



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

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This declaration, made on the date here and after set forth by Sunbelt Properties, Inc., a South Carolina Corporation, hereinafter referred to as "Declarant".

REGISTER OF  
DEEDS  
RUBY H. DITMER

WITNESSETH:

WHEREAS, Declarant is the owner of certain property near The Enclave, in the City of Columbia, County of Richland, State of South Carolina, as shown on a Final Plat prepared for Belleclave Subdivision, Phase 1-A, by Cox and Dinkins, Inc., dated September 30, 1996 recorded in the Office of the RMC for Richland County in Plat Book 56, page 7579 and on a Final Plat prepared for Belleclave Subdivision, Phase 1-B, by Cox and Dinkins, Inc., dated January 24, 1997 and recorded in the Office of the RMC for Richland County in Plat Book 56, page 7761.

SEE EXHIBIT "A"

NOW, THEREFORE, Declarant hereby declares that all of the properties described above and any other property added hereafter by Declarant shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purposes of providing common area maintenance and protecting the value and desirability of the real property as a planned development 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, their heirs, successors and assigns, and shall inure solely to the benefit of Declarant.

ARTICLE I

Definitions

Section 1. "Architectural Review Board" shall mean and refer to that Board formed and operated in the manner described hereof and in the Architectural Review Board Guidelines.

Section 2. "Assessments" shall have the meaning specified in Article III.

Section 3. "Association" shall mean the Belleclave Community Association, a South Carolina non-profit corporation, its successors and assigns.

Section 4. "By-Laws of the Association" or "By-Laws" shall mean and refer to the By-Laws of Belleclave Community Association.

Section 5. "Common Area" shall mean all real property and improvements thereon owned or leased by the Association or designated by the Declarant for the common use and enjoyment of the Owners. "Limited Common Areas" shall mean common area restricted to the

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use of a limited number of owners. "Common Property" shall be any property, real, personal or mixed which is owned or leased by the Association for the common use or enjoyment of the Owners.

Section 6. "Declarant" shall mean Sunbelt Properties, Inc., its successors and assigns.

Section 7. "Easement Area" shall mean that property or portion of properties described within an easement or a "Reservation of Easement" filed or to be filed for record by the Declarant; and from time to time by recorded instrument limited to or specifically reserved for the easement purposes set forth in such instruments; generally described in Article VIII, Section 1(7) hereof; and shall refer to those areas on each Lot or property with respect to which easements are shown on any recorded deed or on any filed or recorded map or plat relating thereto.

Section 8. "Intended for Use" shall mean the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Declarant has conveyed the Property or is restricted by notes or references on recorded plats of the Property or amendments to this Declaration.

Section 9. "Lot" shall mean any numbered plot of land comprising a single dwelling site and designated on any plat or survey recorded in the Office of the Register of Mesne Conveyances for Richland County, South Carolina, now or hereafter made subject to this Declaration.

Section 10. "Master Plan" or "Sketch Plan" shall mean and refer to the drawing which represents the conceptual land plan for the future development of Belleclave. Since the concept of the future development of the undeveloped portions of Belleclave and the Common Area is subject to continuing revision and change at the discretion of the Declarant present and future references to the "Master Plan" shall be references to the latest revision thereof. In addition, no implied reciprocal covenants or obligation to develop shall arise with respect to lands which have been retained by the Declarant for future development. THE DECLARANT OR ANY OWNER SHALL NOT BE BOUND BY ANY MASTER PLAN, USE OR RESTRICTION OF USE SHOWN ON ANY MASTER PLAN, AND MAY AT ANY TIME CHANGE OR REVISE SAID MASTER PLAN OR NOT DEVELOP THE REMAINING UNDEVELOPED PROPERTY OR COMMON AREA OR AMENITIES.

Section 11. "Offensive or Noxious" activity, trade or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior or activity which is inconsistent with both the reasonable pleasurable use of the Property by substantial number of the residents and their overnight guests and their reasonable expectations of permanent habitation, working, recreating, or enjoying sports, music, food, natural surroundings, and entertainment, free of excessively noisy behavior grossly disrespecting the rights of others, flashing or excessively bright lights, racing vehicles, significantly loud radio, hi-fi, electronic music distractions, and other unreasonable behavior curtailing the reasonable pleasure and use of

the facilities within the Property. Public musical or other entertainment, parades, concerts, festivals, carnivals, competitions or shows conducted under permit from the Declarant shall not constitute offensive or noxious activity or behavior unless such permit is withdrawn by the Declarant, or its terms and conditions violated.

Section 12. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including purchasers in possession.

Section 13. "Property" shall mean that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the control of this Declaration.

Section 14. "Structure" shall mean and refer to:

(a) any thing or object, trees and landscaping, the placement, size, shape, color, height and quality of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall or hedge, landscaping, well, sign, appurtenance, signboard or any temporary or permanent improvement to such Lot; and

(b) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of waters from, through, under or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and

(c) any change in the grade of any Lot of more than six (6) inches.

## ARTICLE II

### Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall take title subject to the following easements and assessments 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 assessments for operating expense, repairs and maintenance of the Common Areas, Limited Common Areas, and Common Property; to establish reserves for major repairs or improvements and assessments for any other Common Area, Limited Common Area and Common Property that may be granted to or be purchased by the Association or uses budgeted by the Board; to enforce this Declaration; and to correct violations at the Owners cost, after due notice, and file lien on the lots for such cost and unpaid assessments;



(b) the right of the Association to suspend the voting rights of an Owner and to assess fines or penalties against any Lot or an Owner, as hereinafter provided.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with these Covenants and Restrictions, his right of enjoyment to the Common Areas, Limited Common Areas, Common Property and facilities to the members of his family, or to purchasers under contract and tenants who reside on the Lot of the Owner.

### ARTICLE III

#### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, 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, (2) Special Assessments for improvements and repairs and renovations and to pay operating and other expenses of the Association; such Assessments to be established and collected as hereinafter provided, (3) Special Assessments for enforcement of the Declaration and any fines, penalties and (4) Special Assessments for the use of Limited Common Areas. 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, subject to the provisions of Section 9 of this Article III. 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 Lot at the time the Assessment came due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessment. The Annual Assessments levied by the Association shall be used exclusively to maintain, improve, purchase or lease the Common Areas, Limited Common Areas and Common Property, entrance ways, roadways, and other improvements and easements within the Property, for operating and other expenses of the Association, and to promote the recreation, health, safety, and welfare of the residents of the Property.

Section 3. Maximum Annual Assessment. From and after January 1, 1995 the Annual assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of ten percent (10%) per year, or the percentage increase between the first month and the last month on an Annual Assessment period in the Consumer Price Index, U.S. City Average, All Items (1967-100) (hereafter "C.P.I.") issued by the U.S. Department of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas" whichever of these two percentage figures is larger. If two-thirds (2/3) of the votes at a duly called meeting of the Association are to increase said Annual Assessment by a greater amount, the Board may increase the Annual Assessment by such amount. In the event

that the C.P.I. referred to above shall be discontinued, there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living. The Board may decrease the Annual Assessment, if it does not need the funds.

In the event the Board does not increase the Annual Assessment in a given year, or increase it in an amount less than that which is authorized by this Section 3, or decreases the Annual Assessment the Board shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised authority to increase said Assessment but any application of same may only be given prospective application.

Section 4. Special Assessments. 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 purposes of defraying, in whole or in part, the cost of any maintenance, construction, reconstruction, repair or replacement of the common area, entranceways, roadways and other improvements and easements within the Property and to pay the operating and other expenses of the Association.

Section 5. Special Assessments for Violations. In addition to the Assessments set out above, the Association, upon recommendation by the ARB, shall levy Special Assessments for fines for violations of this Declaration or the Architectural Review Board Guidelines or the cost of correcting such violations after written notice of the violations to the Owner and hearing before the ARB at which the Owner shall have the opportunity to present a defense.

Section 6. Rate of Collection. Annual Assessments shall be collected in advance as directed by the Board and Special Assessments shall be collected as directed by the Board.

Section 7. Date of Commencement of Annual Assessments and Due Dates. The Annual Assessments provided for herein shall commence as to all lots on the first day of the sixth month following the conveyance of the first lot in the Property. 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. Written notice of the Annual Assessment shall be sent to every Lot Owner. The due date 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. However, the Board may waive or reduce Annual Assessments or Special Assessments which would become due prior to or during the construction of the improvements on the Lot. In lieu of paying Assessments Declarant may pay any deficits in the cost of operating the Association and maintaining the Common Areas. Declarant may delay the commencement of Annual Assessments until such time as it determines, in its sole discretion, that it is economically feasible to commence the Annual Assessments. During such delay, Declarant will pay all operating costs of the Association and maintenance cost of the Common Areas, Limited Common Areas and Common Property.



Section 8. Effect of Non-Payment of Assessments and Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall be subject to a late charge in an amount which shall be determined by the Board of Directors, and thereafter the amount due shall bear interest from the due date at One and one-half (1 1/2%) percent per month. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise deny liability for the Assessments provided for herein by non-use of the Common Area, Limited Common Area or Common Property or abandonment of his Lot. The Owner shall be liable for all costs of collection including attorney's fees of not less than fifteen percent (15%) of the amount due and for late charges as set by the Board from time to time.

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 shall have 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 a lien which results therefrom.

#### ARTICLE IV

##### Membership and Voting Rights

Section 1. Membership. 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. However, so long as the Declarant owns one Lot or owns or has an option or contract to purchase any additional property which it may add to the Property, Declarant shall have one more vote than the total of the other Lot Owners.

#### ARTICLE V

##### Board of Directors

Section 1. Board of Directors. The affairs of the Association shall be managed by a Board of Directors composed initially of three (3) individuals who need not be members of the Association. The Board of Directors may increase or decrease its size as it sees fit. Provided, there shall be no less than three (3) members. The election of the Board shall be as set out in the By-laws of the Association.

Section 2. Meetings. Meetings of the Board shall be as set out in the Association's By-Laws.

## ARTICLE VI

### Architectural Review Board (ARB)

Section 1. Purpose, Powers and Duties of the Architectural Review Board (ARB). The purpose of the ARB is to assure that all proposed uses and any construction or alteration of any Structure (see Article I, Section 14 for definitions) which takes place on any Lot or any other Property shall be performed in conformity with the objective of high quality environmental design and development as set forth in this Declaration or by the ARB Guidelines. To carry out that purpose, the ARB shall have the right pursuant to the provisions of this Article VI to approve any and all proposed uses, site plans and Structures to be constructed on the Property, including proposed uses, site plans and Structures for Common Areas, except that the ARB shall not have the right, without the approval of the Declarant (so long as Declarant owns a lot), to disapprove a use for a Lot which is within the use category designated for such Lot by the Declarant pursuant to Article VIII. It shall also have the right to approve or disapprove any and all proposed external alterations or use changes for Lots or Structures including Common Areas. The ARB will not do anything, however, which would prevent the Declarant from fulfilling its obligations hereunder.

Section 2. Objectives. Architectural and Design review shall be directed towards attaining the following objectives:

- (1) preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms;
- (2) ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lots and Structures and with surrounding Lots, and Structures and does not unnecessarily block scenic views from existing Structures or tend to dominate any general development or natural landscape;
- (3) ensuring that the architectural design and structures and their materials and colors are visually harmonious with Belleclave Subdivision overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetations, and with development plans officially approved by the Declarant, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located;
- (4) ensuring the plans for landscaping provide visually pleasing settings for Structures on the same Lot and on adjoining or nearby Lots, and blend harmoniously with the natural landscape;
- (5) ensuring that any development, Structure, building or landscaping of the Lots and Common Areas complies with the provisions of these Covenants;



- (6) determining the location of driveways and other improvements.

Section 3. Architectural Review Board.

(1) The Declarant shall establish an Architectural Review Board (such board hereinafter referred to as the "ARB") which shall consist of two (2) or more members. Unless Declarant directs otherwise, the members shall be appointed by the Declarant until such time as the Declarant, in its sole discretion, transfers control of the ARB functions to the Association. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Declarant. Any member appointed by the Declarant may be removed with or without cause by the Declarant at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former members. When control of the ARB functions is transferred to the Association, members of the ARB shall be elected by the Board of Directors of the Association, and any member so elected may resign or be removed by the Board in the same manner as provided in the By-Laws of the Association for the resignation and removal of officers of the Board.

(2) The ARB shall select its own Chairman and he, or in his absence, the Vice-Chairman, shall be the presiding officer of its meetings. All meetings shall be held upon call of the Chairman; all meetings shall be held at such place and time as may be designated by the Chairman. Two (2) members shall constitute a quorum for the transaction of business, provided a minimum of two (2) members appointed by the Declarant shall be present in order to have a quorum prior to transfer of control of the ARB by the Association. The affirmative vote of a majority of the members of the ARB present at the meeting at which there is a quorum shall constitute the action of the ARB on any matter before it. The ARB shall operate in accordance with its own rules of procedure and guidelines which shall be filed with the Association and maintained in the records of the Association. The ARB may split itself into panels of two (2) or more members or appoint committees which shall act in its behalf and perform duties delegated to them by the ARB.

(3) The ARB is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, attorneys and other professional consultants as it determines necessary, to advise and assist the ARB in performing the functions here in prescribed.

(4) The ARB may adopt, promulgate, amend, revoke and enforce guidelines (hereafter referred to as the "ARB Guidelines"), for the purposes of:

- (a) Governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions hereof;

- (b) governing the procedure for such submission of plans and specifications;
  - (c) establishing policies with respect to the approval and disapproval of all proposed uses and all construction or alteration of any Structure on any Lot, Common Area, Limited Common Area, roads, or entrance ways;
  - (d) establishing the location of driveways on all lots; and
  - (e) approving all builders, architects and residential designers, etc. for the subdivision.
- (5) The ARB will make a copy of its current ARB Guidelines readily available to Members and prospective Members of the Association upon request.
- (6) The Board of Directors shall enforce the decisions of the ARB.

Section 4. Transfer of Architectural Review Authority. Upon the sale of one hundred percent (100%) of the sites for the maximum permitted Lots or dwelling units within the existing Property, or, if additions are made to the existing Property, then upon sale of one hundred percent (100%) of the sites for the maximum permitted Lots or dwelling units within the Property, as so expanded, the Declarant shall, by filing a supplementary declaration of covenants and conditions with the Register of Mesne Conveyances, transfer the above-described review authority to a permanent ARB which, subject to the covenants and conditions stated within the aforesaid supplemental declaration, shall be under the control of the Association. This Section does not obligate the Declarant to make such transfer at any particular time; provided, however, that such transfer must be made no later than one (1) year after sale of the last dwelling unit, as to all portions of the Property shown on recorded plats where one hundred percent (100%) of the sites for the permitted Lots or dwelling units have been sold to third parties. The Declarant may during transition of Control allow the Association's Board to elect one or more members to the ARB provided that such members have the professional qualifications established by the Declarant.

Section 5. Review of Approval of Plans for Additions, Alterations or Changes to Structures and Landscaping. No Structure, building, wall, fence, sign, mail box, trash containers, swimming pool, tennis court, roof, color and composition of roof, siding and other exterior materials and finishes, exterior light, landscaping garden or other Structure or improvement of any kind shall be commenced, erected, or maintained upon any Lot, or upon the exterior of any dwelling unit, or upon any recreational tract, or upon the Common Areas or Limited Common Areas, nor shall any landscaping be done, maintained, nor shall any addition to any existing building or Structure or alteration or change therein be made or maintained until the proposed building plans, specifications (including height, shape, type, nature, color and composition of roof, siding or other exterior materials and finish), plot plan (showing the location of such



building or structure, and other items listed hereinabove, drives and parking area), landscape plan, and construction schedule, as required by the ARB, shall have been submitted to and approved by the Review ARB.

Any alteration of the Structures or of the approved plans and specifications, changes or deviations from the approved plans and specifications during construction or of the completed Structure must also be submitted to the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original Structures.

Section 6. Approval Not a Guarantee or Representation of Proper Design or Good Workmanship. No approval of plans, location or specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, standards or specifications, will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner or comply with any governmental regulations or permit which are the responsibility of the lot owners. Neither the Declarant nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under this Declaration nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with approved plans and does hereby, by acceptance of title to property or Lot subject to this Declaration, agree to hold the ARB and the Declarant harmless for any failure thereof caused by the Owners architect or builder. The ARB has the right to prohibit the Owner's builder and/or general contractor from going to or upon the site in the event it is determined that failure to comply with approved plans is intentional or due to gross negligence under the above-mentioned circumstances. The owner hereby agrees that the exercise of these rights shall not constitute a denial of Owner's property rights and shall not give rise to a cause of action for damages by the Owner.

## ARTICLE VII

### General Provisions

Section 1. Enforcement. The Association 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 or the ARB Guidelines. Failure by the Association 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 or ARB Guidelines by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Books and Records. The books and records of the Association shall be kept by the Association and always available for inspection by any member of the Association at a reasonable time.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) 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 at any time by an instrument signed by at least eight (80%) percent of the Lot Owners during the initial thirty (30) year period or thereafter by a vote of at least eight (80%) percent of the Lot Owners, provided each Lot Owner shall have one (1) vote for each Lot owned. Any amendment must be recorded. Declarant reserves the right to amend this instrument at any time, without the vote of or consent of the Lot Owners provided, however, that no amendment shall serve to change the character of the properties which have been restricted from that of a residential development. Provided, further, Declarant reserves the right to amend this Declaration as it shall determine in its sole discretion, from time to time, without a vote of or consent of the Lot Owners to amend the Declaration to correct scrivener's errors or to conform with the requirements of the VA, FHA, FHLMC, FNMA, State Housing Authority or other insurers, makers or purchasers of mortgage loans.

Section 5. Annexation. Declarant reserves the right to dedicate or deed additional Common Areas to this Association, and to construct additional Structures on the Common Areas provided at the time of the transfer of ownership, dedication or conveyance, said Common Properties shall be free and clear of all liens and encumbrances other than reasonable and normal restrictions or easements. In addition, additional residential property and common areas may be annexed to the Property by the Declarant, from time to time, without the consent of the members of the Association.

## ARTICLE VIII

### Covenants and Restrictions

Section 1. Single-Family Restrictions. For the purpose of protecting said Property as a residential development, the undersigned does hereby impose upon the property described in Exhibit "A" attached, of said Property, the following additional conditions and restrictions:

1. No Structure shall be erected or maintained on any Lot other than one (1) single-family dwelling and one (1) detached or attached garage of similar design, including servants' quarters, if desired; and no use shall be made of the property, Lot or of any right or privilege appurtenant thereto, other than for private residential purposes of one single family. The ARB may waive the restriction.



2. No Lot shall be subdivided into two or more Lots, nor shall any portion of any Lot be sold, conveyed, or leased except to an adjoining Lot Owner; provided, however, that this shall not prevent the Declarant from modifying or changing the Lot lines or sizes or the number of Lots.
3. No Noxious or Offensive trade, behavior 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.
4. No Structure of any kind whatsoever shall be erected, placed or altered on the said Lots until the building plans, specifications and design have been approved by the ARB, its successors, or assigns, or its designated nominee.
5. No Structure of temporary character, trailer, tent, shack, barn or other out-building shall be used on said Lot either temporarily or permanently, except as approved by the ARB.
6. No livestock, poultry or other animals shall be kept on said Lot except household pets, which pets shall not be used or bred for commercial purposes.
7. Perpetual easements for drainage, for the installation and maintenance of gas, electricity, telephone, water, sewer and other utilities are reserved as shown on said plat, and where not reserved on said plat a perpetual easement ten feet (10'), more or less, along the front, sides and rear of all lots, except exterior lots where the measurement will be twenty feet (20'), more or less, along the front, sides and rear.
8. The Lot Owners accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the Lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall not make any changes to the SWPPP without the prior written approval or exemption of the appropriate regulatory authorities and all hold harmless Declarant from any cost or liability incurred by Declarant as a result of his, her, or its violation of the

covenant, including but not limited to, reasonable costs and attorneys fees incurred by Declarant in enforcing this covenant or correcting such violation.

9. It is understood and agreed between the parties hereto that the hereinabove described property is sold "as is" and Declarant shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of any streets dedicated to Richland County after said streets have been dedicated to the County. Where drainage easements appear on said Plat, the Owner(s) of those Lots affected agree to maintain in a satisfactory and sanitary manner those easements and shall in no way alter or otherwise hinder the proper removal of surface water.
10. No clothesline, exposed garbage containers or other visual objects or vehicles are to be erected or used on the property where they may be easily seen from any other Lot or public road.
11. No temporary structure, school bus, camper, motor home or mobile home, satellite dish or freestanding antenna, or temporary structure of any kind shall be erected, kept had or allowed at any time on any lot; provided, however that a camper or motor home may be parked in an enclosed garage, provided such garage meets all requirements for buildings and improvements contained elsewhere in this Declaration and the Architectural Review Board Procedures and Design Guidelines.
12. No sign shall be erected on said Lot or posted on any Structure except upon approval of ARB.
13. No concrete block shall be exposed above grade which is visible on the exterior of any Structure nor shall any structure be constructed of asbestos shingles.
14. It is understood and agreed that South Carolina Electric & Gas Company will be providing street lights for the subdivision and each resident will be assessed a proportional monthly charge for said street lights, as provided for by South Carolina Public Service Commission.
15. No commercial activity shall be conducted or carried on any Lot, except home occupations which have been approved by the ARB of the Association and subject to such restrictions as the ARB of the Association shall establish.
16. The Owner, in accepting title to property conveyed subject to the covenants and restrictions of this Declaration, waives all rights of uncontrolled and unlimited egress and ingress to such property (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Owners



17. The Declarant reserves the right for itself, its successors and assigns, but not the obligation, to (a) maintain gates controlling access to roads; (b) determine in its sole discretion the types of vehicles that will be permitted access to the Property and use of such roads; (c) provided, however, that the Declarant reserves the right to limit access to the Property to the Declarant, Owners, lessees or tenants, and their guests and invitees. When the roadways and streets are conveyed to the Association as herein provided the aforesaid rights may be assigned to the Association.
  
18. In order to provide for safe and effective regulation of traffic, the Declarant reserves the right to file with the Register of Mesne Conveyances the appropriate Consent documents making the Uniform Act Regulating Traffic on Highways of South Carolina (Chapter V, Title 56 of the Code of Laws of South Carolina, 1976) applicable to all of the streets and roadways within Belleclave Subdivision. Moreover, the Declarant may promulgate from time to time additional parking and traffic regulations which shall supplement the above-mentioned State regulations as it relates to conduct on, over and about the streets and roadways in Belleclave Subdivision. These supplemental regulations shall initially include but shall not be limited to those set out hereinafter and the Declarant reserves the right to adopt additional regulations or to modify previously promulgated regulations from time to time and to make such adoption or modification effective thirty (30) days after mailing notice of same to record Owners of all Lots, or parcels within Belleclave Subdivision as of January 1 of the year in which such regulations are promulgated:
  - (a) No motorcycles, motorbikes or all-terrain vehicles of any kind may be operated on the roads and streets within Belleclave Subdivision, unless they are street legal, are in compliance with all South Carolina vehicle licensing laws, are operated by licensed drivers and are not operated in a manner constituting an offensive or noxious activity.
  
  - (b) The Declarant may post "no parking" signs along the streets and roadways within Belleclave Subdivision where it, in its sole discretion, determines appropriate to do so. Violators of said "no parking" signs are subject to having their vehicles towed away and shall be required to pay the cost of such towing and storage before their vehicle may be recovered. The act of towing said vehicle shall not be deemed a trespass or a violation of the Owners' property rights, because the Owner shall be deemed to have consented to such action by accepting the right to use the roads and streets within Belleclave Subdivision.
  
  - (c) In the event that the roads are deeded to the City of Columbia, the County of Richland or other governmental entity, any restrictions contained herein which violate any such entity's ordinances shall be null and void.

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers, set its hand and seal this 25<sup>th</sup> day of March, 1997.

SUNBELT PROPERTIES, INC.

Shawn B. Blue

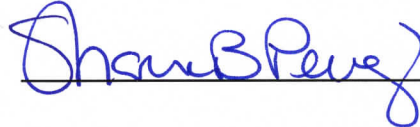
Tracey Stoelbe

BY: Karl R. Wagon  
ITS: Vice VICE PRESIDENT

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named SUNBELT PROPERTIES, INC, by its authorized agent, sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

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Sworn to before me this 25<sup>th</sup>  
day of March, 1997

Tracey Stoeba (L.S.)  
Notary Public for South Carolina

My Commission Expires: 9-21-2004

Prepared by:

Richard M. Unger, Esquire  
Rogers Townsend & Thomas, P.C.  
P.O. Box 100200  
Columbia, SC 29202  
(803) 771-7900

EXHIBIT "A"

(to Declaration of Covenants)

All that piece, parcel or tract of land as shown on Final Plat prepared for Belleclave Subdivision Phase 1-A by Cox and Dinkins, Inc., dated September 30, 1996, recorded in Plat Book 56 at Page 7579. Said Property having a total acreage of 3.64 acres and includes Lot 1, Lot 13, and Lots 199-202, drainage and utility easements and the roads; and has the metes, bounds, courses and distances as shown thereon, said plat is incorporated herein by reference. as shown on Final Plat prepared for Belleclave Subdivision Phase 1-B by Cox and Dinkins, Inc., dated January 24, 1997, recorded in Plat Book 56 at Page 7761. Said property has a total acreage of 20.56 acres and includes Lots 2-10, 14-17, Lots 20-28, Lots 145-148, Lot 162, Lot 163, and Lots 193-198, drainage and utility easements and the roads; and has the metes, bounds, courses and distances as shown thereon, said plat is incorporated herein by reference.

This being a portion of the identical property conveyed unto Sunbelt Properties, Inc. by deed of The University of South Carolina dated June 20, 1994 and recorded in the RMC Office for Richland County in Deed Book D-1204 at Page 551.