

May 8 4 06 PM '95

JOANNE B. TRIBBLE
RMC

STATE OF SOUTH CAROLINA)
LEXINGTON COUNTY)
COUNTY OF LEXINGTON)
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
ROCKFORD PLACE SUBDIVISION PINE RIDGE
TOWNSHIP, WEST COLUMBIA, SOUTH CAROLINA

This Declaration made on the date hereinafter set forth by Lester C. Lucas Construction Company, Inc., Lester C. Lucas and Sadie F. Lucas, hereinafter referred to as "Developer". The term "Grantee" hereinafter shall refer to the person or persons to whom a deed is titled and delivered. For remainder of this document, Developer may also mean Architectural Review Board and or Nominee.

WHEREAS, Developer, in order to maintain the value and integrity of said lands, desires to subject said lands to the covenants, restrictions, conditions, and easements hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every owner of any and all parts thereof:

Be it understood by all who desire to and would reside in Rockford Place Subdivision: Charwood Country Club, Inc. operating as a golf course adjacent to said subdivision, is a separate entity having no connection with Rockford Place Subdivision. Therefore, know that purchase of property and residence in Rockford Place Subdivision gives residents no right of access to any golf course property. This includes all lakes and ponds when they may abut residential property. Residents may not access any lake or pond to fish, collect golf balls or for any other purpose unless their property abuts on the lake. Further, residents may not use any area of the golf course for recreation or exercise such as walking or cycling.

NOW, THEREFORE, Developer for itself, it's successors and assigns, hereby imposes that covenants, conditions, restrictions and easements hereinafter described, which easements shall be perpetual in duration unless otherwise provided, on the above described lands owned by the Developer, and which shall run with the title to said lands and shall be binding upon and insure to the benefit of all parties having any right, title or interest in said lands or any part thereof, their heirs, personal representatives, successors and assigns, and shall insure to the benefit of each owner thereof.

NOW, THEREFORE, acceptance of a deed to any lot constitutes agreement to the provisions of this article by Grantee, Grantee's successors or assigns.

(a) The Developer or nominee shall be responsible for enforcement of these covenants until such time that seventy-five (75%) percent, or twenty-five (25) lots in Phase I of the subdivision are sold. At that time, the Developer will advise at least a simple majority, fifty-one (51%) percent of property owners in the formation and organization, of a Homeowners Association.

Upon official registration of the association with the appropriate agency, the association will be responsible for enforcement of these covenants from that time and forever.

(b) All lot owners will, at the time a deed is delivered, pay to the Developer a one-time membership initiation fee in the amount of seventy-five (\$75.00) dollars. Additionally, all property owners will pay an annual membership fee of seventy-five (\$75.00) dollars to the Developer until official recognition of the Homeowner's Association and thereafter will pay same to such association. The annual fee is to be prorated as follows: Six dollars and twenty-five cents (\$6.25) per month starting with the first full month after delivery of deed to property and being due at delivery of such deed. Annual dues for the first full year are due and payable not later than January 15th of that year.

(c) All fees collected under this provision will be receipted and accounted for using accepted accounting practices and will be held in reserve for the express purpose of supporting the maintenance and beautification of all common areas within the subdivision and for any other purposes deemed appropriate by the association. Upon recognition of association and official appointment of association officers, the Developer will turn over all funds collected under this provision and accounting records supporting all collections and expenditures (if any) to the appropriate association official.

(d) All funds collected under the initiation fee provision by the Developer, after recognition of the association and after appointment of association officials, will be turned over by the Developer to the appropriate association official within ten (10) calendar days after such collection. Appropriate records shall accompany such funds.

1. Architectural Review Board

No building, fence, basketball goal, doghouse, gazebo or any other structure of any kind shall be begun, erected or placed on said lot until the building plans, specifications, design and plot plan showing the location of such building, fence, basketball goal, doghouse, gazebo or structure on the lot in question have first been approved by developer or developer's nominee or some other person or persons designated by the developer in writing see item (25) as to conformity in size, type and quality, and as to harmony of design with the proposed or existing structures in the general area, and as to location of the building, fence, basketball goal, doghouse, gazebo or structure with respect to topography and ground elevation; also, all plans and budget for landscaping said lot are to be approved in writing by developer, or his nominee, as aforesaid. The approval or disapproval as required in these covenants shall be in writing. In the event the developer, or his nominee shall fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to the developer, or in any event, if no suit to enjoin the construction

has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

2. Two and one-half story limit.

Without the prior approval of the developer, the height of a living unit on a lot shall not be more than two and one-half (2 1/2) stories above the normal surface of the ground.

3. SCE&G "Good Cents Home".

All residences are to be built in such a manner as to conform to the specifications of SCE&G "Good Cents Home".

4. Minimum Set-Back.

No building, other structure or any improvement shall be located on said lot within six (6') feet of the sidelines or eighteen (18') feet combined, within thirty (30') feet of the front line, thirty-five (35') feet on 'pie' lots and within twenty-five (25') feet of the rear line.

5. Timeliness of Construction.

Construction of the house shall take no longer than twelve (12) months. The time period shall start when the foundation or basement is dug and end when the later of these two occurs: Exterior of the house is complete or the landscaping of the lot. Construction shall start within two (2) years of closing on said lot.

6. Construction Trash.

At all times during construction there shall be located on the lot trash cans and other suitable containers and areas for disposing of debris. THE OWNER MUST SEE THAT HIS GENERAL CONTRACTOR AND SUBCONTRACTORS KEEP THE CONSTRUCTION SITE CLEAN AT ALL TIMES.

7. Maintenance.

Maintenance and general upkeep of the lot and improvements is required. If the appearance of the lot and improvements begins to lower the quality and harmony of the subdivision, the Developer or his Nominee will notify lot owner in writing and give lot owner fifteen (15) days to rectify any problems and if lot owner fails to act within fifteen (15) days, the Developer or his Nominee has the right to subcontract maintenance and general upkeep for the lot owner. The lot owner will bear these expenses. The said lot must also be maintained at the same level or better than it was at the purchase date until construction begins.

8. Waiver of Liability.

By the acceptance of a deed to any of the residential lots, the property owner understands and agrees that the residential lot is located in close proximity to property owned by Charwood Country Club, Inc. which will be utilized by said corporation as a golf course and club. The property owner agrees to waive any rights he or she may have against Developer or Charwood Country Club, Inc. for personal injury or property damage resulting from the normal operation of the golf course and club, this also includes all lakes and ponds on said property.

9. Definitions.

"Lot" shall mean and refer to any plot of land, other than road areas, shown on a recorded subdivision plat or individually platted lot of the property, and upon which a dwelling has been or may be constructed.

10. Use of Lot.

(a) All lots sold by the developer are for single family residential purposes only, provided, however, a house may contain an apartment for a member of the immediate family of the owner-occupant of said house or a garage apartment located on the lot may be occupied by a member of the immediate family of the owner-occupant. No structure other than a single family residence, garage, patio wall, or in-ground swimming pool may be erected, placed or maintained on any such lot. No detached buildings of any type are permitted unless specifically addressed herein or approved by developer or nominee. No lot shall be subdivided.

(b) Detached garages are permitted but must have the approval of the Architect Review Board and must meet setback requirements, whether built at time of, or subsequent to construction of residence. Garage floor area may not be used for living quarters.

11. Dwelling Quality and Size.

(a) No dwelling shall be erected on any lot having less than 1,700 square feet of heated area. All two-story dwellings must have a minimum of 1,300 square feet on the ground level. The square footage of an enclosed garage may be included in the 1,300 square foot requirement. All homes with garages must have side entrances unless lot or building design dictate otherwise. All garages opening on front of the dwelling must have automatic door opener and closure and must be kept closed except for specific use as when entering and exiting.

(b) All driveways shall be constructed of concrete unless otherwise approved by the developer.

(c) No storage tanks or similar facilities of whatever type or for whatever purpose, may be installed above ground.

(d) Small structures such as doghouses, child's playhouse, poolhouse or greenhouse may be placed on a lot only with the approval of the developer. No such structure shall be erected on the lot prior to construction of the residence dwelling. No above ground pools are permitted except small inflatable or similar kiddie pools.

12. Miscellaneous.

(a) All residences must have the same type and color mailbox which must be mounted on the same type post. This will be contracted out to an independent contractor selected by developer. Trash cans must be of the same size and color and must have closable lids. Specifications will be provided initially by the developer. All trash or rubbish must be kept in like containers and such containers must be stored out of view. Except when trash is being picked up and then must be returned to storage area at the end of the day.

(b) Fences of any type are not permitted for purposes of bordering off a lot. Decorative fencing not to exceed eight (8) inches in height may be used to border flower beds or gardens. Fencing may be used to pen pets but such fencing must abut the dwelling structure and may not extend past twenty (20) feet from rear of home. All such fencing must be in good taste and must be maintained in good repair. Fencing for swimming pools must be preapproved by the Architectural Review Board as to size and location.

(c) Satellite dishes up to approximately seven (7) feet may be erected on the ground. Small dish antennas (22") may be installed on the roof but must be installed on the rear of the roof so as not to be visible from the street. All satellites must be approved by developer. No ham radio or other antennas for whatever purpose may be installed.

(d) Recreation facilities such as swings, sliding boards, etc., are permitted but must be located behind the residence. Basketball goals may not be mounted anywhere on the residence or garage structure but must be mounted on a pole designed for this specific purpose. All such facilities must be in good taste, must be maintained in good repair and must not be mounted within front rear of residence.

(e) Signs only of a temporary nature may be placed on a lot after completion of residence structure. Signs must be neat in appearance and may not exceed six (6) square feet in area. Signs may be used to advertise a residence for sale or rent, or a garage sale. No other signs are permitted on a lot. Signs may be placed on the front and/or rear of a lot. All signs must be removed

promptly after serving the purpose for which they were intended. No signs may be placed on streets, easements, or other common areas without written permission of the developer.

(f) Special Note: Residents are encouraged to allow golfers to retrieve errant golf balls from their property and return them to the golf course property prior to hitting them. The developer will provide signs as appropriate to inform golfers not to hit golf balls from private residential property.

13. Lawns and Landscaping.

All improved lots shall be FULLY planted with grass or other suitable ground cover approved by the Developer or Nominee, including the area between the front lot line and the paved portion of any right-of-way upon which said lot abuts, except for necessary driveways and parking areas, prior to owner occupying driveways and parking areas, prior to owner occupying residence. No stone, gravel or concrete shall be used as a lawn, except in an incidental decorative manner. Each owner shall be responsible for and shall maintain all landscaping, parking areas, structures and grounds located on each lot in good condition and repair and in a neat and attractive manner. Front yards shall be sodded and landscaped prior to residence being occupied; side and rear yard must be grassed and landscaped within one (1) year of same date.

14. Lake Maintenance.

No swimming, motorized boating or commercial use of any kind shall be permitted on any lake or pond within the subdivision. No lot owner shall construct any bulkheads, docks, piers, or other similar facilities into said lake or pond and no lot owner shall have any right to pump or otherwise remove any water from said lake or pond for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in said lake or pond. Fishing is not permitted in any lake or pond.

15. Clotheslines.

No clothes shall be hung outside for drying.

16. Noxious or offensive activity.

No noxious or offensive activity shall be carried on upon said lot. Residents shall not use powered two, three and four wheeled vehicles in a manner which will disturb other residents. Same vehicles may not be driven on side walks.

17. Parking.

(a) Residents must include in their house plans sufficient paved parking on their lots to accommodate all authorized vehicles. No street parking is permitted except where driveway space will not accommodate temporary guests' vehicles. No parking on lawns is permitted.

(b) Only cars intended for and currently in use as passenger vehicles and trucks no larger than the standard pickup truck will be allowed on residential property. Boats or other vehicles may be kept on lots so long as they are kept in completely enclosed garages with the door closed. All other vehicles of any type, i.e., motor homes, campers, and trailers of any type or size, must be parked outside subdivision property.

18. Pets.

Pets are permitted so long as they are not noise, odor, or other nuisance to neighbors or persons playing golf on the adjacent golf course. Residents are not permitted to walk pets on any golf course property at any time. Dogs kept outside must be penned or leashed no further than twenty (20') feet from the back of main dwelling and must be leashed while walking. No running leashes or cables may be used. Not more than two (2) dogs and/or cats, and two (2) birds or two (2) rabbits shall be kept on a single family building lot for the pleasure and use of the occupants thereof, but not for any commercial or breeding use or purpose. If, in the opinion of the developer or nominee, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they shall not thereafter be kept on the lot. No livestock or poultry of any kind shall be raised, bred or kept on any lot. Pet owners are responsible for removing animal waste from the golf course and other owner's property.

19. No firearms, pellet guns, sling shots or BB guns may be fired or used on any lot, street, or easement in the subdivision. The same rules apply to any property on the adjacent Charwood Country Club.

20. Developer or nominee may proceed to enjoin or to take other legal steps against Grantee's successors and assigns, to prevent the violation or attempted violation of any provisions of this deed. Developer's nominee is entitled to collect reasonable attorney's fees and all other expenses incurred by the nominee in any legal action. Developer is under no obligation to institute any such proceedings, although Developer reserves the right to do so.

21. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for

successive periods of ten (10) years each unless an instrument is signed by the majority of the lot owners agreeing to change said covenants in whole or part.

22. Nothing in these covenants or restrictions shall be construed as requiring Developer to bear any expenses as to any activity or installation conducted, required or imposed with respect to any land acquired from Developer. Developer is expressly under no obligation to provide or install any utilities within any part of the subdivision other than water, sewer, electricity, and telephone access.

23. Developer or nominee reserves the right to change the restrictions contained in Paragraph Four (4) above, for the unintentional violation of same, but such change shall not exceed twenty (20%) percent of such building line restrictions.


24. These covenants and restrictions may be revised, revoked, substituted, amended, modified or otherwise altered by the Developer or nominee and the Grantee, Grantee's successors and assigns.

25. Developer hereby names David L. Lucas as Developer's nominee. If for any reason he/she is unable or unwilling to serve, the following are named as substitutes in the order named: Lester C. Lucas

Developer further names Lester C. Lucas to constitute the Architect Review Board. Developer further reserves the right to revoke these designations and to name some other person or persons in writing.

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

In Witness whereof, Lester C. Lucas, Sadie F. Lucas and Lester C. Lucas Construction Company, Inc., have executed this Declaration of Covenants this 5th day of May, 1995.

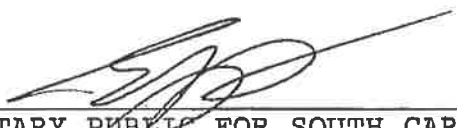
Sylvia H. Broughton


Lester C. Lucas Sr.
Lester C. Lucas
Sadie F. Lucas
Sadie F. Lucas

Lester C. Lucas Sr.
Lester C. Lucas Construction
Company, Inc.
BY: DW

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

Before me personally appeared Sylvia D. Broughton
and made oath that s/he saw the within named Lester C. Lucas, Sadie
F. Lucas and Lester C. Lucas Construction Company, Inc. BY:
Lester C. Lucas, Sr., Danna sign, seal, and as his act and deed,
deliver the within written Declaration of Covenants; and that s/he
with E. Danny Scott witnessed the execution thereof.



NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 2/2/2004

Sylvia D. Broughton

Sate of South Carolina
County of Lexington

Amendment to the Declaration of Covenants, Conditions,
Restrictions, and Easements for Rockford Place Subdivision
Pine Ridge Township, West Columbia, South Carolina

WHEREAS, The Developer/Declarant, Lester C. Lucas Construction Company, Inc., made and executed certain Covenants, Conditions, Restrictions, and Easements for Rockford Place Subdivision which were recorded in Lexington County Register of Deeds at Book 3347 at Page 114.

WHEREAS, paragraph number twenty-four (24), establishes the Declarant/Developer or the Developer/Declarant's nominee is authorized to revise, revoke, substitute, amend or modify the covenants and restrictions.

WHEREAS, Developer/Declarant desires to finalize the transition from the developer controlled home owner's association to a home owner controlled home owner's association, and in doing so must hire a home owner's association management firm to establish the actual association entity, establish the budget, and complete other duties involved in the transfer.

WHEREAS, while drafting the current covenants, Developer/Declarant errantly excluded its ability to establish and employ a home owner's association management firm to effectuate the transfer, as stated above.

NOW THEREFORE, the Developer/Declarant hereby amends the above referenced covenants and restrictions as follows:

Insert the following paragraph:

Paragraph 27. PAID PROFESSIONAL MANAGER. The Developer or the Board of Directors, When Empowered, may contract to employ a manager or managerial firm to establish the formal home owner's association, effectuate the transfer from the developer to the home owners, establish the initial budget, supervise all work, labor, services, and material required in the operation and maintenance of the Common Area and in the discharge of the Association's duties throughout the Community, as set out in the budget and covenants.

(Signature page to follow)


In witness whereof, David L. Lucas, as Developer's Nominee, has executed this Amendment to the Declarations and Covenants this 1st day of August, 2013.

Declarant/Developer:
Lester C. Lucas Construction Company, Inc.



By: David L. Lucas, *Developer's Nominee*

Witness:


Rhonda Cyeto

Witness:



John B Hilton III

Witness:



Vivian Pate

I, Stephanie Bannister, a Notary Public for the state of South Carolina, do hereby certify that Lester C. Lucas Construction Company, Inc., by It's Authorized Nominee and Signatory, David L. Lucas, personally appeared before me this day and acknowledged the due execution of the foregoing instrument and that John Hilton personally witnessed the due execution thereof.

Witness my hand and official seal this 1st day of August, 2013.




Notary Public for SC

My Commission Expires 9/4/23