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The covenants and restrictions below will be referred to as the General Covenants of November, 1990, and will be recorded in the RMC Office for Dorchester County, South Carolina, and may be incorporated by reference in deeds to real property issued by the Company by reference to the book and page of recording in the land records of said office.

ARTICLE II

COVENANTS, RESTRICTIONS, AND AFFIRMATIVE

OBLIGATIONS APPLICABLE TO ALL PROPERTIES IN

PINE FOREST

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size, and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason, such standards are not established by these covenants. In order to implement the purposes of these covenants, the Company shall establish and amend from time to time objective standards and guidelines which shall be in addition to these covenants.

1. No building, fence, or other structure shall be erected, placed, or altered, nor shall a building permit for such improvement be applied for on any property in Pine Forest until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan, and construction schedule shall have been approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location, or specification may be based by the Company upon any ground, including purely aesthetic

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conditions, which, in the sole and uncontrolled discretion of the Company, shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Company of written demand for approval, the provisions of this paragraph shall be thereby waived.

2. In order to assure that location of buildings and other structures will be located and staggered so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property, taking into consideration the location of large trees and other aesthetic and environmental considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any building or structure or structures on any property in Pine Forest for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the property owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase, the Company shall automatically approve such location for a residence or group of residential units.

3. No commercial signs, including "for rent", "for sale" and other similar signs shall be erected or maintained on any property, except as may be required by legal proceedings. A builder may, during the initial construction and sales period utilize one (1) professional sign of not more than four (4) square feet in size on each separate property which identifies the construction of the residence by the general contractor. Signs shall be in excellent

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condition when placed on a property and shall thereafter be maintained in the same condition or be replaced. Declarant may erect signs, either permanent or temporary, for the Pine Forest Country Club Community area or any area or portion thereof for identification, sales information or other purposes. The size, location, graphic design, message, construction materials, and condition of any sign placed in Pine Forest Country Club Community shall be subject to approval by the Company either before or after having been placed, and the Company shall have the power to disapprove the display of any sign because of its failure to conform with these restrictions or standards otherwise established by the Company, in which event, the builder or owner responsible for such sign shall have the option of permanently removing the offending sign, or replacing it with a sign satisfactory to the Company. Any person or entity having ownership or control of a sign in place shall be responsible for maintaining said sign in good physical condition. Failure to properly maintain a sign to standards established by the Company shall be sufficient reason for the Company to require permanent removal or replacement of the offending sign. If any person or entity owning or controlling a particular sign is notified by the Company that the sign does not conform with the requirements of this Declaration and the sign is not repaired, replaced, or otherwise brought to a level of quality deemed appropriate by the Company within ten (10) days after and including the date such notification is issued by the Company, the Company or its designated representative may, but shall not be obligated to, enter the property and permanently remove the offending sign without incurring any cost or other liability. Any permit, license or other necessary documentation required for on site display shall be affixed to the rear portion of builder's professional sign.

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4. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or ground on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

5. All pets must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Company for the maintenance and confinement of pets.

6. Prior to the occupancy of a dwelling unit, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the Company, its licensee, successor or assigns, or if no such main has been constructed in the vicinity of such lot, then such disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage and all sewage shall be emptied or discharged into such main or tanks. No sewage or other waste material shall be emptied or discharged into any creek or waterway or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority prior to the use of the system.

7. No private water wells for human consumption may be drilled or maintained on any residential lot so long as the Company, its licensee, agents, successors or assigns, plans a water distribution line within one hundred (100) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line.

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8. The Company reserves unto itself, its successors and assigns, a perpetual alienable and releaseable easement and right on, over, and under each lot to erect, maintain and use poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, community antenna television service, gas, sewer, water or other public conveniences or utilities, on, in, or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company, or (b) such portion of each lot, parcel or tract as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Company and which has been approved in writing by the Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

9. Each lot owner shall provide a screened area not generally visible from the road to serve as a service yard and an area for the storage of garbage receptacles and fuel tanks or similar storage receptacles. Plans for such screen delineating the size, design, texture, appearance, and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

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10. The Company expressly reserves to itself, its agents or assigns, any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks, or lagoons in the property. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation to the grantor Company.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or devise or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

12. No structure of a temporary character shall be placed upon any property at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the property after completion of construction. The design and color of temporary structures shall be subject to reasonable aesthetic control by the Company.

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13. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Dwelling Unit or on any Property within Pine Forest; provided, however, that the provisions of this paragraph shall not apply to Company and/or the Association for the installation of equipment necessary for a master antenna system, C.A.T.V., and mobile radio systems or other similar systems within the Properties.

14. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any lot owner or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

ARTICLE III

ADDITIONAL RESTRICTIONS TO IMPLEMENT EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within Pine Forest, the following environmental controls are hereby established:

1. In order to protect the natural beauty of the vegetation and topography of the ponds, lakes, and lagoon edges located throughout Pine Forest, written approval of the Company is hereby required for the removal, reduction, cutting down, excavation or alteration of topographic and vegetation characteristics. Written approval will be granted for the minimum amount of earth movement required in plans and specifications approved pursuant to the provisions of Paragraph 1 of Article II.

2. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Company. Approval for the removal of trees located within ten (10) feet of

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the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the property.

3. In order to implement effective insect, reptile, and woods fire control, the Company and its agents have the right to enter upon any property on which a building or structure had not been constructed and upon which no landscaping plan had been implemented, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth which in the opinion of the Company detracts from the overall beauty, setting and safety for Pine Forest. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the owner of the property. The Company and its agents may likewise enter upon such property to remove any trash which has collected. The provisions of this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any property, to provide garbage or trash removal services, or to provide water pollution control on any privately owned property. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

4. In addition, the Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over, and under any property to dispense pesticides and take other action which in the opinion of the Company is necessary or desirable to control insects and vermin, to cut fire breaks and other activities which in the opinion of the Company are necessary or desirable to control fires on any property, or any improvements thereon. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

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The rights reserved unto the Company in this Paragraph 4 and in Paragraph 3 above shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of said paragraphs.

ARTICLE IV

SPECIAL RESTRICTIONS AFFECTING GOLF

FAIRWAY RESIDENTIAL AREAS

1. "Golf Fairway Residential Areas" is defined as all those residential lots of land or blocks of land intended for subdivision located adjacent to any golf course located in the property.
2. That portion of any Golf Fairway Residential lot or block within thirty (30) feet of the lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. Any individual lot or block landscaping plans must be approved by Company before the implementation.
3. There is reserved to the Company and the Association a "Golf Course Maintenance Easement Area" on each lot adjacent to any golf course located in the property. This reserved easement shall permit the Company or the Association, at its election, to go onto any Golf Course Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line(s) bordering the golf course, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot; provided, however, that the above-described maintenance and landscaping rights shall apply to the entire lot until

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there has been filed with the Company a landscaping plan for such lot by the Owner thereof, or alternatively, a residence constructed on the lot.

4. Until such time as a residence is constructed on a lot, the Company and the Association reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Golfers or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, shall not spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on a Golf Fairway lot, "Out of bounds" markers may be placed on said lot at the expense of the Company.

5. Owners of Golf Fairway lots shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a lot when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

6. No fence, wall, screen or other similar structure shall be erected on lots with the golf fairway residential areaa unless approved in writing by the Company or its designee.

7. Notwithstanding the provisions of Section Three of this Article V, the Company hereby reserves the right to allow an owner to construct a

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dwelling over a portion of the "Golf Course Maintenance Easement Area" in those cases where it, in its uncontrolled discretion, determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course.

ARTICLE V

SPECIAL RESTRICTIONS AFFECTING ALL

WATERFRONT AND WOODLAND AREAS

1. In order to preserve the natural appearance and scenic beauty of the property and to provide a "cover" for animals which habitually move along the edges of ponds, lakes, and fresh water creeks, there is hereby established a construction and clearing restricted zone on all lots fronting on such waters. That portion of any waterfront lot located within thirty (30) feet of the high water mark shall be preserved substantially in its present natural state except for moderate clearing for view and breeze. Construction of improvements and major clearing of trees and underbrush is hereby restricted. For the purpose of this paragraph, "waterfront lot" is defined as any lot abutting on a pond, lake or freshwater creek. Notwithstanding the foregoing, the Company hereby reserves the right to exempt lots or portions of lots from said construction and clearing restrictions in those cases where it, in its uncontrolled discretion, determines that such exemption will not materially lessen the natural appearance and scenic beauty of the property.

2. No docks, decks, platforms, pilings or other similar structures shall be erected or maintained on or extended over any pond, lake, lagoon or freshwater creek.

3. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any lot

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owner, or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

4. In order to protect the natural beauty and water quality of the natural ponds, man-made lakes and lagoons, water craft will not be allowed to operate on the inland ponds, man-made lakes and lagoons.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within Pine Forest Country Club Subdivision conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the owner's Residential Unit or Units and suspension of the right to vote and the right to use the Common Area. In addition, the Board shall have the power to seek relief

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in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be provided in the By-Laws.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII

ADDITIONS, LIMITATIONS, DURATION, AND

VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them, specifically including, but not be limited to, the successors and assigns, if any, of the Company for a period of twenty-five (25) years from the execution date of this Declaration after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants, has been placed of record (the joint owners of any lot being considered as one for purposes of calculating a majority). Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owners of lots in the neighborhood or subdivision or any of them, jointly or severally, shall

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have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent a violation or a breach. In addition to the foregoing, the Company and/or Association shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent a violation or a breach. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Also, in addition to the foregoing, the Company and/or the Association, shall have the right, whenever there shall have been any violation of these restrictions, to enter upon such property where such violation exists and similarly abate or remove the same at the expense of the Owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorneys' fees as a part of such action. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Pine Forest, or to limit therein the application of these covenants, provided that no limitations shall be made applicable to a portion of the lots in a platted subdivision, with any limitations to this Declaration of Covenants to be

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applicable only as to subdivisions in which no parcels have been previously conveyed subject to this prior Declaration of Covenants.

4. The Company reserves the right to assign to the Association any of its rights reserved in these covenants, including, but not limited to, its right to approve (or disapprove) plans and specifications of proposed improvements.

5. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

IN WITNESS WHEREOF, Southeastern Country Club Group, a South Carolina General Partnership, has caused these presents to be executed by its duly authorized officers this 23rd day of October, 1990.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTHEASTERN COUNTRY
CLUB GROUP, a South Carolina
General Partnership

Anna Hable

By: [Signature]
W. C. Varn, Partner

Jerry [Signature]

By: D. Sherwood Miler III
D. Sherwood Miler, III, Partner

By: [Signature]
M. Stephen Varn, Partner

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER)

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PROBATE

PERSONALLY appeared before me the undersigned witness, who, upon oath, states that (s)he saw the within Southeastern Country Club Group, a South Carolina General Partnership, by and through its partners, sign, seal, and as its act and deed deliver the foregoing instrument, and that (s)he, with the other witness above subscribed, witnessed the execution thereof.

Anna L. Stable
Witness

SWORN to before me this 23rd day of October, 1990

James E. Chubb
Notary Public for South Carolina
My Commission Expires: 7/15/97

EXHIBIT A

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ALL those certain pieces, parcels or tracts of land, situate, lying and being in the Town of Summerville, County of Dorchester, State of South Carolina, shown and designated as Tracts A-1, A-2, A-3, and A-4, a total of 214.671 acres, on that certain plat entitled "Plat Showing Tracts A-1, A-2, A-3, and A-4, a Total of 214.671 Acres, Property of Southeastern Country Club Group, and Tracts B-1, B-2, B-3, B-4, B-5 and B-6, a Total of 163.643 Acres, Property of the Southeastern Eastern Country Club Group, About to be Conveyed to Kemper Sports South, Inc., all Tracts are Located in the Town of Summerville, Dorchester County, South Carolina", dated June 30, 1989, made by Andrew C. Gillette, S.C.R.L.S. No. 5933-B, and recorded in the RMC Office for Dorchester County in Plat Cabinet 6, slide 325. Said tracts of land having such size, shape, form, marks, courses, distances, buttings, boundings and content as will be shown by reference to the aforesaid plat.

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STATE OF SOUTH CAROLINA
 COUNTY OF DORCHESTER
 Filed for record this 28
 day of Dec. 1990
 at 10:17a. recorded
 in book 821 183