DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS, LIMITATIONS, EASEMENTS, AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO W. CARROLL, JR., SINGLE-FAMILY RESIDENCE AREAS IN PROVIDENCE HEIGHTS, A SUBDIVISION, YORK COUNTY, S.C.

ARTICLE I - RECIPIAL OF PURPOSE

1st Choice Homes of York County, Inc., Rock Hill, South Carolina, (herein called "Developer") is the holder of title in fee simple to the subdivided tracts of land described in Exhibit "A" of this Declaration, all of which are part of a subdivision known as "Providence Heights" (herein called "subdivision"), situated in York Township, York County, South Carolina. Developer desires and intends by this Declaration to create an enforceable plan of covenants and restrictions to control the development, improvement, and use of the subdivided tracts of land described in Exhibit "A", and of any contiguous and surrounding property which hereafter may be subjected to this plan of land use in accordance with the provisions of Article III.

ARTICLE II - DEFINITIONS

Certain terms when used in this Declaration shall have the following meanings unless the context clearly requires a different meaning:

2.1 The term "lot" shall mean any numbered parcel of land shown on a recorded plat of a subdivided section of land which is now or hereafter subjected to the covenants and restrictions set forth herein.
forth in this Declaration.

2.2 The term "Declaration" shall mean this instrument when it is used without other reference or identification.

2.3 The term "these covenants" shall mean all of the covenants, land use restrictions, conditions, limitations, easements, and affirmative obligations set forth in this Declaration.

2.4 The term "Providence Heights" shall mean a certain residential subdivision in York Township, York County, South Carolina, to be developed by the Developer, and initially to be composed of the subdivided tracts of land described in Exhibit "A" of this Declaration.

2.5 The term "Developer" shall mean 1st Choice Homes of York County, Inc., Rock Hill, South Carolina, as the owner and developer of Providence Heights and the declarant of these covenants and restrictions.

2.6 The term "The Providence Heights Architectural Review Committee" (herein called Architectural Review Committee) shall mean that body of individuals to whom Developer may delegate its rights to exercise prior approval over all houses, structures, and improvements erected, placed, or altered in Providence Heights.

ARTICLE III - IMPOSITION OF COVENANTS

Developer, by executing and entering this instrument of record, publishes and declares that the subdivided tracts of land which are described in Exhibit "A" shall hereafter be owned, oc-
cupied, used, conveyed, encumbered, leased, and improved in accordance with the covenants, restrictions, conditions, limitations, and affirmative obligations set forth in this Declaration, all of which shall be deemed covenants and obligations running with the land.

ARTICLE IV - GENERAL COVENANTS, RESTRICTIONS, AND EASEMENTS

4.1 All lots affected by these covenants shall be used for residential purposes exclusively. The only structures to be erected, altered, placed or permitted on any lot shall be one (1) single-family detached dwelling, not exceeding two (2) stories above ground level in height, and one (1) small accessory building, which may include a detached garage, guest room, storage room, or servant's quarters; provided, however, that accessory buildings will be permitted only if the additional building does not crowd the site, and only if the accessory building is of consistent architectural style with the main building and is not constructed prior to the main building. All construction on lots in the subdivision shall meet all applicable building codes or other statutes or other regulations governing such construction.

4.2 Notwithstanding the provisions of Paragraph 4.1, the owner of any lot affected by these covenants may use a portion of the residence erected on his lot as an office if such usage does not create or result in customer or client traffic to and from the lot. Furthermore, houses may be used as models for sales
Promotion, and such usage shall not be prohibited by Paragraph 4.1.

4.3 No house, garage, building, screen, fence, porch, swimming pool, pet pen, or structure of any kind shall be erected, or altered subsequent to being erected, upon any lot until the proposed plans and specifications, exterior color or finish, and plot plan (delineating the site location of the proposed building or structure, as well as driveways and parking areas), have been approved in writing by the Architectural Review Committee. The plans, specifications, and site location of any proposed improvements may be rejected or conditionally approved upon any reasonable grounds which the Committee in its sole discretion shall deem desirable for the orderly, harmonious, and aesthetic development and use of land in the subdivision. One copy of the proposed plans, specifications, and plot plan shall be submitted to the Architectural Review Committee for review and for retention with its permanent records. If the Architectural Review Committee fails to grant, deny, or conditionally approve proposed plans within thirty (30) days following receipt of all items required by this paragraph, the provisions of this paragraph shall be deemed to have been waived and approval shall be deemed to have been granted.

4.4 In order to assure that every building or structure will be located such that views, privacy, and ventilation will be maximized to the extent practicable for all residences, and also to assure that every building or structure will be located with proper regard to the topography of the site, preserving large trees and
implementing aesthetic and environmental objectives, the Architectural Review Committee shall have the right and full discretionary authority to designate the general site location of any building or structure erected, placed, altered, or enlarged upon any lot or parcel of land affected by these covenants. If, however, a particular site location is stipulated in writing in a contract of purchase or deed of conveyance by Developer, the Architectural Review Committee shall accept such stipulation and the site shall be deemed approved without further action.

4.5 No house will be approved for construction by the Architectural Review Committee unless it is designed to contain a minimum of 1,600 square feet of heated interior space. If the house is to be composed of two stories, the ground level or first story must contain at least 1,000 square feet of heated interior space. The term "heated interior space" shall not be interpreted to include accessory buildings, terraces, decks, and open or screened porches.

4.6 In construction of a residential dwelling, every lot owner shall provide space for automobile parking off public streets in accordance with standards established by the Architectural Review Committee, and such parking space shall be completed prior to occupancy.

4.7 The exterior of all houses, accessory buildings, and other structures must be complete within one (1) year, except where completion is impossible or would result in hardship to the lot owner.
owner or builder due to strikes, fires, severe material shortages, national emergency, or natural calamity.

4.8 No mobile home, modular home, trailer, or other home which is substantially assembled prior to location on any lot, and no structure of a temporary character, shall be placed on any lot at any time, either temporarily or permanently, except for construction trailers and sheds during the actual construction of improvements thereupon. No building may be moved onto any lot from another location without the express written consent of the Developer which consent, in its sole discretion, may be withheld.

4.9 In construction of a residential dwelling, every lot owner shall provide screened or enclosed areas in which garbage receptacles, fuel tanks and similar storage receptacles shall be installed.

4.10 No lot shall be subdivided, nor its boundary lines altered, except with the prior written consent of Developer. However, the right is reserved to Developer to replat any lot or lots owned by it and shown on plats of subdivided sections made subject to these covenants, together with the right to relocate easements, roads, streets, walkways, bridges, parks, open space areas, recreational facilities, and other amenities to conform to the revised boundaries of the replatted lot or lots. In no event shall lot boundaries be altered such that any new lot is more than fifty (50%) per cent smaller in total area than the smallest lot on the initially recorded plat of that subdivided section. The
provisions of this paragraph shall not prohibit the combination of two (2) or more contiguous lots into one (1) larger lot. After the combination of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in application of these covenants. In all other cases where lot boundaries are altered by or with permission of Developer, easements running along the original boundaries shall be deemed extinguished and replaced by similar easements running along the revised boundary lines.

4.11 No nuisance, or noxious, or offensive activity shall be conducted on any lot. Nor shall anything be done on any lot tending to cause discomfort or annoyance to the neighborhood. No plants, animals, machines, or devices of any kind whose normal activity or existence is dangerous, unsightly, unsanitary, or unpleasant shall be maintained on any lot. All animals owned by a lot owner or kept upon any lot, shall be so confined or restrained as not to go beyond the boundaries of such lot.

4.12 Every lot owner shall bear the affirmative duty of preventing his lot and residence from becoming unkempt, unsightly, or unclean, and thus detracting from the beauty and setting of the subdivision. If any lot owner shall fail in this affirmative duty, the Developer or the Architectural Review Committee shall have the right to perform such work as is necessary to correct the improper condition. The lot owner shall be obligated for the payment for the work performed, and the cost of such work shall be a charge and
lien against the lot until paid.

4.13 Developer reserves unto itself, its successors, assigns, and licensees, a perpetual and assignable easement and right of way on, over, and under every lot, extending ten (10) feet in width along the front and rear boundary lines and five (5) feet in width along each lateral boundary line of each lot, to be used for installation, operation, and maintenance of electric and telephone wires, cables, conduits, and accessory equipment, for water and sewerage pipes, mains, pumps, and related facilities, for storm drainage and drainways, for gas lines, for sidewalks, and for use or conveyance of other utilities serving the public convenience. The easements reserved hereby shall expressly include the right to cut or trim trees, bushes, or shrubbery, to grade ground surface areas, to cut ditches and trenches, and to take similar actions reasonably necessary to provide safe, economical, and attractive utility services. Developer further reserves the right to locate wells, pipes, pumping stations, collection basins, and mains within the subdivision in any open space or on any common property, or upon any private lot with the permission of the owner.

4.14 All electric and telephone service lines connecting houses with distribution and main transmission lines shall be installed underground. Distribution and main transmission lines may, however, be installed on poles above-ground.

4.15 No satellite dish, antenna, or other equipment or device for the receiving or transmission of communication or
electronic media, whether a radio, television, or other media, shall be permitted on any lot, except for one external antenna which must be attached to the main structure of the house in the form of a typical television receiving antenna and those utility lines necessary to provide utilities to the house are permitted. The Developer or the Architectural Review Committee may waive or vary the requirements of this paragraph upon such terms as may be deemed appropriate provided that the prohibited structure is so located or concealed that it will not detrimentally affect the aesthetic beauty of the subdivision.

4.16 The following activities are specifically prohibited within the subdivision:

(a) The use of firearms or fireworks;
(b) The use of trail bikes, go-carts, or other "off road" or "all terrain" vehicles;
(c) The maintenance of any trade or business activity except as set forth in Paragraph 4.2 above;
(d) The keeping or maintenance of any livestock;
(e) The keeping or maintenance of any sign, advertisement, billboard; provided, however, a "for sale" sign not exceeding 24"x36" in size may be used for the marketing of lots or residences;
(f) The maintenance or keeping of large trucks, campers, motor homes or boats which may be seen from the street.

4.17 No clearing, grading, or cutting or removing of
trees or dirt is permitted upon any lot without the written
permission of the Developer or the Architectural Review Committee.

ARTICLE V - Architectural REVIEW COMMITTEE

5.1 The Architectural Review Committee shall be composed
initially of those persons appointed by Developer. As the
development progresses, Developer, in its discretion, may enter
into an agreement or arrangement with representative lot owners,
realtors, building contractors, and other qualified and interested
persons, and may change the composition of the Committee to include
such persons. If it so chooses, Developer may delegate any part,
or all of the discretionary authority and rights of review and
approval reserved to Developer in this Declaration to the
Architectural Review Committee.

5.2 The membership of the Architectural Review Committee
shall be no less than three (3) in number. The number of members
and the term of each shall be decided by Developer. The Committee
shall elect from among its members a Chairman and a Secretary.
Minutes of meetings shall be recorded, and all material decisions
of the Committee shall be communicated to the parties affected in
writing. The Committee from time to time may adopt procedures and
regulations, consistent with these covenants, for the
administration of its business. All such regulations shall be
reduced to writing and publicized or made known to all affected
thereby. The Committee shall meet at regular intervals to be
determined by the members, but at least once every three months.

5.3 In its review and approval of proposed construction in the Subdivision, the Architectural Review Committee may require:
   (i) preliminary submission of floor plans, site plans, and elevations;
   (ii) stake-out of the house or structure on the lot;
   (iii) landscaping plans;
   (iv) final submission of working drawings, specifications, exterior materials and color selections;
   (v) construction schedule; and, any other documents or material related to construction in the Subdivision. The Architectural Review Committee shall have full discretion to approve, reject, or conditionally approve any of the foregoing on any reasonable grounds related to development or preservation of orderly, harmonious, aesthetic, and environmentally sound conditions in the Subdivision.

ARTICLE SIX - OPEN AREAS AND RECREATIONAL FACILITIES

6.1 Developer may, in Developer's sole discretion, designate or dedicate certain areas within the subdivision as "common areas", "green areas", or the like for the benefit and use of all lot owners for recreational purposes. Such areas may be designated for use as walking trails, lakes, riding trails, tennis courts, or other amenities to be constructed by Developer, in Developer's sole discretion.

6.2 If Developer constructs and maintains any such amenities, Developer reserves the right to charge a reasonable
monthly maintenance fee for the maintaining and improving of such amenities. Each person purchasing an interest in any lot in the subdivision agrees by such purchase to pay such reasonable monthly fee, and such fee shall constitute a lien upon said owner's lot until paid in full.

6.3 In the event Developer provides or constructs the amenities referred to herein, Developer may, in Developer's sole discretion, and at such time as Developer may deem it prudent, transfer, convey and assign to a homeowner's association, or similar organization, title to the amenities and any duty to maintain and control such amenities.

6.4 Developer specifically reserves the right to abandon, terminate, or cease to provide or maintain any of the amenities referred to herein, which may be established or provided by Developer in the event the owners of lots in the subdivision fail or refuse to assume the ownership and maintenance of such amenities after request to do so by Developer.

6.5 By acceptance and use of the facilities or amenities referred to in this Article, lot owners agree to indemnify and hold Developer harmless from any claim, action, damage or cause of action for any injury or damage arising out of, or on account of the use of such amenities or the provision or construction of such amenities by Developer.

ARTICLE SEVEN - GENERAL PROVISIONS

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7.1 All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding upon all persons, firms, and corporations owning any interest in the lands now or hereafter affected by this Declaration for a period of twenty-five (25) years from the date on which this Declaration is entered of record. On the twenty-fifth anniversary date of the recording of this Declaration, all covenants, restrictions, and affirmative obligations set forth in this instrument shall be automatically extended for successive periods of ten (10) years each, unless at the termination of any subsequent ten (10) year period, an amendatory Declaration is filed of record changing these covenants in whole or in part. These covenants may be amended, in whole or in part, at any time prior to a specified termination date by written Declaration setting forth the amendments, revisions, or deletions to be implemented, and signed by the owners of at least fifty-one (51%) per cent of all lots; provided, however, so long as Developer or its successors own fifty-one (51%) per cent or more of the land in acreage which is subject to these covenants, or which may be later subjected to these covenants, Developer shall be considered to own fifty-one (51%) per cent of all lots in the subdivision. Any such amendatory declaration, if duly adopted and signed by the requisite majority of lot owners, shall become effective upon the date of recording. Every purchaser of a lot affected by these covenants shall be deemed to agree thereby that the covenants and restrictions of this Declaration shall run with the land.
Declaration may be amended, extended, or terminated as provided in this Article. The provisions of this paragraph shall not apply to easements or open space areas which are reserved or dedicated in perpetuity.

7.2 The covenants, restrictions, and affirmative obligations set forth in this Declaration may be enforced by any appropriate action at law or proceeding in equity against any person violating or attempting to violate any covenants, restrictions, or affirmative obligations imposed hereby. Such action or proceeding may be brought by Developer, its successors and assigns, or by the owner of an interest in any property now or hereafter made subject to this Declaration. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and costs as determined by the Court. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed to waive or bar the right of enforcement as to such violation or as to any subsequent or different violations.

7.3 Developer reserves the right to subject other properties to this Declaration by filing of record a supplementary declaration describing any additional property to which these covenants, restrictions, easements and obligations are to be extended. In each such instance, Developer reserves the right to modify and limit these covenants, and to add further covenants to be applicable to the additional property. No representation is
made or intended that any adjoining or surrounding properties not specifically included within the subdivision as provided herein will be developed in the same manner or scheme as this Subdivision.

7.4 All rights, privileges, powers, and authority reserved in this Declaration to Developer shall be assignable and delegable and shall inure to the benefit of any successor or assign.

7.5 Should any covenant, restriction, obligation, provision, section, sentence or term contained in this Declaration be found void, illegal, invalid, or unenforceable by any Court of competent jurisdiction, such judgment shall in no way affect, lessen, or invalidate any other provision of this Declaration, all of which shall be considered severable and shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has set its hand and seal this 29th day of November, 1990.

WITNESSES:

1st Choice Homes of York County, Inc.,

By: Micah J. Smith, President

[Signature]

Attest: [Signature]

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STATE OF SOUTH CAROLINA
   )
COUNTY OF YORK
   )

PERSONALLY appeared before me David E. Simpson
and made oath that he was present and saw the within named 1st
Choice Homes of York County, Inc., by its President, Micah J.
Smith, and attested by its Secretary, Linda E. Smith, sign seal and as its act and deed, deliver the foregoing
Restrictive Covenants; and that he with
Micah J. Smith
witnessed the execution thereof.

Sworn to before me this 29th
day of November, 1990

Micah J. Smith (L.S.)
Notary Public for South Carolina

My Commission Expires: 1-1-73
EXHIBIT "A"

All that certain piece, parcel or lot of lying and being situated in York Township, York County, South Carolina, as shown and described on a plat of property of 1st Choice Homes of York County, Inc., dated July 5, 1990, prepared by Ashmark Land Surveyors, and recorded in Plat Book _____, Page _____ in the Office of the Clerk of Court for York County, South Carolina, and being more particularly described according to said plat as follows:

Lots 1 through 12 as shown on the aforementioned plat, fronting on Tirzah Road, and designated as "Phase - I".