

STATE OF SOUTH CAROLINA)
) PROBATE
 COUNTY OF RICHLAND)

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within-named C and C Builders of Columbia, Inc., by its duly authorized officer, sign, seal and as their act and deed deliver the within Modification of Restrictions and that (s)he with the other witness subscribed above witnesses the execution thereof.

SWORN to before me this 13th day of
~~June~~, 2006.

Harvey W. Fadden
 Notary Public of SC
 My Commission Expires:

David H. Bazeman

Richland County ROD

Richard W. Fadden

STATE OF SOUTH CAROLINA)
) PROBATE
 COUNTY OF RICHLAND)

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within-named Carolina Traditional Homes, Inc., by its duly authorized officer, sign, seal and as their act and deed deliver the within Modification of Restrictions and that (s)he with the other witness subscribed above witnesses the execution thereof.

SWORN to before me this 13th day of
~~June~~, 2006.

Harvey W. Fadden
 Notary Public of SC
 My Commission Expires:

Boney Batts

3. In order to maintain an orderly residential development, to assure that all house and other structures are of appropriate size and are of harmonious design, the Declarant retains full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, wall, garage or structure of any kind or alterations or additions thereto shall be erected or placed on any lot until the complete plan, specifically propose design and location thereof on the lot, shall have been submitted to the Declarant or a committed designated in writing by them for approval. Approval shall not be unreasonably withheld.
4. The building line on lots shall be variable. The setback line shall not depend on the setback of other lots in this subdivision or any block of this subdivision, any municipal regulations to the contrary notwithstanding. The setback requirements shall be as set out on the plat referenced above.
5. No noxious or offensive activity or other thing shall be had or done upon any lot hereby conveyed, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, or other such animals shall be allowed or kept on any lot hereby conveyed. Nothing shall be done or allowed, and no conditions or situations shall be permitted on any such lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section, or any condition permitted on said lot which shall pollute the water of any lake, stream or pond.
6. No tent, shack, trailer, school bus, camper, boat, or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot hereby conveyed; provided, however that a camper, boat, or motor home may be parked in an enclosed garage where such recreational vehicle is not visible from the street of adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these restrictions. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers, which shall be placed and kept behind the house, out of sight from the street or neighbor's house, at all times. No clothesline shall be allowed to be visible from any street or neighbor's house. The lots, property and premises shall be kept clean at all times. If such litter or other materials are found on any lot, the same shall be removed by the lot/house owner, at his own expense, upon written request by the Architectural Control Committee.
7. It is understood that the above restrictions shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, Declarant shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions, however, shall be construed to be for the benefit of the Declarant alone, who reserves the right to alter, amend, or release the same at will.

8. Purchasers will be responsible for paying Property Taxes on lots purchased at such time as taxes are assessed on per lot basis.
9. No sale, rent advertising signs or billboards shall be erected on any lot/house or displayed in any form to the public, except as specifically approved in writing by the Declarant, its agent or the chairman of the Architectural Control Committee. No signs as above described, shall be nailed or fastened to any tree at any time.
10. It is understood and agreed between the parties hereto that the hereinabove described property is sold in "as-is" condition and Declarant shall not be responsible for the maintenance of storm drains, control of surface water, detention ponds, or maintenance of streets. The homeowners are collectively responsible for the maintenance and upkeep expenses for the storm drainage detention ponds that serve the subdivision.
11. No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots, unless approved in writing by the Developer.
12. Neither Developer, nor any member of the Architectural Control Committee shall be responsible or liable in any way for any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work according to such plans and specifications approved by the Architectural Control Committee. Further neither Developer, nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits such plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every owner of any lot agrees that he will not bring any action or suit against Developer, or any member of the Architectural Control Committee, to recover for any such damages.
13. All driveways, sidewalks and entrances to garages or house shall be concrete or a substance approved in writing by the Architectural control; Committee and of a uniform quality.
14. Each lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Developer, the Architectural Control Committee or any aggrieved lot owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

15. If any sentence, clause or paragraph of this Declaration shall be found by a court of competent jurisdiction to be invalid or unenforceable, it shall in no way effect the validity or enforceability of any other sentence, clause or paragraph hereof.
16. Developer may add additional phases to the subdivision at its sole option.
17. The common areas, including but not limited to the storm drainage detention ponds serving Honey Tree Development, Phase I shall be maintained by the homeowners of the subdivision and all upkeep, maintenance, landscaping, irrigation and etc., will be the responsibility of the homeowners on a pro rata basis. If the Declarant desires to create a Homeowners Association for the purpose of the above, each homeowner should be required to participate on a pro rata basis. It is understood that the Declarant sells all of its property in the subdivision the homeowners may create a Homeowners Association if no Association has already been formed.
18. Any builder agrees that during construction that he will have all debris, rubbish, non-used materials removed from the construction site on a periodic basis to insure a clean and neat appearance throughout the subdivision.
19. An easement is reserved unto the Declarant over the front and rear five (5) feet and along each side line of each lot hereby conveyed, for the purposes of utility installations and right-of-ways; and for ten (10) feet over existing sewer lines.
20. Any campers, trailers, boats or recreational vehicles which are kept by any owner of the property described above, shall be parked in a manner such that said trailers, boats, or campers and recreational vehicles may not be seen from the street.

Witness the Hand and Seal of the Declarant this 27 day of December in the year of our Lord Two Thousand and Five.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Nancy Plummer
David H. Bogema

PINE RIDGE, L.L.C. aka
PINERIDGE, LLC
By: [Signature]
Its Member

By: [Signature]
Its Member

STATE OF SOUTH CAROLINA }

COUNTY OF RICHLAND }

PERSONALLY appeared before me the undersigned witness, who on oath says that s/he saw the within named PINE RIDGE, L.L.C. aka PINERIDGE, LLC by Carl Early Brazell, its member and by Carl Elvin Brazell, its member, sign, seal and deliver the within written Declaration of Restrictive Covenants and that s/he with the other witness whose name is subscribed above witnessed the execution hereof.

Sworn to and subscribed before me this 27 day of December, 2005.

David H. Bogema
Notary Public for South Carolina
My Commission Expires: 5-2-15

Nancy Plummer

Richland County ROD

Richard W. Rodden

The undersigned does hereby request and consent to the within Modification of Restrictions.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 13th day of ~~June~~ July, 2006.

Signed, Sealed and Delivered C and C Builders of Columbia, Inc.
in the Presence of:

James H. Bazemore

by: Cecil Brazell
Cecil Brazell, its President

James H. Bazemore

Bruce Batts

Carolina Traditional Homes, Inc.

Ken Baker

By: Ken Baker
Ken Baker, its President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within-named Pine Ridge, L.L.C. aka Pineridge, LLC, by its duly authorized signatory officer, sign, seal and as its act and deed deliver the within Modification of Restrictions and that (s)he with the other witness subscribed above witnesses the execution thereof.

Sworn to before me this 13th day of ~~June~~ July, 2006.

James H. Bazemore

Bruce Batts

Notary Public of SC
My Commission Expires: 12/17/06

Richland County ROD

Richard W. Rodden