcement. Declarant, the Association, and 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 Declarant, the Association 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. Enforcement shall be by proceedings at law or in equity against any person or persons, firm or firms, or entity or entities violating or attempting to violate any covenant and to restrain violation or to recover damages, or both. In the event a proceeding commenced by any party entitled to enforce the covenants is concluded in favor of such party, that party shall be entitled to recover from the defendant or defendants in such proceeding that party's reasonable attorney's fees incurred by the prevailing party in prosecuting such proceeding.

Section 9.2 Severability. Invalidation of any 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 9.3 Term. The covenants and restrictions of this Declaration shall run with the land and shall be binding upon all parties and shall inure to the benefit of Declarant, the

Association and the Owner of any Lot subject to this Declaration, their legal representatives, heirs, successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are filed for registration, after which time they shall be automatically extended for successive periods of ten (10) years unless they are amended or terminated in accordance with the provisions of Section 9.4.

Section 9.4 Amendment. The covenants, conditions and restrictions of this Declaration may be amended or terminated during the initial twenty-five (25) year term by an instrument signed by the Owners of not less than 90 percent of the Lots subject to this Declaration at the time of such amendment, and after such 25 year term by an instrument signed by Owners of not less than 75 percent of such Lots; provided, however, that the Board of Directors of the Association may amend this Declaration to correct any obvious error or inconsistency in drafting, typing or reproduction without action or consent of the Owners, and such amendment shall be certified as an official act of the Board and recorded in the Office of the Clerk of Court of York County.

Section 9.5 Procedure for Certification and Recording of Amendment. Any instrument amending these covenants, conditions and restriction other than amendment by the board to correct an error or inconsistency in drafting, typing or reproduction shall be delivered following execution by the Owners to the Board of Directors of the Association. Thereupon, the Board of Directors shall, within thirty (30) days after delivery, do the following:

(a) Reasonably assure itself that the amendment has been executed by the Owners of the Required number of Lots as provided in Section 9.4. (For this purpose, the Board of Directors may rely on its roster of members and shall not be required to cause any title to any Lot to be examined);

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are

executed.

(c) Immediately and within the thirty (30) day period aforesaid, cause the amendment to be recorded in the office of the Clerk of Court of York County

All amendments shall be effective from the date of recordation in the York County Public Registry; provided, however, that no such instrument shall be valid until it is indexed in the name of the Association. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors, recorded and indexed as provided by this Section, it shall be conclusively presumed that such instrument constituted a valid amendment as to the Owners of all Lots subject to This Declaration.

Section 9.6 Amendment of Declaration Without Approval of Owners. Notwithstanding the provisions of Section 9.4, the Declarant, without the consent or approval of any other Owner, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots or Improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by, or insured by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States government or the State of South Carolina, regarding purchase and sale of such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to control of the Properties, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of such corporation or agency, including, without limitation, the Veteran's Administration (VA), U.S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation or Federal National Mortgage Corporation,

requiring amendment as condition of approval or suggesting an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD, and/or such corporation or agency. No amendment made pursuant to this section shall be effective until duly recorded in the office of the Clerk of Court of York County

Section 9.7 Right of Declarant or Association to Amend to Achieve Tax-Exempt Status. The Declarant, for so long as it shall retain voting control of the Association, and, thereafter, the Board of Directors of the Association, may amend this Declaration as shall be necessary, in their opinion and without the consent of any Owner, in order to qualify the Association or Properties or any portion thereof for tax-exempt status. Such amendment shall be effective upon the date of its recordation in the office of Clerk of Court of York County

Section 9.8 Right of Declarant to Grant Temporary Exclusions. Declarant reserves the right to grant such temporary exclusions from the requirements set forth in this Declaration as it, in its sole discretion, may determine to be necessary to facilitate the orderly development, construction and marketing of the Properties. Such right to grant temporary exclusions is intended to include, without limitation, matters with respect to fences, flags, signs and temporary structures. Any exclusions so granted shall expire on a date not later than May 1, 1991.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed on this 21 day of March, 1988.

WR PARTNERSHIP
a South Carolina general partnership

BY: Waddell-Rubin Associates
a North Carolina limited partnership, General Partner of WR Partnership

BY: R. Alvin Waddell
R. Alvin Waddell, General Partner of Waddell-Rubin Associates

Signed and sealed in the presence of:

Witness: Carla A. Hillman
Steven M. Couch

(CORPORATE SEAL)

BY: ROYAL DEVELOPMENT, INC.
OF LAKE WYLIE

BY: [Signature]
(Vice) President

ATTEST: John A. Stand
(Assistant) Secretary

Signed and sealed in the presence of:

Witness: Charles C. Beyer
Virginia L. Schreder

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

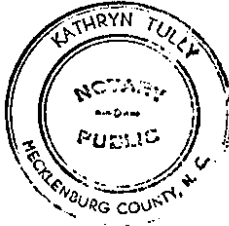
Personally appeared before me, Susan M. Creech
(witness) and made oath that (s)he saw R. Alvin Waddell, a
general partner of Waddell-Rubin Associates, a North Carolina
limited partnership, acting as the general partner of WR
Partnership, a South Carolina general partnership, sign, seal,
and deliver the within written Declaration of Covenants,
Conditions and Restrictions for Huntington Subdivision on behalf
of said WR Partnership for the uses and purposes therein
mentioned, and that (s)he with Carla A. Gibson
(other witness) witnessed the due execution thereof.

Susan M. Creech (SEAL)
Witness

Sworn to before me this 15th day of March, 1988

Kathryn Tully
Notary Public for the County
and State aforesaid

My Commission Expires: 9-1-92



STATE OF SOUTH CAROLINA
COUNTY OF YORK

Personally appeared before me, Charles C. Beyer
(witness) who being duly sworn says that (s)he saw the corporate
seal of Royale Development, Inc. of Lake Wylie, affixed to the
foregoing instrument and that (s)he also saw Dana Anthony
as the President, and John A. Spand as
Secretary of said Royale Development, Inc. of Lake Wylie, sign
and attest the same, and that (s)he with Charles C. Beyer
(other witness) witnessed the execution and delivery thereof as
the act and deed of the said Royale Development, Inc. of Lake
Wylie.

Charles C. Beyer (SEAL)
Witness

Subscribed to before me this 21 day of March, 1988

Virginia A. Schroeder
Notary Public for the County
and State aforesaid

My Commission Expires: My Commission Expires October 19, 1997

SCHEDULE "A"

All that certain piece, parcel or tract of land located in Ebenezer Township, York County, South Carolina, containing 28.70 acres and being more particularly described as follows: BEGINNING at a new iron in edge of 66 foot right-of-way of Herlong Avenue approximately .4 miles from S.C. Highway 5 and running thence N 22-24-01 E 700.0 feet to a new iron; thence S 67-35-59 E 350.00 feet to a new iron; thence N 22-24-01 E 303.76 feet to a new iron; thence S 46-24-12 E 250.43 feet to a new iron; thence S 43-45-11 E 108.67 feet to a new iron; thence S 48-47-09 E 134.54 feet to a new iron; thence S 29-18-28 E 133.59 feet to a new iron; thence S 07-08-26 E 135.16 feet to a new iron; thence S 02-19-33 W 115.44 feet to a new iron; thence N 80-36-04 E 65.0 feet to a new iron; thence on an arc with chord being S 01-04-58 E for a chord distance 311.55 feet (arc=312.91 radius= 967.56) to a new iron; thence S 09-11-18 W 350.0 feet to a new iron; thence S 80-48-42 E 166.11 feet to a point in creek located 15.0 feet from new iron in creek bank; thence with run of creek S 07-40-21 W 429.19 feet to a point in creek located 210 feet from old iron of creek bank; thence N 54-15-14 W 471.0 feet to an old iron; thence N 51-04-36 W 326.60 feet to an old iron; thence N 49-44-22 W 326.11 feet to an old iron; thence N 49-49-08 W 265.19 feet to an old iron; thence N 49-49-08 228.16 feet to a new iron, this being the beginning point. The above described property is more fully shown on plat of Waddell Rubin and Associates Herlong Property Tract 1 drawn by Hucks and Associates, Inc., Land Surveyors and Land Planners dated December 17, 1987, said plat being recorded in Plat Book 91, Page 62, Office of the Clerk of Court for York County, South Carolina and incorporated herein by reference.