

BK0873PG139

3168

STATE OF SOUTH CAROLINA	)	DECLARATION OF PROTECTIVE
	)	COVENANTS, CONDITIONS AND
	)	RESTRICTIONS OF MOUNT VINTAGE
COUNTY OF EDGEFIELD	)	PLANTATION, SECTION H
	)	(LONGSTREET PLACE SECTION)

THIS DECLARATION made and published this 8th day of August, 2003, by MV Development Company, LLC, hereinafter referred to as Developer and Mount Vintage Plantation Homeowners Association, Inc. hereinafter referred to as Association,

WITNESSETH:

THAT WHEREAS, the Developer is the owner of certain lands situated in the County of Edgefield, State of South Carolina, known as MOUNT VINTAGE PLANTATION, SECTION H, Lots H-1 through H-77, (also known as the Longstreet Place Section) as shown on two (2) plats thereof prepared by Newby-Proctor and Associates, Land Surveyors, under revised date of July 30th, 2003, and recorded in Judgment Rolls No. 36455 and No. 36456 records of Edgefield County, South Carolina, and incorporated herein by reference thereto, and made a part and parcel hereof, and should be referred to for a more complete and accurate description of subject property; and

WHEREAS, the Developer and those parties having previously been conveyed lots, tracts or parcels within MOUNT VINTAGE PLANTATION, have determined that it would be appropriate to establish and continue the development of MOUNT VINTAGE PLANTATION as a private residential community; and

WHEREAS, the Developer is continuing the development of said property as a residential community known as MOUNT VINTAGE PLANTATION, and hereafter referred to as MOUNT VINTAGE PLANTATION, and has deemed it desirable for the preservation of the value of said property to have an organization which shall be delegated and assigned, as hereinafter set forth, the power of maintaining and administering and enforcing the terms and conditions hereinafter set forth in this agreement, and also to perform any other functions that may be desirable to improve the enjoyment of living in MOUNT VINTAGE PLANTATION, and

WHEREAS, it is to the interest, benefit and advantage of the Developer and the Association and to each and every person who shall hereafter purchase a lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same, and certain easements, reservations, and servitudes be imposed upon said property, and the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by the Developer and the Association, and each and every subsequent owner of any of the lots of said subdivision, the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them hereinafter:

FILED 3:10 P.M.  
8-8 2003  
*Allen H. Brown* C.C.C.P.

BK 0873PG 140

**ARTICLE I**  
**RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES**

1. All of the above-described lots shall be used for residential purposes only for the erection of one single-family dwelling. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family residence. The Architectural Control Committee, hereinafter called the ACC, and as hereinafter described, recognizing that the quantity of square footage does not alone necessarily determine the design and construction quality or monetary value of residential structure, shall not be bound by minimum square footage requirement for a residence. It is the intention, rather, that the sole criteria governing the nature of such improvements to be constructed in MOUNT VINTAGE PLANTATION shall be those of good taste, high quality, both as to workmanship and materials, and harmony and suitability of such improvements to their environment and surroundings, as determined by the ACC in its sole opinion.
2. No breaks shall be made in any curb or gutter on or adjacent to the right of way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a lot, unless the apron of such driveway or walk shall be constructed of a permanent paving material, such as asphalt or exposed aggregate which is structurally and aesthetically compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created.
3. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to the County of Edgefield, except with the written consent of the Developer. However, the Developer hereby expressly reserves unto itself and its successor, assigns, the full right and privilege to re-plat and change the boundary lines or subdivide any lot or lots owned by it, provided, however, that such right and privilege shall not affect any lots already sold and provided that no such resurvey shall be less in area than the smallest lot now shown in the subdivision from which such resurveyed lot may be carved. In all cases of resubdivision of any lots, the setback line and the side and rear line restrictions and the drainage and utility easements as set forth in these covenants shall be applicable to such lots as resubdivided.
4. Zoning ordinances, restrictions and regulations of the County of Edgefield, and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of the Declarations and such ordinances, restrictions or regulations, the more restrictive provision shall apply.

**ARTICLE II**  
**ARCHITECTURAL CONTROL COMMITTEE**

1. Submission of Plans, etc.

An Architectural Control Committee, has been duly set up and appointed by the Developer, to exercise such jurisdiction and functions with respect to all lots in MOUNT VINTAGE PLANTATION as may now or hereafter by amendment be additionally bestowed upon it by terms of this agreement. Plans and specifications for all proposed improvements and landscaping upon the lots must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part, or require the modification of the same as it may, in its discretion, deem proper. No construction,

BK 0873PG 141

landscaping, or improvements of any kind may be undertaken without its prior written approval. The ACC shall have the right to refuse to approve any building plans, specifications, site plans, landscape plans or grading plans which are not suitable or desirable, in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon building plans, specifications, site plans or grading plans, the ACC shall take into consideration the suitability of the proposed building, the materials of which it is to be built, the location on the lot of the proposed building and any other improvements, the harmony of the building in its location with its surroundings, and the effect of the building as planned on the outlook from adjacent or neighboring portions of the subject property. All fences, walls, barbecue pits, detached garages, and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main building. Building plans and specifications submitted to the ACC shall consist of not less than the following: foundation plans, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications, landscape plan and site plans showing locations and orientations of buildings on the lot, with all setbacks indicated, in such detail as may be required by the ACC, in its sole discretion. Plans and specifications shall show driveways, service courts or areas, parking or any other buildings, improvements or facilities to be constructed. Neither the main residential building nor accessory buildings may be constructed on any lot without the full and active supervision of an architect or licensed building contractor.

The ACC shall approve or reject any plans, specifications, etc. within seven (7) days of the date submitted to the ACC; however, failure of the ACC to respond within such time shall not be construed as an acceptance or approval of the plans, specifications, etc. so submitted.

#### 2. Preservation of Trees and Vegetation

Since living trees, shrubs and other vegetation contribute to the aesthetic value of the lots in MOUNT VINTAGE PLANTATION, no tree more than twelve (12) inches in diameter at its base may be removed from a lot, at any time, without the prior written approval of the ACC. In order to obtain approval for the clearing of a building site or for any other purpose, the owner must stake on the tract or lot the proposed location of the planned improvements and area to be cleared and mark all trees to be removed for inspection by the ACC. The preliminary stake-out must be updated to reflect any proposed changes in the location of improvements, cleared areas, driveways or any additional trees to be removed.

Clear cutting is not allowed. The subtle beauty of a view through the trees is encouraged. All existing tree lines along any wetlands must be maintained for a distance of forty (40) feet.

#### 3. Garages and Carports

All garages shall have an automatic garage door opener installed and the garage doors be kept down or closed whenever possible.

#### 4. Completion of Construction Within One Year

The exterior of all buildings or other structures must be completed within one (1) year after the construction of the same has commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency, or natural calamity.

BK0873PG142

5. Completion of Landscaping Within Three Months of Completion of Construction

The landscape plan as originally submitted to the ACC, or a subsequent modification thereof as approved in writing by the ACC, shall be fully implemented and completed within three (3) months of the completion of the main dwelling, unless such implementation and completion is impossible or would result in great hardship to the owner due to weather conditions, planting seasons or availability of designated shrubs, trees, grasses or other vegetation.

6. Fences and Hedges

No fence, hedge, wall, shrub, bush, tree or other similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any lot if the location of such structure obstructs the vision of the motorists on any adjacent street or lane and creates a traffic hazard. The type, design and location of any and all fences, hedges, walls or similar structures must be approved in writing by the ACC.

7. Membership In the Architectural Control Committee

Membership in the ACC shall be solely by appointment of the Developer until all of the lots which are now or may hereafter be made subject to these Declarations shall have been improved by the construction of a residential building, unless said Developer shall in its sole discretion earlier assign its rights of appointment to the Association. Thereafter, right of membership appointment shall be assigned by the Developer to the Association. The ACC shall be composed of Bettis C. Rainsford, Talmadge Knight and Charles Blackston. A SIMPLE MAJORITY OF THE MEMBERS OF THE ACC SHALL BE REQUIRED TO BIND COMMITTEE.

ARTICLE III  
LAND USE RESTRICTIONS

1. No attic, shack, garage, barn or detached outbuilding shall be used for sleeping quarters except that servant or guest quarters may be provided as part of, or accessory to, a main residential building and shall conform to it in exterior design and quality. This provision shall not prohibit the conversion of a garage into sleeping quarters, which is incorporated as part of the main residential building.
2. No poultry, swine, cows, goats, horses, mules or other farm animals or fowls or bait farms shall be maintained on any lot. No more than two (2) cats, dogs or similar domestic pets may be kept on any lot.
3. No vegetable garden may be planted on any lot except in the rear or backyard of any lot. Any vegetable garden on any lot bordering Mount Vintage Plantation Golf Club must be approved by the ACC, including, but not limited to, the specific size and location of same. The ACC in its sole discretion may approve or reject any such vegetable garden or may require that such be screened from view from the Golf Course.
4. No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects may be maintained, except in areas, which conceal them from view from streets and adjacent lots of land. Plans for such areas delineating the design, size, appearance and location must be approved by the ACC prior to

BK0873PG143

their construction. Such areas of individual homes must be carefully planned to screen from view: garbage can enclosures, dog pens, utility hookups and mechanical equipment.

5. Exterior television, radio and CB antennas are not permitted in MOUNT VINTAGE PLANTATION. Satellite television reception dishes must be totally screened from view from all roads and adjacent properties. The size, design, installation and location of any satellite reception dishes must be approved by the ACC prior to their erection.
6. No parking of trucks, trailers, construction equipment, buses or commercial vehicles or mobile homes shall be permitted on the streets, lots or other portions of MOUNT VINTAGE PLANTATION except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the subject property. Motorcycles, motorbikes, boats and boat trailers not over twenty-five (25) feet in length may be kept on a lot if parked in a closed garage at all times. Camping vehicles, utility trailers, and other outboard or inboard motorboats shall only be parked, placed or stored only in specifically designated areas.
7. The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of vehicles and other mechanical devices, which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any lot. No permanent type of sports equipment such as basketball hoops shall be located on any lot where such equipment would be visible from any street or adjacent tract of land without the prior written approval of the ACC.
8. 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, nor should any such condition be permitted to exist. All lawns, yards and ground of each lot shall be maintained in a neat and orderly manner consistent with the standards and character of the development. The landscape plan as approved by the ACC shall be fully and properly maintained at all times. Any significant changes of or modifications to the original landscape plan and design shall be submitted to the ACC for prior approval and no such change or modification shall be instituted until such time as approval in writing by the ACC.
9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such shall be kept in clean and sanitary closed containers. No garbage or domestic trash shall be disposed of by burning or burying on any lot within this subdivision or adjacent property.
10. Some portions of some lots in MOUNT VINTAGE PLANTATION are or may be considered Wetlands, as that term is defined under applicable local, state or federal law or regulation. No owner of any lot in MOUNT VINTAGE PLANTATION shall construct any improvements or take other action within such wetlands, which would be prohibited under such laws or regulations.
11. Except as otherwise provided in these Declarations, no sign shall be erected or maintained on any portion of MOUNT VINTAGE PLANTATION by anyone including, but not limited to, an owner, realtor, contractor or subcontractor, except with the written permission of the ACC or except as may be required by legal proceedings. If such permission is granted, the ACC reserves the right to restrict design, color, and content of such a sign. One sign of not more than four (4) square feet used by contractor during the construction period of the main dwelling structure or accessory structure is permissible and only one (1) "For Sale" real estate sign may be erected, provided the permission of the ACC is first obtained. No signs other than those approved by the ACC shall be employed.

BK0873PG144

12. The mailbox and its stand as well as any property identification signs for each lot may not be erected unless they have received the prior written approval of the ACC. A uniform mailbox shall be used for all lots in MOUNT VINTAGE PLANTATION. The ACC shall establish the design and specifications of such mailbox, subject to the right of the ACC to modify such design and specifications in its sole discretion at any time and from time to time because of the influence or effect of topography, availability or quality of building materials, lot or overall development aesthetics, safety and other such considerations. All mailboxes and stands shall be designed, constructed and installed by the ACC. Lot owners shall be responsible for the cost of said mailboxes and stands and their installations.
13. No owner shall obstruct, alter or interfere with the flow or natural course of the waters of any river, creek, stream, lake or pond in the subject property without first obtaining the written consent of the ACC.
14. Fences shall not be permitted to extend in front of the residence on a lot and the design, style, material, location and height of any fence must be approved in writing by the ACC as set forth hereinabove prior to construction or installation thereof.
15. No junked or abandoned vehicles shall be allowed or permitted to be on any lot or common area for a period exceeding thirty (30) days. Any vehicle not bearing a current license plate issued by the South Carolina Department of Highways and Public Transportation shall be considered abandoned.
16. If any residence is damaged by casualty, the owner of said residence shall promptly reconstruct or repair it so as to restore such residence within six (6) months from initial date of damage. All such reconstruction and repair work shall be done in accordance with the plans and specifications approved by the ACC.
17. Access to Mount Vintage Plantation Golf Club from any individual lot within Mount Vintage Plantation is strictly prohibited.

**ARTICLE IV**  
**RESERVATIONS OF EASEMENTS**

1. In addition and supplemental to the easements as shown and delineated on aforesaid subdivision plats, easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer as follows: fifteen feet (15') along all side lot lines (7.5' each side), and a twenty foot (20') easement (20' on lot side) along all rear lot lines adjoining golf course, and a twenty foot (20') easement (10' each side) along rear lot lines adjoining other subdivision lots and overall areas designated as easements upon the aforesaid plat of MOUNT VINTAGE PLANTATION; provided, that in the event of re-subdivision of any of the said lots under the provisions of Paragraph 3 of Article I hereof, such side easements shall apply to the side lot lines of the lots as re-subdivided in lieu of the side lot line of the lots as shown on the original plat referred to above, unless the installation of utilities and drainage facilities shall have been substantially completed, in which even the easement originally reserved shall apply. Where an easement with larger dimensions is shown on said plat, the larger easement shall apply instead of the easement herein reserved.

BK0873PG145

2. Mount Vintage Plantation Golf Club, LLC, its successors, assigns, guests, invitees, employees, agents and members are granted a non-exclusive easement for the use of roads, streets and ways in MOUNT VINTAGE PLANTATION for purpose of Ingress and egress.

**ARTICLE V**  
**MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS OF ITS MEMBERS**

**1. Membership**

All owners of a single-family residential building lot or lots in MOUNT VINTAGE PLANTATION shall thereby become members of the Association for as long as such ownership continues. Provided, however, that no person or corporation in taking title as security for the payment of money or for the performance of any obligations shall thereby so become entitled to membership. Ownership of property as qualification for membership is defined herein as follows: ownership of any such lot under recorded deed, whether the owner is occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the lot in question. Ownership within the meaning and intention hereof shall cease upon the sale of any such lot by the owner thereof. Sale of any such lot, within the meaning hereof, shall be effective upon the recording of any deed conveying such lot to another, or upon the owner's termination of occupancy of the property accompanied by the conveyance of a bond for title or contract of sale for such lot to another.

The Developer shall be a member of the Association so long as it is an owner of one or more residential lots as shown on the aforesaid plat or lands contiguous thereto which are reserved for future development as contemplated herein.

Members of the Association shall consist of two classes. Class A members and Class B members, who respectively shall have the rights, voting privileges and duties as set forth in the bylaws of the Association and as hereinafter set forth, to-wit:

- A. Class A members are the owners of the lots in MOUNT VINTAGE PLANTATION who shall initially consist of the Developer, who shall be entitled to voting privileges, in the amount of one (1) vote for each residential lot owned by it in MOUNT VINTAGE PLANTATION.
- B. Class B members shall consist of all other owners of residential lots in MOUNT VINTAGE PLANTATION, other than the Developer. Class B members shall not have voting privileges until the Developer has conveyed all residential lots and tracts within MOUNT VINTAGE PLANTATION, including, but not limited to, additional phases, sections and developments which the Developer may decide to add to the scheme of the development as contemplated under Article VII of this Declaration of Protective Covenants, Conditions and Restrictions of MOUNT VINTAGE PLANTATION, unless and until the Developer, at its sole and exclusive discretion, elects to transfer such rights, voting privileges and duties to Class B members of the Association, at which time Class B members shall become Class A members. In the event that a Class B member shall own more than one contiguous lot upon which only one residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote and shall likewise only be subject to the imposition of dues and assessments calculated for a single lot pursuant to Article VI of these Declarations, provided said residence is partially physically located on each such contiguous lot. A corporation owning one or

BK0873PG146

more lots in MOUNT VINTAGE PLANTATION shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire any rights individually to become a member of the Association.

**2. Duties of the Association**

- A. It shall be the duty of the Association to impose and collect such dues, assessments, and other charges as it may deem necessary in accordance with Article VI hereof, and to landscape and maintain the beautification of all common areas and green spaces of MOUNT VINTAGE PLANTATION as shown on the plats thereof. In addition, the Association shall also repair and maintain all roadways, traffic circles, landscape islands, medians, side walks, street lighting and parking areas of said subdivision located as shown on subdivision development plats incorporated herein. The Association may, in its discretion, have the additional duty of requiring all lot owners to maintain their property in accordance with the standards set forth herein.
- B. Maintenance of liability insurance for the Association in such amounts as shall be determined by its Board of Directors to protect the Association against claims for which the Board of Directors determine should be covered, including, without limitation, insurance for the officers and directors in connection with their management of the Association.

**ARTICLE VI**  
**COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION**

**1. Imposition of Assessment**

Each member of the Association, as defined in Article V of these Declarations, obligates himself, or itself, and by the ownership of a residential lot in MOUNT VINTAGE PLANTATION shall be deemed to covenant and agree to pay the Association, when due, the annual or special assessment for any dues or charges established hereby or by its Board of Directors from time to time hereinafter provided. In no event shall ownership by the Developer of any residential lot in MOUNT VINTAGE PLANTATION, including any additional area or areas added in the future, pursuant to Article VII herein, be construed as imposing upon the Developer the duty or obligation of paying any dues, assessments or other charges to the Association for such lots or areas.

Each residential building lot on the aforementioned plat of MOUNT VINTAGE PLANTATION SHALL be made subject to a continuing lien to secure the payment for each annual or special assessment charge when due.

**2. Amount of the Assessment**

Such annual or special assessment or charge shall be in an amount to be fixed from year to year by the Board of Directors of the Association; provided, however, that the amount of each annual or special assessment shall be in equal amounts with respect to each lot subject to such charge or assessment under the terms of these Declarations. Such annual assessments is presently fixed at Three Hundred Forty and No/100 Dollars (\$340.00) per lot, subject to changes by majority vote at the annual meeting of the Association. Also, special assessments



BK0873PG147

may be imposed by majority vote at an annual meeting or special meeting of the Association called in accordance with its bylaws.

Each such annual assessment shall be due and payable in a single installment, in advance, on or before January 1 of each year. The initial annual payment shall be prorated at the closing of any lot or property. Special assessments imposed in accordance with these Declarations and the bylaws of the Association shall be due and payable at such time as the Association designates.

3. Use of the Assessment

The amount so paid to the Association shall be administered by the Association and may be used for the payment of expenses incurred for the following purposes:

- A. Maintenance of roadways, entrance sites, entrance ways, traffic circles, landscape islands, medians, sidewalks, parking areas, common areas, street lighting and green spaces of MOUNT VINTAGE PLANTATION;
- B. For such purposes as set forth in the bylaws of the Association as they now exist or as the same may be hereafter amended; and
- C. For such other lawful purposes as the Board of Directors of the Association shall determine.

4. Dedication of Roadways, Common Areas, Green Spaces, etc.

The Developer shall convey title to the roadways, common areas and green spaces of MOUNT VINTAGE PLANTATION to the Association at such time as it, in its sole discretion, deems proper but not later than such time as eighty percent (80%) of the residential building lots as contemplated in the overall plans of development of MOUNT VINTAGE PLANTATION, including additions as set forth in Article VII hereinbelow, shall have been conveyed by the Developer.

ARTICLE VII  
ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS

1. Additional contiguous real estate which the Developer may decide to add to the scheme of the development may be subjected to and placed within the jurisdiction of the Association, upon the written designation of the Developer at the sole option of the Developer, extending the terms of these Declarations to such other property; the same shall be effective upon the filing of same for record in the Office of the Registrar of Mesne Conveyance and Clerk of Court for Edgefield County, State of South Carolina. Such supplementary declarations or agreements may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Developer to reflect the different character, if any, of said additional real estate. In no event, however, shall such supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property shown on the aforementioned plats of MOUNT VINTAGE PLANTATION.
2. The Developer reserves unto itself and its successors and assigns, or heirs and assigns, as the case may be, the full and absolute right to extend the streets, roads, parking areas, utilities, storm drainage systems, and water and sanitary sewer systems to such additional real estate as may be added to the scheme of the development as herein set forth.

BK0873PG148

**ARTICLE VIII**  
**REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS**

In the event of a violation or breach of any of the declarations and restrictions contained herein by any owner, or agent of such owner, the owners of the lots in MOUNT VINTAGE PLANTATION, the Association, or the ACC or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach of the covenants herein contained or recover damages for such violation. In addition to the foregoing, the Developer, the Association, or the ACC have the right, whenever there shall have been built on any lot in the subdivision any structure or other condition created which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after 30 days written notice of such violation, it has not been corrected by the lot owner. Furthermore, the Developer, the Association, or the ACC have the right, whenever an owner of a lot fails or refuses to maintain the yards and grounds in compliance with the approved landscape plan in violation of these restrictions, to enter upon the property where such violation exists and perform such maintenance as is necessary to comply with the approved landscape plan, at the expense of the owner, if after 30 days written notice of such violation, it has not been corrected by the lot owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the 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. Provided, however, that no violation of any covenant or restriction shall constitute a forfeiture or reversion of title hereunder.

In the event the Developer, the Association, the ACC or the owners of any lot or lots in MOUNT VINTAGE PLANTATION shall bring an action at law or in equity as provided hereinabove, the prevailing party in any such action shall be entitled to recover attorneys' fees and costs of such action in an amount to be determined by the court of competent jurisdiction hearing same.

**ARTICLE IX**  
**COMMON EASEMENTS**

Each and every owner of a lot or lots in MOUNT VINTAGE PLANTATION is hereby granted a non-exclusive easement for the use of roads, streets and ways in MOUNT VINTAGE PLANTATION for purpose of ingress and egress, for themselves and their invitees, as the same are shown on the aforementioned plats of said subdivision.

**ARTICLE X**  
**SEVERABILITY CLAUSE**

The invalidation of any one or more paragraphs or portions of these Declarations and agreements by judgment or decree of court of competent jurisdiction shall in no way effect any of the other provisions, which shall remain in force and effect.

BK0873PG149

ARTICLE XI  
EFFECTIVE PERIOD

These Declarations and agreements shall be effective immediately upon the filing of the same for record in the Office of the Registrar of Mesne Conveyance and Clerk of Court for Edgefield County, South Carolina; shall thereupon run with the land and be binding upon all persons or parties and their heirs, successors or assigns claiming title under or through the Developer, until December 31, 2003, and shall be continued automatically and without further notice from that time for a period of ten (10) years thereafter and for successive periods of ten (10) years each without limitation, unless by a vote of a seventy-five percent (75%) majority of the then owners of the lots it is agreed to change said covenants in whole or in part. These restrictions may be amended from time to time by the owners of seventy-five percent (75%) of the lots in said subdivision.

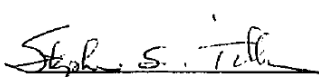
In the event any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished, in the manner herein provided.

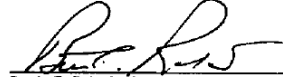
So long as the Developer shall hold title to any portion of the hereinabove described property, or to any additional real estate added to the scheme of the development herein set forth in accordance with Article VII of these Declarations, the Developer as well as its successors, assigns, or heirs, as the case may be, shall have, and are hereby granted, the exclusive right, exercisable at any time and from time to time, to amend or to grant exceptions to these Declarations and to waive, repeal or vary these Declarations in any one or more respects whenever in the sole and controlled opinion of the Developer, such waiver, repeal or variance shall not be materially detrimental to the general nature in development of MOUNT VINTAGE PLANTATION as a residential area.

BK0873PG150

IN WITNESS WHEREOF, the Developer has caused these presents to be executed by its duly authorized Member/Manager the day and year first above written.

Signed, Sealed and Delivered In the Presence of MV Development Company, LLC

  
Witness # 1

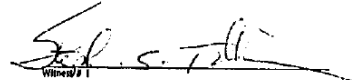
  
Bettis C. Rainsford

  
Witness # 2

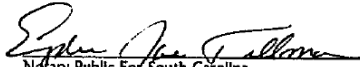
Its Member/Manager

STATE OF SOUTH CAROLINA )  
COUNTY OF EDGEFIELD ) PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named MC Development Company, LLC, by Bettis C. Rainsford, its Member/Manager, sign, seal and as Its Act and Deed, deliver the within-written Instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

  
Witness # 1

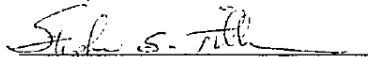
Sworn to Before Me This 8 Day of August, 2003.


  
Notary Public For South Carolina.  
My commission expires: 2/27/2005

IN WITNESS WHEREOF, the Association has caused these presents to be executed by its directors the day and year first above written.

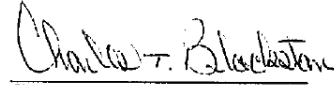
BK0873PG151

Signed, Sealed and Delivered In the presence of MOUNT VINTAGE PLANTATION HOMEOWNERS ASSOCIATION, INC.

  
Witness # 1

  
Bettis C. Rainsford  
Its: Director

  
Witness # 2

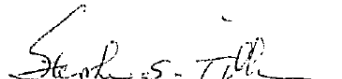
  
Charles T. Blackston  
Its: Director

  
Talmadge Knight  
Its: Director

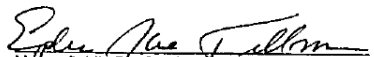
\*\*\*\*\*

STATE OF SOUTH CAROLINA            )  
  )            PROBATE  
COUNTY OF EDGEFIELD            )

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named MOUNT VINTAGE PLANTATION HOMEOWNERS ASSOCIATION, INC. by Bettis C. Rainsford, Its Director, by Charles T. Blackston, Its Director, and by Talmadge Knight, Its Director, sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

  
Witness # 1

Sworn To Before Me This 8 Day of August, 2003.

  
Notary Public for South Carolina  
My commission Expires: 3/29/2005