STATE OF SOUTH CAROLINA COUNTY OF RICHLAND

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS 9.548 ACRE TRACT KNOWN AS PARSON'S MILL - PHASE III

THIS DECLARATION is made on the date hereinafter selfforth by William B. Boyle, Jr., d/b/a The Lorick Land Company, a sole proprietorship, hereinafter referred to as "Declarant."

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## WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Richland County, South Carolina, more particularly described as follows:

### (See Exhibit A)

WHEREAS, the Declarant intends to develop on the property hereinabove described a residential community, or to permit the development thereon of a residential community by a successor in title to said property, providing residential lots, open spaces and other facilities,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declarant hereby declares that all of the Properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, affirmative obligations and conditions, all of which are for the purpose or protecting the value, desirability and attractiveness of the property described above, and which shall run with the real property and be binding on all persons having any right, title or interest in the described Properties or any part thereof, and shall inure to the benefit of each Owner thereof.

# Definitions

Section 1. "Association" shall mean and refer to the Parson's Mill Homeowners Association which has been formed by the Declarant and is further described in this Declaration and in the Articles of Incorporation and By-Laws which have been or may be filed prior to conveyance by Declarant of the first Lot from the property described above.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the conveyance of the first Lot are described as follows:

# [SEE EXHIBIT B]

Section 3. "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 an interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that real property described in Exhibit A.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, together with the improvements thereon, with the exception of the roads and Common Area. There should be no more than twenty-eight (28) Lots in the Properties.

Section 6. "Member" shall mean and refer to every person who is a member of the Association.

Section 7. "Declarant" shall mean and refer to The Lorick Land Company, a sole proprietorship, or any person or entity who succeeds to the title of Declarant to the Properties by sale or assignment of all of the interests of the Declarant in the Properties, if the instrument of sale or assignment expressly provides, or by exercise of a right of foreclosure of a mortgage given by the Declarant or a deed in lieu thereof. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Declarant by this Declaration, the Articles of Incorporation or Bylaws of the Association.

Section 8. "Parsons Mill Homeowners' Association" shall mean and rafer to the non-profit corporation organized to own and administer for the mutual benefit of its members the Common Areas of Farson's Mill - Phase III, the residential community described in Exhibit A, together with any other property, real or parsonal, which may hereafter be acquired for the purposes consistent with this Declaration, and the Association's Articles of Incorporation and By-Laws, including any other common areas associated with other phases of Parson's Mill.

## ARTICLE II

# Property Rights

Section 1. Owners' 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 pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to formulate, publish and enforce rules and regulations regarding the use of the Common Area and to charge reasonable admission and other fees for the use of any recreational facilities located thereon;
- (b) The right of the Association to suspend the voting rights and right to the 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; and
- (c) The right of the Association to dedicate 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 or transfer shall be effective unless by instrument agreeing to such dedication or transfer signed by at least 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 Bylaws of the Association, his rights of enjoyment of the Common Area and facilities to members of his family, his tenants, or contract purchasers, provided, however, that each such delegae shall reside upon a Lot of such Owner.

Section 1. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to any Common Area to the Association, free

and clear of all liens and encumbrances, at the time of or prior to the conveyance of the first Lot, subject only to the provisions of this Declaration and any Supplement thereto, the Articles of Incorporation and Bylaws of the Association, utility and drainage easements specifically reserved or indicated on any recorded plat.

#### ARTICLE III

#### 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 and may not be separated from ownership of any Lot which is subject to assessment.

<u>Section 2. Voting Rights</u>. The Association shall have two (2) classes of voting membership.

- (a) Class A. Class A members shall be all Owners, with the exception of the Declarant, and each shall be entitled to one (1) vote for each Lot owned. If more than one person owns in interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they may determine but, in no event shall more than one (1) vote be cast with respect to any Lot.
- (b) Class B. The Class B member shall be the Declarant and it shall be entitled to three (3) votes for each Lot owned. The Class B membership shall terminate and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

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- (i) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
  - (ii) On December 31, 2000.

#### ARTICLE IV

### Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation 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:

- (i) Annual assessments or charges, and
- such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing tien upon the Lot and improvements equinst which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' 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 of an Owner 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 for promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the maintenance of the Common Area, the payment of any taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, and the establishment of an adequate reserve for the maintenance, repair and replacement of the improvements in the Common Area, the employment of attorneys to represent the Association when necessary.

Section 3. Amount of Annual Assessments. The maximum annual assessment for each Lot in the Properties shall be payable monthly, in advance, and the amount thereof shall be determined as follows:

- (a) Up to and including January 1, 1996, the maximum initial annual assessment shall be Sixty and No/100 (\$60.00) Pollars per lot.
- (b) The maximum annual assessment, for the calendar year beginning January 1, 1996, shall be established by the Board of Directors. Thereafter, the maximum annual assessment may be increased by the Board of Directors without approval by the membership by an amount not to exceed Five Percent (5%) of the maximum annual assessment of the previous year.
- (c) The maximum annual assessment may be increased without limit by the affirmative 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.
- (d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum. When the Board of Directors fixes the annual assessments for each calendar year, the Board shall, at the same time and in connection therewith prepare, or cause to be prepared an annual budget showing the services furnished by the Association and the costs thereof per Lot.

Notwithstanding and in addition to the above, an initial assessment of Sixty and No/100 (\$60.00) Dollars shall be baid to the Association by the Owner of any lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only, for the purpose of defraving, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common frea, including the necessary fixtures and personal property related hereto, provided that any such assessment shall have the assent to Two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. Notice and Overum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 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 proxies entitled to cast Sixty (60%) of all of 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 date set for the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots and shall be collected annually in advance, or any other basis approved by the Board of Directors.

Dates. The annual assessments provided for herein shall commence as to any Lot on the earlier of the first day of the month following issuance of a Certificate of Occupancy for the improvements on such Lot, or 12 months after conveyance of such Lot by the developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment and give every owner subject thereto written notice of each

assessment. Due dates shall be established by the board of directors. The Association, upon demand at any time and for a reasonable charge, shall furnish a certificate in writing 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 iscuance.

Section 8. Effect of Nonpayment of Assessments: Remedition wi the Association. Any monthly assessment not paid within effecty (30) days after the due date shall bear interest from the due date at that rate which is equal to the rate of interest chargeable by law in the State of South Carolina on money judgments. Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property in like manner as a mortgage of real property, and, in either event, interest, costs and a reasonable attorneys' fee shall be added to the amount of such assessment. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual assessment due and payable and collect the same through toreclosure. In the event of any such foreclosure, the Owner shall be required to pay a reasonable rental for the Lot after commencement of the foreclinure action; the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. He Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or by abandonment of his Lot.

Section 9. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to (1) the lien of any first mortgage, and (2) the lien of any unpaid advalorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No such sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Working Capital. Each Owner, upon acquiring a Certificate of Occupancy for the improvements on any Lot, shall be required to pay to the Association a sum equal to two (2) months' assessment, to be maintained in an account for the use and benefit of the Association. Amounts so paid are not to be considered as advance payments of regular assessments.

# ARTICLE V

# Usa Restrictions

Section 1. Restrictions. The following restrictions shall apply to each Lot within the Properties:

(a) No structure shall be erected on any Lot in the subdivision other than one permanent single family dwelling with detached or attached garage of similar design, if desired, provided, however, that fancing may be erected behind and/or to the side, but not in front, of any residential dwelling; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposetion.

a single family; provided, however, that the Declarant reserves to itself, as well as the right to assign to builders during construction, the right to use temporarily one or more of such dwellings as an administrative office, information center and real estate sales office; provided, further, that no structure, planning or other material shall be placed on, or permitted to remain, which may damage or interfere with installation or maintenance of utilities and drainage facilities within the areas herein provided; any temporary construction, administrative, information or real estate sales office shall be promptly removed when it shall cease to be used for such purpose, and no temporary structure or apartment shall be erected on any Lot;

- (b) No Lot in the Proporties shall be subdivided, or reduced in size without the written consent of the Declarant; provided, however, that no Lot shall be subdivided or reduced in size so as to have a total area of less than the smallest Lot shown on the subdivision plat of the Properties, nor shall any Lot so subdivided leave a residual Lot with a total area less than the smallest Lot shown on said plat, nor shall any such subdivision result in more than twenty-six (26) lots.
- (c) All sewage disposal shall be by central sewer service approved b, appropriate governmental utility authorities, or by public utility at such rates shall be established by the governmental authority, or approved by the South Carolina Public Service Commission;
- (d) No building shall be located closer to the street on which it faces than the minimum set-wack line shown upon the 2014/RESTRICT.III Page 12

recorded subdivision plat, and no building shall be closer to any side or rear boundary line than a minimum of five (5) feet, or such greater distance as may be shown upon any recorded subdivision plat;

- be had or done on any Lot within the Properties, and nothing shall be done thereon which constitutes or becomes an annoyance or a nuisance to the neighborhood or constitutes an unsanitary condition; no hogs, goats, poultry, cows, horses or other animals (excepting only dogs and cats) shall be allowed or kept on any Lot in the Properties, and nothing shall be done or allowed, and no condition or situation shall be permitted on any Lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section; if any Owner of a Lot upon which a dwelling has been erected fails to trim weeds, grass or underbrush, the same shall be conclusively deemed to be a nuisance prohibited by this section;
- motor home or temporary structure of any kind shall be created, kept, had or allowed at any time on any Lou or parked on the street or road adjacent thereto; provided, however, that a camper, motor home or other recreational vehicle may be parked in an enclosed garage where such residential vehicle is not visible from the street, or adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these restrictions; all garage doors shall remain closed except for ingress and eggess;

(g) No clotheslines may be erected or maintained on any Lot; all rubbish, garbage and trash shall be kept in enclosed cans, or other suitable containers, which should be placed and kept in such manner to be out of sight from the street or adjoining homes; the Lot, property and pramises shall be kept clean at all times; and

(h) No abandoned vehicles and no tractor-trailer rigs shall be allowed at any time on any lot or parked on any street or road adjacent thereto.

Section 2. Duration. These restrictions shall run with the land and be binding on all persons, firms and corporations claiming under them for the period hereinafter set forth.

Section 3. Enforcement. If any person shall violate, or attempt to violate, any of these restrictions, any person who shall own real property within the Properties may enforce these restrictions by proceedings at law or in equity, either to recover damages or to restrain such violation. All costs and expenses incurred by the successful enforcement of any restriction, including any reasonable attorneys' fees, shall thereupon become due and payable from the violator.

Section 4. Inintentional Violation. In the event of the unintentional violation of any of the building line restrictions or minimum residence square foot requirements as set forth herein, Declarant reserves the right, by and with the mutual consent of the Cwner or Owners for the time being for such Lot, to change the building line restriction or square footage requirement set forth

in this instrument, provided, however, that such change would not be in violation of the applicable subdivision regulations or zoning provisions.

#### ARTICLE VI

## Essements

Section 1. Reservation. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats for use by Declarant, utility companies and public agencies in connection with this development. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which obstruct or retard the flow of water through drainage channels and the easements. In addition, the Properties shall be subject to a nonexclusive easement in favor of Developer for construction of improvements on the Properties, and for exhibition and sale of such improvements.

Section 2. Common Areas: Declarant hereby reserves unto itself, its successors and assigns, easements to cross the Common Area with pipes, utilities, power lines, gas lines, drainage and other usual and customary subdivision service facilities. The Association shall have the power and authority to grant and establish in, over, upon and across any Common Area conveyed to it such further easements as may be requisite for the convenient use and enjoyment of the Property.

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Section 3. Encreachments. All Lots and the Common Area shall subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant to the extent that such initial improvements actually encroach, including, without limitation, overhanging eaves, gutters, downspouts, exterior storage rooms, walls, fences, streets and sidewalks. If any encroachments shall occur hereafter as a result of settling or shifting of any improvements, or as a result of any permissible repair, construction, reconstruction or alteration, or as a result of condemnation or eminent domain proceedings, a valid easement is hereby declared to exist for such encroachment and the maintenance of the same. Every Lot shall be subject to an casement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of said Lot to its original owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

## ARTICLE VII

# Rights of First Mortgagees

The following provisions, in addition to the provisions set forth elsewhere in this Declaration, shall be applicable to the holders, quaranters or insurers of first mortgages upon Lots subject to this Declaration and any amendments hereto:

Section 1. Assessment. Any first mortgages who obtains title to a Lot pursuant to the remedics provided in its mortgage shall

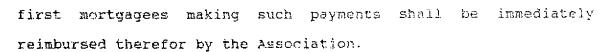
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not be liable for unpaid assessments which accrued prior to the acquisition of title to such Lot by the mortgagee.

Section 2. Material Changes. Unless the Association shall have received the prior written approval of at least two-thirds (2/3) of the first mortgagees (who have informed the Association of their address in writing and requested to participate in such decisions), the Association shall not be entitled to do any of the following:

- (a) By act or omission, seek to abandon, partition or subdivide, sell or transfer the Common Area owned, directly or indirectly, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of such common Area, shall not be deemed a transfer with the meaning of this clause;
- (b) Change the method of determining the obligations, assessments, dues or other changes which may be levied against any Lot or the Owner thereof;
- (c) Use hazard insurance proceeds for loss to any Common Area improvements for other than the repair, replacement or reconstruction of such improvements.

subject hereto may, jointly and severally, pay taxes or other charges which are in default and which may, or have become, a charge against any of the Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of such policies for such Common Area, and



Section 4. Rights in Insurance Proceeds and Condemnation Award. No provision of this or any supplemental or constituent document gives an Owner or any other party priority over any of the rights of any first mortgagees contained in its mortgage, in or to a distribution to such Owner of insurance proceeds or condemnation award of losses to or a taking of the Common Area or any part thereof.

Section 5. Notice of Mortgagee. A first mortgagee, upon request, is entitled to written notification from the association of the following: (a) any default in the performance by its borrower of any obligations under this or any supplemental or constituent documents which is not cured within sixty (60) days; (b) any condemnation loss or any casualty loss which affects a material portion of the Properties or any of such mortgage's security; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Lagociation, and (d) any proposed action which would require the consent of a specified percentage of the mortgage holders.

Section 6. Further Rights of Mortgages. The Association shall make this Declaration, any bylaws or other rules pertaining to the Properties, as well as all books, records and financial statements, available for inspection by any mortgages during normal business hours or under the other reasonable circumstances. Any

mortgagees, upon its request, shall be entitled to a financial statement for the immediately praceding fiscal year.

Section 7. Contract Services. No agreement or lease, entered into on behalf of the Association prior to the termination of Class B membership, as provided in Section 2(b), Article III, shall be binding on the Association, unless the agreement or lease shall permit termination by either party without cause and without payment of a termination fee upon written notice of ninety (90) days or less.

#### ARTICLE VIII

### General Provisions

Section 1. Application. All Owners, employees of Owner and tenants or any other persons who may, in any manner, use the Properties or any portion thereof shall be the subject to the provisions hereof and to the provisions of the Articles of Incorporation and the Bylaws of the Association.

Section 2. Enforcement. The Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of the 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.

Section 3. Severability. Invalidation of any one of these covenants or restrictions, by judgment or court order shall in no

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wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time that shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by Owners of not less than seventy-five (75%) of the Lots; provided, however, that the Board of Directors may amend this Declaration without the consent of Owners to correct any obvious errors or inconsistencies in drafting, typing or reproduction. All amendments shall forthwith be recorded in any public office where this Declaration may be recorded and shall be effective upon such recordation.

Section 5. Lease of Residence. No residence shall be leased for transient or hotel purposes, nor may any Owner lease less than his entire residence. Any lease must be in writing and provide that the terms of the lease and occupancy of the dwelling shall be subject in all respects to the provisions of this Declaration and subject in all respects to the provisions of this Declaration and of the Bylaws and Articles of Incorporation, and that any failure by any lessee to comply with the terms of such documents shall be in default of such lease.

section 6. Liability Insurance. The Association shall obtain and maintain a broad form public liability insurance policy

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covering all of the Common Area and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) for each occurrence, and such policies shall contain a waiver of the right of subrogation against the Association, its members, officers, agents or employees.

Section 7. Fidelity Bonds. The Association shall maintain, as a common expense of the Association, blanket fidelity bond coverage against dishonest acts by officers, directors, agents and employees and all other persons handling or responsible for funds of or administered by the Association. Such fidelity bonds shall:

- (a) Name the Association as an obligee;
- (b) Be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual budget of the Association, including reserves;
- (c) Contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of Memployee" or similar expressions; and
- (c) Provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days' prior written notice to the Association.

Similar bonds shall be required covering any management agent employed by the Association for such agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.

Section 8. Waiver. No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

Section 9. Conflicts. In the event of any irreconcilable conflicts between this Declaration and the Bylaws or Articles of Incorporation, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between the Articles of Incorporation of the Association and the Bylaws of the Association, the provisions of the Articles of Incorporation shall control.

Section 10. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and nonpersonal entities, as well as the singular and plural wherever the context provides or permits.

IN WITNESS WHEREOF, The Lorick Land Company, a sole proprietorship, has caused this Declaration to be executed on the 13th day of June, 1996.

WITNESSES:

WILLIAM F. BOYLE, JR., d/b/a THE LORICK LAND COMPANY, A SOLE PROPRIETORSHIP (SEAL)

By: William B. Boyle, Jr.

William D. Dolich

Its: Owner

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PROBATE

PERSONALLY appeared before me the witness who, on oath, says that (s)he saw the within-named William B. Boyle, Jr., d/b/a The Lorick Land Company, a sole proprietorship, by William B. Boyle, Jr., its owner, sign the within Declaration of Covenants, Conditions and Restrictions -- 9.548 Acre Tract described as Phase III, Parson's Mill, and as its act and deed, deliver the same, and that (s)he with the other witness witnessed the execution thereof.

Crypa C. grait

SWORN to before me this /3 day of June 1996.

Notary Public for South Carolina
My Commission Expires: 10/5/07

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ALL that piece, parcel and tract of land known as Parson's Mill Subdivision - Phase III, consisting of the total area of 9 548± acres, minus 1.177 acres in right-of-way, located in Richland County, South Carolina, and being more particularly described by reference to that bonded plat of Phase III - Parson's Mill Subdivision, dated May 30, 1996, prepared by Power Engineering Company, Inc., recorded at the Register of Mesne Conveyances in the County of Richland, State of South Carolina, in Plat Book 54 at Page 366

A portion of Tax Map No. 23000-03-01.

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