

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

CERTIFIED TRUE COPY
CLOCK IN TIME
CANCELLED
11:22:09 PM
David Hamilton
Clerk of Court
York County, SC

BETHELFIELDS SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by C. B. Interests, LLC, a South Carolina Limited Liability Company (hereinafter "C. B. Interests").

W I T N E S S E T H:

FILED FOR RECORD 01/17/2002
AT 12:22:20PM BOOK 04120 PAGE 00160
David Hamilton - Clerk of Court
York County Courthouse
Instrument Number: 000051409

WHEREAS, C. B. Interests is the owner of certain property in the County of York, State of South Carolina, which is more particularly described as:

BEING all of the Lots shown on map of Bethelfields Subdivision, Phase 1, Map 1, which map is recorded in Map Book C2 at Page 7; map of Bethelfields Subdivision, Phase 1, Map 2, which map is recorded in Map Book C2 at Page 8; and map of Bethelfields Subdivision, Phase 1, Map 3, which map is recorded in Map Book C2 at Page 9; all in the office of the Clerk of Court for York County, South Carolina.

NOW, THEREFORE, C. B. Interests hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, its heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Bethelfields Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners and designated as "Common Open Space" including but not limited to, entranceways, park, ponds, and greenway with trails, sidewalks, trail bridges and signage on any plat of the property described on Schedule A attached hereto and duly recorded in the office of the Clerk of Court for York County, South Carolina in accordance with the provisions of this Declaration. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Being all of the property designated as Common Open Space on the maps of Bethelfields recorded in Map Book C2 at Pages 7, 8 and 9 in the office of the Clerk of Court, York County, South Carolina.

Section 5. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to C. B. Interests, LLC and shall also mean and refer to any person, firm or corporation which shall hereinafter become vested, at any given time, with title to two (2) or more undeveloped lots for the purpose of causing residence buildings to be constructed thereon, and any such successors in title to C. B. Interests, LLC shall be a Declarant during such period of time as said party is vested with title to two (2) or more such lots so long as said lots are undeveloped, developed but un conveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION
ADDITIONS THERETO

Section 1. Existing Property The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in York County, South Carolina, and is shown on maps recorded in Map Book C2 at Pages 7, 8 and 9 in the office of the Clerk of Court for York County, South Carolina.

This property shall be herein referred to as "Existing Property".

Section 2: Additions to Existing Property. Additional property may be brought within the scheme of this Declaration and the jurisdiction of the Association in the following ways:

(a) Additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the Properties by Declarant and brought within the scheme of this Declaration and within the jurisdiction of the Association, in future stages of development, without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within ten (10) years after the date of this instrument.

(b) Additional residential property (and common area), outside of the area described in the aforementioned Schedule A may be annexed to the Properties and brought within the scheme of this Declaration and the jurisdiction of the Association with the consent of the members entitled to at least two-thirds (2/3) of the votes appurtenant to all Class A lots and at least two-thirds (2/3) of the votes appurtenant to all Class B lots, if any, as hereinafter

defined in Article III, Section 2. The Association may participate in mergers or consolidations with other non-profit corporations organized for the same or similar purposes as the Association, thereby adding to the Association, or to a surviving homes association, the properties, rights and obligations of the non-profit corporation with which it merges or consolidates. Any such merger or consolidation shall have the assent of the members as provided above in this subsection (b), and no such merger or consolidation shall revoke, change or add to any of the provisions of this Declaration except as herein provided.

(c) The additions authorized under subsections (a) and (b) shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessment for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect only the different character of the added properties and as are not inconsistent with the provisions of this Declaration.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner 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 every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational

facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate, mortgage 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, mortgage or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment 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.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and

be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total number of votes appurtenant to the Class A lots equals the total number of votes appurtenant to the Class B lots; provided, that the Class B Lots shall be reinstated with all rights, privileges and responsibilities, if after conversion of the Class B Lots to Class A Lots hereunder, additional land containing lots is annexed to the existing property pursuant to Article II, Section 2 hereof; or

(b) On December 31, 2009.

ARTICLE V

-COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, 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 established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement, and

maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-laws, the employment of attorneys to represent the Association when necessary, payment of principal and interest on funds borrowed for Association purposes, and such other needs as may arise.

Without limiting the generality of the above-described purposes, the assessments levied by the Association may be used for the acquisition, construction, improvement (including landscaping and planting) and maintenance of the following common recreational facilities located or to be located in the Common Open Space: entranceways, park, ponds, and greenway with trails, sidewalks, trail bridges, and signage. Additionally, the assessments may be used to landscape, plant and maintain any planting sign or entrance way easements reserved by Declarant on any Lots.

Section 3. Maximum Annual Assessment. For the calendar year 2002 the maximum annual assessment shall be \$200.00 per Class A lot and builder owned lots. Commencing January 1, 2003, the maximum annual assessment shall be \$350.00 per Class A lot and \$200.00 per Class B lot.

(a) From and after January 1, 2004 the maximum annual assessment may be increased each year not more than Ten Percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 2004 the maximum annual assessment may be increased above Ten Percent (10%) 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 this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the same assent of the members as provided in Section 3(b) of this Article.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 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 the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present; another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except for the provisions set out in Article V, Section 3 above, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been

paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Eight Percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10 Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

EXTERIOR MAINTENANCE

The Owner shall maintain the grounds and the improvements situated on each Lot, including but not limited to, plantings, landscaping and lawns, at all times, in a neat and attractive manner satisfactory to the Board of Directors of the Association. Upon the owner's failure to do so, the Association may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner ten (10) days' written notice

sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such lot, and replaced, and may have any portion of the lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon the Owner's failure to maintain the exterior of any structure, including the roof, in good repair and appearance, the Association may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided.

ARTICLE VII

USE RESTRICTIONS

Section 1. Each numbered lot in the subdivision shall be used solely for residential purposes. No lot shall be subdivided so as to increase the total number of lots shown on said recorded plat. All houses constructed upon each numbered lot shall be used exclusively for single family residential dwellings ("Permitted Dwelling"), contain a minimum of 1,200 square feet not to exceed two and one-half (2-1/2) stories in height (excluding basements). Each lot must have at least a one-car garage; provided, however, the garage may not be larger than a three-car garage.

Section 2. No trailer, tent, shack, garage, barn or other outbuildings erected upon any lot shall at any time be used as a residence; either temporarily or permanently. No structure of a temporary nature shall be used as a residence. Any conversion of a carport or garage to finished space for use other than the storage of vehicles must be approved by the Architectural Committee, except that Declarant may temporarily convert carports or garages to finished space for use as a sales or business office for so long as such Declarant owns any lot primarily for resale.

Section 3. Other than temporary construction and sales offices for builders with ongoing sales within the subdivision, no house trailer shall be placed on any lot either temporarily or permanently. Any camping trailer, boat and/or similar equipment, used for the personal enjoyment of a resident of a lot, shall at all times be parked behind the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses, storage sheds or playhouses shall be erected on any lot, unless previously approved in writing by the Architectural Committee. Any structures, equipment or other items on the exterior of any building or structure which have become rusty, dilapidated or otherwise fallen into disrepair shall be repaired or removed by and at the sole expense of the owner of the lot on which they are situated.

Section 4. No noxious or offensive activity or things (including any animals, devices or other things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may unreasonably interfere with or diminish the enjoyment of the property subject hereto) shall be carried on anywhere on the property subject to these covenants, nuisance or menace to the neighborhood. No part of any of the property shall be used for any business or commercial purpose. However, a home office incidental to a business is permissible as long as it is not commercial in nature.

Section 5. No animals shall be kept, maintained or quartered on any lots for breeding purposes; housebound pets may be kept in reasonable numbers as pets only for the pleasure of the occupants, provided that any such pets which are off the owner's lot must be kept on a leash at all times.

Section 6. The total area of all driveways shall be paved or finished by plant mix concrete, asphalt or such other materials as may be approved in writing by the Architectural Committee.

Section 7. Nothing herein contained shall be construed to prevent a builder from maintaining temporary sales offices, construction offices and storage facilities on any lot or on any land which is still owned by Declarant or on a lot owned by a builder with ongoing sales while the subdivision is in the process of being developed and/or while houses are under construction

within the development or such builder is selling houses within the development.

Section 8. Garbage, trash cans and wood piles must be so nested that they will not be visible from the street.

Section 9. Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected and traffic hazards will not be created. Further, all owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property. In the event any owner shall fail to maintain his or her lot to the standards set forth herein, then Declarant shall have the right to enter upon such lot and perform, or cause to be performed, any work required to remedy the situation. All costs so incurred shall be immediately reimbursed by the lot owner(s) to Declarant. In the event such reimbursement does not occur within a reasonable time following demand from Declarant, the outstanding sum shall be deemed to be an assessment against the property. Vegetable and ornamental gardens, sandboxes or other children's play equipment shall be located only in the rear yard of any lot.

Section 10. No window air conditioning units shall be installed in any building except for sales office or construction office unless approved by the Architectural Committee.

Section 11. Excluding improvements by an approved builder, no wall, fence, or structure of any kind shall be erected without prior written consent of the Architectural Committee nor shall any wall, fence or hedge be erected closer to the front street line of any numbered lot than the rear wall of any structure unless written permission to do otherwise shall have been obtained from the Architectural Committee. No fence shall be constructed of chain link wire.

Section 12. Provisions must be made by the property owners for off-street parking of their own cars and those belonging to guests, invitees and employees, as the parking of such cars on street rights of way for periods exceeding two (2) continuous days shall not be permitted.

Section 13. No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any lot or on any common area.

Section 14. No fireworks of any kind shall be stored or used on any lot or in the common area or on any portion of the property or any public or private road or street in the subdivision.

Section 15. Each lot upon which a residence has been constructed shall have a mailbox of a type and size specified by Declarant, his decorator, or the Architectural Committee. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed.

Section 16. The area in the road right of way in front of the lot must be maintained by lot owner as well as the entire lot.

Section 17. All houses, excluding sales office(s), must have garage doors into any garage and garage doors must be closed except when in use.

Section 18. Each lot owner is responsible for repairing damage to the sidewalks, right of way, paving and curb caused during construction of improvements.

Section 19. No signs, other than standard "for sale" or "for rent" signs shall be used upon any lot or throughout the subdivision, provided that signs used by builder may be used to advertise the property during the construction and sales period.

Section 20. No exterior lights mounted on telephone poles or similar stands or lights operated by photocells (or similar devices) will be permitted. The only permitted exterior lighting will be by standard exterior lamp posts or by spotlights mounted on the residence structure, along with street lighting by governmental agencies.

Section 21. No lot owner will engage in any activity which will result in the deposit or accumulation of trash, refuse, debris or other objectionable matter.

Section 22. Any damages to street curbs or gutter shall be promptly repaired by the owner.

Section 23. In the event of the unintentional violation of any of the building line restrictions set forth herein, Declarant, or its designated assigns, reserve the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restriction set forth in the instrument; provided, however, that such change shall not be in violation of any provisions of the zoning provisions of the applicable governmental authority.

Section 24. No radio or television transmission or reception tower antennas or discs shall be erected on a lot unless approved by the Board or Architectural Committee pursuant to Article VIII hereof. Discs not exceeding thirty-six inches in diameter are permitted upon approval by the Board or Architectural Committee as to location, provided that said disk shall not be visible from the street and/or screened from the street.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding, satellite dish or television antenna or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot, or combination of contiguous lots, until the complete construction plans, plot plan, plan sheets from sale, and specifications showing, among other details, the external appearance and the proposed location of the building, fence, wall, outbuilding or other accessory features on the lot have been approved in writing by C. B. Interests or its designated agent, which shall have thirty (30) days after receipt of such plans and specifications for proposed construction to accept or reject the same in whole or in part; if neither acceptance nor rejection has been made in writing by C. B. Interests, the plans and specifications shall be deemed to be approved as submitted automatically. After C. B. Interests or its designated agent, grants permission for construction, the actual construction plans, plot plan and specifications, together with the requirements of these covenants, shall be the responsibility of the owner and/or builder. Any permission granted by C. B. Interests or its designated agent, for

construction under this covenant shall not constitute or be construed as an approval by C. B. Interests of the structural stability, design, or quality of a building. At such time as C. B. Interests no longer owns any of the property described in Schedule A attached hereto, or sooner in the discretion of C. B. Interests the right of approval set forth in this Paragraph shall be transferred to the Association's Board of Directors.

ARTICLE IX

EASEMENTS

Easements for installation and maintenance of driveway, walkway, parking area, water line, gas line, cable television, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Further, easements ten feet in width for such purposes are reserved over, under, and through and along the rear lot lines of all lots shown on recorded plats, and easements five feet in width for such purposes are reserved over, under and through and along all side lot lines of all lots shown on recorded plats, as well as temporary easements five feet in width along the front lot lines for construction, maintenance and repair purposes. In the event it is determined that other and further easements are required over any lot or lots in locations not shown on the recorded plat and not along rear or side lot lines, such easements may be established by the Declarant, except that if any such easements are reserved or established after the conveyance of a lot or lots to be affected thereby, the written assent of the Owner or Owners of such lot or lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required. The Association may reserve and grant easements for the installation and maintenance of sewerage, utility, including CATV, and drainage facilities over, under and through the Common Areas as provided in Article III, Section 1(c). Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or 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 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; provided, however, any amendment necessary to become or remain in compliance with FHA/VA requirements shall be at the discretion of the Declarant and shall be exempted from the approval percentages denoted above. Any amendment must be recorded.

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA insured mortgage loans, then as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, deeding of Common Area to persons other than the Homeowners Association; and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 15th day of January, 2002.

C. B. INTERESTS, LLC

By: Vernon R. Parrish, Jr.
Vernon R. Parrish, Jr.,
Manager

WITNESS:

John C. MacNeill, Jr.
Anne Sutton

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

PERSONALLY appeared before me John C. MacNeill, Jr., who, in oath, says that he saw the within-named C. B. Interests, LLC, by Vernon R. Parrish, Jr., its Manager, sign the within Declaration of Covenants, Conditions and Restrictions, and as the act and deed, deliver the same, and that he with Anne Sutton witnessed the execution thereof.

John C. MacNeill, Jr.
(Witness)

SWORN to before me this 15th day of January, 2001 ~~2002~~

Anne Sutton (L.S.)
Notary Public for North Carolina

My Commission Expires: 9-29-03

MORTGAGE PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land lying, being and situate on the eastern side of S. C. Highway 274 (Wateree Road) in Bethel Township, York County, South Carolina and being more particularly described as follows: BEGINNING at a point on the eastern side of S. C. Highway 274 (Wateree Road), joint corner of within property and property now or formerly of Elsie B. Currence and running thence with the eastern edge of said Highway N 02 39 41 E for a length of 152.87 feet (R=3395.67) to a point; thence running N 49 35 29 E for a length of 84.16 feet (R=50.00) to a point; thence running N 82 11 20 E 5.47 feet to a point; thence running N 61 08 07 E for a length of 165.35 feet (R=225.00) to a point; thence running N 40 04 55 E 114.49 feet to a point; thence running N 43 47 44 E for a length of 19.45 feet (R=150.00) to a point; thence running N 05 08 27 W 205.64 feet to a point; thence running N 84 23 09 E 14.77 feet to a point; thence running N 84 51 33 E 349.75 feet to a point; thence running N 85 02 32 E 315.37 feet to a point; thence running N 84 54 58 E 159.95 feet to a point; thence running N 81 42 41 E 222.31 feet to a point; thence running S 02 12 18 W 521.88 feet to a point; thence running N 88 45 10 E 801.41 feet to a point; thence running N 88 27 14 E 1560.14 feet to a point; thence running S 07 30 48 W for a total distance of 2198.31 feet to a point; thence running S 73 57 13 W 451.26 feet to a point; thence running S 65 06 50 W 1057.38 feet to a point; thence running N 12 02 26 W 165.95 feet to a point; thence running N 07 23 19 E 396.00 feet to a point; thence running N 05 53 19 E for a total distance of 791.24 feet to a point; thence running S 88 45 10 W 540.77 feet to a point; thence running S 67 53 03 W for a length of 224.27 feet (R=275.00) to a point; thence running N 44 31 16 W 252.77 feet to a point; thence running N 39 26 50 W for a length of 48.71 feet (R=275.00) to a point; thence running S 82 12 55 W 1139.79 feet to a point on the eastern edge of S. C. Highway 274 (Wateree Road), the point of beginning. Containing 81.882 acres, more or less.

DERIVATION: The aforescribed property is the identical property conveyed to the Mortgagor herein by Deed recorded contemporaneously herewith this 13 day of ~~June~~, 2000.
July

PROPERTY DESCRIPTION

ALSO All that certain piece, parcel or tract of land lying, being and situate on the eastern side of S. C. Highway 274 (Waterree Road) in Bethel Township, York County, South Carolina and being more particularly described as follows: BEGINNING at a nail set in centerline of intersection of S. C. Highway 274 (Waterree Road) and Haney Road and running thence with the centerline of S. C. Highway 274 N 15 15 12 W 1430.86 feet to a point; thence running N 78 21 51 W for a total of 1566.32 feet to a point; thence running N 04 20 34 E 226.88 feet to a point; thence running S 65 06 50 E 1057.38 feet to a point; thence running S 52 43 02 W for a total of 648.88 feet to a point; thence running S 45 40 40 W for a total of 1181.67 feet to a point; thence running S 18 45 17 W for a total of 290.69 feet to a point; thence running N 88 37 28 W for a total of 679.13 feet to a nail set in centerline of intersection of S. C. Highway 274 and Haney Road, the point of beginning. Containing 58.012 acres, more or less.

THERE IS EXCEPTED from the property described in this Exhibit "A" those certain lots shown on maps recorded respectively in Map Book C2 at Pages 7, 8 and 9 in the office of the Clerk of Court for York County, South Carolina.