

**FORTY LOVE POINT - PHASE III
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
(AS RECORDED IN RICHLAND COUNTY)**

THIS DECLARATION made this 16th day of December, 2002, by S.W.B., Incorporated., a South Carolina corporation, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant previously developed Phase I and Phase II of a residential subdivision known as Forty Love Point near the Town of White Rock, in the County of Richland, Sate of South Carolina;

WHEREAS, Declarant now desires to develop Phase III of the Forty Love Point Subdivision, consisting of fifty (50) lots in Richland and Lexington Counties (hereinafter referred to as the "Property"); and

WHEREAS, Declarant caused to be recorded certain conditions and restrictions in the ROD Office for Richland County for Phase I in Deed Book D-794 at Page 71, and for Phase II in Deed Book D-967 at Page 201, to provide for the best use and most appropriate development and improvement of the lots within Phase I and Phase II; and

WHEREAS, Declarant also imposed covenants and conditions for the establishment of an association for lot owners within Phase I and Phase II and for the ownership and maintenance of common areas for the joint and beneficial use of lot owners; said covenants and conditions being set forth in that certain Declaration of Covenants, Conditions and Restrictions Forty Love Point dated May 19, 1986, and recorded in Deed Book D-794 at Page 58, as amended by that certain Amendment of Declaration of Covenants and Restrictions Forty Love Point dated October 5, 1988, and recorded in Deed Book D-907 at Page 273, as amended by that certain Second Amendment of Declaration of Covenants and Restrictions Forty Love Point dated February 5, 1990, and recorded in Deed Book D-967 at Page 207, and as amended by that certain Third Amendment of Declaration of Covenants and Restrictions Forty Love Point dated September 26, 2002, and recorded in Record Book 731 at Page 2343; and

WHEREAS, the said covenants and conditions include an obligation for the payment of annual and special assessments or charges for each lot owner as levied by the association of lot owners from time to time; and

WHEREAS, Declarant has now caused the same covenants and conditions as amended to be recorded in the ROD Office for Lexington County in Record Book 7441 at Page 57 (May 19, 1986 Declarations), in Record Book 7741 at Page 70 (October 5, 1986 Amendment), in Record Book 7741 at Page 80 (February 5, 1990 Second Amendment), and in Record Book 7768 at Page 22 (September 26, 2002 Third Amendment); and



WHEREAS, by the Amendment dated October 5, 1988, Declarant added the description of the property that has been developed for Phase III as being subject to the covenants and conditions including the obligation for the payment of assessments; and

WHEREAS, the said covenants and conditions provide in Article IV, Section 7, that the Declarant herein is exempt from payment of any assessments until the termination of its Class B membership for unsold lots, and pursuant to the said Amendment dated October 5, 1988, such Class B membership for unsold lots will not terminate until three (3) years from the date of the first conveyance of a lot within the area now being developed as Phase III.

WHEREAS, Declarant, for the development of Phase III, desires to impose Restrictive Covenants for the preservation of the value of lots within Phase III and to insure the best use and most appropriate development and improvement of said lots;

WHEREAS, to this end, Declarant desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth (sometimes referred to herein collectively as "covenants and restrictions"), all of which are for the benefit of the Property and each owner thereof;

NOW, THEREFORE, in consideration of said benefits to be derived by Declarant and subsequent owners of lots within the Property, the undersigned does hereby establish, publish and declare that the covenants and restrictions hereinafter set forth shall apply to the Property, becoming effective as of the recording date of same and running with the land, and be binding upon all persons now claiming or hereafter owning or claiming an interest in any portion of the Property.

ARTICLE I
Definitions

Section 1. "Architectural Review Committee" shall mean as follows: Until all Lots in Forty Love Point - Phase III have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Review Committee shall mean the Declarant. At such time as all of the Lots in Forty Love Point - Phase III have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, or upon earlier termination by the Declarant in its sole discretion, the Declarant's rights and obligations as the Architectural Review Committee shall forthwith terminate; thereafter, the Architectural Review Committee shall consist of the board of directors of the Association or such other members as the board of directors may appoint. Declarant may terminate its rights and obligations as the Architectural Review Committee at an earlier date than that set forth above upon notice to the Owners.

Section 2. "Association" means Forty Love Point Association, Inc., a South Carolina non-profit corporation, and its successors and assigns.

Section 3. "Forty Love Point - Phase III" means that certain residential community known as Forty Love Point - Phase III, which is being developed on the Property by Declarant in Richland and Lexington Counties, South Carolina, together with such additions thereto as may from time to time be designated by Declarant.

Section 4. "Board" means the board of directors of the Association.

Section 5. "Declarant" means SWB, Incorporated, a South Carolina corporation, or such successor-in-title to SWB, Incorporated, to all or some portion of the property then subjected to this Declaration, provided that in the instrument of conveyance to any successor-in-title, such successor-in-title is expressly designated as the "Declarant" hereunder at the time of such conveyance.

Section 6. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 7. "Lot" means any numbered plot or lot of land comprising a single dwelling site as shown on the Plat or as shown on any plat of land hereafter made subject to this Declaration.

Section 8. "Mortgage" means any mortgage, bill of sale to secure debt, deed to secure debt, deed of trust or any other similar instrument given to secure the payment of an indebtedness.

Section 9. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property.

Section 10. "Persons" means an individual, corporation, partnership, limited liability company, trust or any other legal entity.

Section 11. "Plat" means the Plat entitled Forty Love Point Subdivision - Phase III, Final Plat, prepared by Lucius D. Cobb Senior Land Surveying, Inc. (Lucius D. Cobb, Sr. R.L.S. No. 6039) dated March 12, 2002, last revised July 10, 2002, recorded in the Office of the Register of Deeds for Richland County in Record Book 700 at Page 736, and recorded in the Office of the Register of Deeds for Lexington County in Slide 684 at Page 2.

Section 12. "Property" means Lots 1 through 50 as shown on the Plat.

Section 13. "Structure" means:

3350.287.doc (12.01.02)

a. Any thing or object, the placement 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, playground equipment, playhouses, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, driveway, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvements to such Lot; and

b. Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel to, from, upon or across any Lot.

ARTICLE II Architectural Review

Section 1. Review and Approval of Plans. No Structures shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Review Committee for written approval (i) as to conformity and harmony of external design and general quality with the standards of Forty Love Point - Phase III, and (ii) as to the location and height of Structures in relation to surrounding Structures and topography and finished ground elevation. In the event the Architectural Review Committee fails to approve or disapprove such design and location with forty-five (45) days after said plans and specifications have been submitted in writing, approval by the Architectural Review Committee will not be required.

Unless otherwise approved by the Architectural Review Committee, all Structures and landscaping shall comply with the following general standards:

a. Site location and height of Structures will be subject to consideration of topography, tree cover, elevations visible from streets and other Lots, and similar factors in order to ensure to the extent practical, harmonious development of all Lots.

b. Construction materials such as aluminum siding, pastel brick, "Miami Stone" or similar material, Jalousie windows, light-colored shingles, solar panels and plywood siding will not be allowed except upon approval of the Architectural Review Committee on a case-by-case basis.

c. Areas of front yards which are not developed as planting areas must be planted with grass within ninety (90) days after completion of the dwelling constructed on the Lot. "Front yards" includes all yards facing a street.

d. Artwork, sculptures and other decorative yard fixtures, excepting seasonal decoration such as Christmas decorations, will not be allowed except upon approval by the Architectural Review Committee on a case-by-case basis.

e. Dead trees which pose a hazard to a Structure or a road must be removed during construction. After occupancy, trees that die and pose a hazard to a Structure or a road must be removed within a reasonable time period.

f. All landscaping, whether naturalized or more formal, must be maintained in an attractive condition.

g. Removal of trees more than eight (8) inches in width at diameter breast height and more than ten (10) feet outside the footprint of the approved house plan shall be subject to approval of the Architectural Review Committee.

In addition to the foregoing, the Architectural Review Committee may establish more detailed standards, which shall be binding on all Owners.

Section 2. Plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Committee including, without being limited to:

a. A site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;

b. A floor plan;

c. Exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed;

d. Specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures;

e. Plans for grading; and

f. Plans for landscaping (to be submitted not less than 60 days before anticipated completion of the dwelling).

Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Review Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for using in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be rescinded

thereafter, provided that there has been adherence to, and compliance with, such plans and specifications as approved, and any conditions attached to any such approval.

Neither the Declarant, the Architectural Review Committee nor its members shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Committee, not for any structural defects in any work done according to such plans and specifications approved by the Architectural Review Committee. Further, the Declarant, Architectural Review Committee and its members shall not be liable in damages to anyone submitting plans or specifications for approval under this Article, or to any owner of property affected by the Declaration by reason of mistake in judgment, negligence, gross negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review 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 Declarant, or any member of the Architectural Review Committee, to recover for any such damages.

Any employee or agent of the Architectural Review Committee may, after reasonable notice, at any reasonable time enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration, and neither the Architectural Review Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 3. Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If, in the opinion of the Architectural Review Committee, such violation shall have occurred, the Architectural Review Committee shall, within its discretion, (a) execute a written waiver or variance with respect to the violations, or (b) provide written notice to the owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Architectural Review Committee or Declarant shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. The Architectural Review Committee may assess Thirty (\$30.00) Dollars per day against an Owner for each event of non-compliance or violation, which assessment shall be a lien on the Owner's Lot with the same propriety and with the Board to have the same powers of enforcement as are provided for assessments under Article V hereof.

ARTICLE III

Restrictions and Covenants

The following covenants, conditions, restrictions and easements are hereby imposed on the Property:

Section 1. Residential Use of Property. All Lots shall be used for single family residential purposes only and no business or business activity of any nature shall be carried on or upon any Lot at any time. No Lot may be owned by more than two individuals and, if a Lot is owned by an entity, the ownership of the entity shall be limited to no more than two individuals.

Section 2. Setbacks and Building Lines.

a. The location of all Structures on each Lot shall be subject to the approval of the Architectural Review Committee and shall also comply with the then applicable setback requirements of Richland County or Lexington County, as the case may be, or other applicable jurisdiction. No Structure shall encroach upon the easement areas reserved by Declarant as set forth herein without the prior written approval of the Architectural Review Committee.

b. Walls and Fences. All fences and walls shall be erected, placed, or altered on a Lot only as approved by the Architectural Review Committee; provided, however, no chain-link or welded wire fences may be installed.

c. Subdivision of Lots. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Review Committee, and, in such event, the requirements provided herein shall apply to such Lots as re-subdivided or combined.

d. Terraces, Eaves and Detached Garages. For the purpose of determining compliance or non-compliance with the building setback requirements set forth in subparagraph (a) above, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a dwelling shall not be considered a part of the dwelling. However, the extension of decks and porches shall be considered.

Section 3. Building Requirements. Not more than one single family dwelling shall be erected on any Lot. The enclosed existing heated living space of the main structure, exclusive of unfinished space, open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 2,500 square feet for all dwellings. Finished rooms over a garage shall be included in determining whether the square footage requirement has been met.

Section 4. Obstruction to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

Section 5. Delivery Receptacles and Property Identification Markers. The Architectural Review Committee shall approve the location and design, including color, size, lettering, and other particulars for receptacles for the receipt of mail, newspapers or similarly delivered materials. The Architectural Review Committee may at its option require a uniform design for some or all Lots. Property identification markers are also subject to approval of the Architectural Review Committee.

Section 6. Use of Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the Architectural Review Committee, shall be erected or allowed to remain on any Lot, and no trailer, camper, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this paragraph shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

Section 7. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on an Owner's Lot, with the exception of dogs, cats or other usual and common household pets; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any property located adjacent to the Property may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose in residential Lots. Dogs which are household pets shall, at all times whenever they are outside an Owner's Lot, be confined on a leash held by a responsible person.

Section 8. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots. The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of the Property.

Section 9. Signs. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot. Notwithstanding the foregoing, the Declarant, a realtor with a written listing agreement with an Owner, and an Owner shall be entitled to place "For Sale" signs on Lots as long as such signs are not larger than eighteen (18') inches by twenty-four (24') inches.. At such time as Declarant has sold all lots in Forty Love Point - Phase III, or earlier at the election of Declarant, the approval of signage shall be turned over to the Architectural Review Committee. Thereafter, the Architectural Review Committee shall determine whether "For Sale" signs shall be permitted and the size and design of any permitted signs.

Section 10. Clotheslines, garbage cans and equipment shall be screened to conceal them from view of streets. All residential utility service lines to residences shall be underground.

Section 11. Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair.

Section 12. Antennae. No radio or Television transmission or reception towers, antennae, satellite dishes or similar equipment shall be erected on the Property without the prior written consent of the Architectural Review Committee in its sole discretion.

Section 13. All vehicles must be parked either in a garage or in the driveway serving a Lot, or in other appropriate space on a Lot approved for parking by the Architectural Review Committee. (Nothing herein shall be construed as requiring construction of garages). Provisions must be made by each Owner of a Lot for paved parking for at least two automobiles belonging to occupants and guests. The parking of automobiles on streets for long periods of time during the day and night, except for social gatherings and functions, is prohibited. No commercial vehicles, tractors, or mobile homes (i.e., those having lettering or logos) shall be parked either in a garage or in the driveway except for temporary purposes related to moving activities, and pickup and delivery of merchandise or packages by or to Owner. Motor homes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers and any unregistered vehicles used by the Owner for recreational purposes must be parked entirely within a garage unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of vehicles which may reasonably be parked therein after the alteration is less than the number of vehicles that could have been parked in the garage as originally constructed. Any such vehicle, or recreational vehicle or equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association at the sole expense of the Owner of such vehicle or recreation equipment if it remains in violation for a period of twenty-four (24) hours. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the Owner to receive any notice of said violation shall be grounds for relief of any kind.

Section 14. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If litter or other materials are found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense.

Section 15. Changing Elevations. No 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 or water run-off to other Lots, unless approved in writing by the Architectural Review Committee.

Section 16. Sewage System. Sewage disposal shall be through the sanitary sewer system serving Forty Love Point - Phase III.

Section 17. Water System. Water shall be supplied through the water system serving Forty Love Point - Phase III.

Section 18. Utility Facilities. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone, gas, electricity, CATV and sewage systems, in variance with the provisions of this Declaration.

Section 19. Driveways and Entrances to Garages. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Review Committee and of a uniform quality.

Section 20. Exterior Lighting. Exterior lights shall be subject to written approval in advance by the Architectural Review Committee.

Section 21. Swimming Pools and Tennis Courts. Swimming pools must be in-ground and both swimming pools and tennis courts must be located to the rear of the residence on a Lot, unless a different location is authorized in writing by the Architectural Review Committee. All swimming pools and tennis court installations must conform to the same setback lines and building requirements as dwellings and other buildings.

Section 22. Additions to Lots. In the event any Owner purchases land adjoining his Lot, but not presently within the boundaries of Forty Love Point, such added land shall be deemed annexed into Forty Love Point and subject to the terms and provisions hereof.

Section 23. Guns. The use of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

Section 24. Irrigation. No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Property shall be installed, constructed or operated within the Property.

Section 25. Drainage. No Owner shall do or permit any work, construct any improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern of the Property, except to the extent such alteration and drainage pattern is approved in writing by the Architectural Review Committee or Board and except for rights reserved to Declarant to alter or change the drainage patterns.

Section 26. Construction Regulations of the Architectural Guidelines. All Owners and contractors shall comply with construction guidelines promulgated by the Architectural Review Committee, if any, and shall comply with the requirements of the governmental authority having jurisdiction with Phase III. Owners or their builders may be required to pay a deposit to the Association to secure such performance. Such guidelines may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors and Owners' representatives on the Property at any time; the conservation of landscape materials; and fire protection.

Section 27. Continuity of Construction. All improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within twelve (12) months of commencement, unless an exception is granted in writing by the Architectural Review Committee. If an improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required 12-month period, then after notice and hearing before the Board, the Association may in its discretion impose a fine of up to \$500.00 per day on the Owner of the Lot until construction is resumed, or the improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Board that such abandonment is for circumstances beyond the Owner's control. Such charges shall be a lien upon the Lot with the same priority and with the Board to have the same powers of enforcement as provided for assessments under Article V hereof. Landscaping shall be completed within ninety (90) days after the completion of an improvement on a Lot or a fine of Ten (\$10.00) Dollars per day may be levied by the Board against the Lot Owner.

Section 28. Leasing. The owner of a Lot shall have the right to lease his or her dwelling, subject to the following conditions:

- a. All leases shall be in writing and for a maximum term of ninety (90) days.
- b. The lease shall be specifically subject to this Declaration and any failure of a tenant to comply with this Declaration shall be a default under the lease.
- c. The Owner shall be liable for any violation of this Declaration committed by the Owner's tenant without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant.

Section 29. Well Limitation; Water Supply. No individual water system or well of any type shall be maintained, drilled or permitted on any Lot. The central water supply system operated by Carolina Water Service, its successors or assigns, shall be used as the sole source of water for all purposes on each Lot (including but not limited to water for all water spigots and outlets located within and without all buildings, air-conditioning and heating, irrigation purposes, swimming pools or other exterior uses), and each owner, at his expense, shall connect his water lines to the water distribution main provided to serve the Owner's Lot and shall pay the connection and water meter

charges established by Carolina Water Service, its successors or assigns. After such connection, each owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof.

Section 30. Sewage disposal. Each Owner of a Lot, at his expense, shall connect his sewage disposal line to the sewage collection line provided to serve that Owner's Lot so as to comply with the requirements of such sewage collection and disposal service of Richland County or Lexington County, as the case may be, or their successors or assigns. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No private sewage disposal unit shall be installed or maintained on the land covered by this Covenants.

Only a Letts tank type of individual septic tank shall be permitted on any Lot, unless expressly authorized by Carolina Water Service, Inc, or any successor thereto. Carolina Water Service, Inc, or any successor thereto, shall have the right of access to all portions of the sewer system located within the Property, in accordance with easements as reserved by the Declarant herein, and as shown on all recorded plats. Each Lot shall be assigned a Sewer Tap Certificate at the expense of the Owner of the Lot. The Owner of each Lot shall be subject to all sewer charges assessed upon the Property by Carolina Water Service, Inc, or any successor thereto.

Section 31. No Overhead Wires. All telephone, electric and other utility lines and connections between the main utility lines and the residence or other building located on each Lot shall be concealed and located under ground, unless necessary to maintain existing electrical service by SCE&G. Each Owner requiring an original or additional electric service shall be responsible to complete at his expense the secondary electric service, conduits, wires, conductors and other electric facilities from the point of the applicable transformer to the Owner's improvements, and all of the same shall be underground and remain the property of the Owner of each such Lot.

ARTICLE IV
Easements

Section 1. Utility Easements. Declarant hereby reserves and declares the following utility easements within and affecting the Property: (i) all those certain areas or strips of land lying within or along the boundaries of a Lot as more fully shown and/or delineated on the Plat, and (ii) an area fifteen (15') feet in width along the front (roadside) Lot line, an area seven and one-half (7.5') feet in width along each side Lot line, and an area ten (10') feet in width along each rear Lot line, for ingress and egress, for installations, replacement, repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, cable television and master communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electricity, telephone, cable television, and other communication services to install and maintain necessary equipment on the Property and to affix and maintain electricity, communications, cable television, and telephone

wires, conduits and circuits under the Property. No water, sewer, gas, telephone, electricity, cable television or communication lines, systems or facilities may be installed or relocated on the surface of the Property unless approved by the Architectural Review Committee. Such utilities temporarily may be installed above ground during construction, if approved by the Architectural Review Committee. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable documents, Declarant shall have the right and authority to grant such easement upon, across, over or under any part or all of the Property over which said easement has been created and reserved without conflicting with the terms of this Declaration. This general easement shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property. The easements set forth herein are reserved solely for Declarant and such utility companies and authorities as Declarant may permit to use such easements. Such easement rights may be waived in full or in part or terminated by Declarant in its sole discretion. Such easement rights shall automatically be transferred to the Association when Declarant conveys the last Lot in Forty Love Point.

Section 2. Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or person to enter upon all streets and upon the Property in the proper performance of their duties.

Section 3. Maintenance Easement. An easement is hereby reserved to the Association and any member of the Board and their respective officers, agents, employees and assigns, upon, across, over, in and under the Lots, and a right to make such use of the Lots, as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to this Declaration, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of improvement on such Lot as required by the Declaration.

Section 4. Drainage Easement. An easement is hereby reserved to the Association, its officers, agent, employees, successors and assigns to enter upon, across, over, in and under any portion of the Property for the purpose of changing, correcting or otherwise modifying the grade or drainage channels on the Property so as to improve the drainage of water. Best efforts shall be made to use this easement so as not to disturb the uses of the Owners and the Association, as applicable, to the extent possible, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a slightly and usable condition as soon as reasonably possible following such work. Any changes must have the prior approval of the Board prior to undertaking such drainage work, which approval shall not be unreasonably withheld.

ARTICLE VI
Enforcement

Section 1. Enforcement. Each 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 Declarant, the Architectural Review 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. Failure by the Declarant, the Architectural Review Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Abatement. In addition to the above rights, the Architectural Review Committee shall have the right to Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. The right of Abatement, as used in this Article, means the right of the Architectural Review Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provision hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Article.

Section 3. Expenses. All expenses incurred by the Architectural Review Committee or the Association in enforcing this Declaration and restrictions, including costs of collection and reasonable attorneys' fees, together with interest thereon at twelve (12%) percent per annum, shall be a binding personal obligation of the Owner violating this Declaration and restrictions.

ARTICLE IX
Damage or Destruction Affecting Lots

In the event of damage or destruction to the improvements located on any Lot, the Owner thereof shall promptly repair and restore the damaged improvements to their condition prior to such damage or destruction. If such repair or restoration is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair and reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then the Association may impose a fine of not less than One Hundred (\$100.00) Dollars per day on the owner of the Lot until repair and reconstruction is commenced, unless the Owner can prove to the satisfaction of the Association that such failure is due to circumstances beyond the Owner's control. Such charges shall be a lien upon the Lot with the same priority and with the Board to have the same powers of enforcement as provided for assessments under Article V hereof.

ARTICLE X
Duration and Amendment

Section 1. Duration. The covenants, restrictions and other provisions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date this Declaration is filed for record in the Office of the Register of Deeds for Richland County, South Carolina, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of seventy-five (75%) percent of the Lots has been recorded, agreeing to abandon or change this Declaration and restrictions in whole or in part.

Section 2. Amendment. Subject to Declarant's rights to amend this Declaration set forth herein, this Declaration may be amended at any time and from time to time only be an agreement signed by the Declarant, if the Declarant still owns one or more Lots, or thereafter by agreement of the Owners of at least seventy-five percent (75%) of the Lots in Forty Love Point - Phase III. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any Mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Register of Deeds for Richland and Lexington Counties, South Carolina. The written consent thereto of any Mortgage holder shall also be filed with such amendment. Every purchaser or grantee of any interest in real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

ARTICLE XI
Miscellaneous

Section 1. Applicable Law. The law of the State of South Carolina shall govern the terms and conditions of this Declaration.

Section 2. Severability. If any term or provision of this Declaration or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the applications thereof shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the other.

Section 4. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

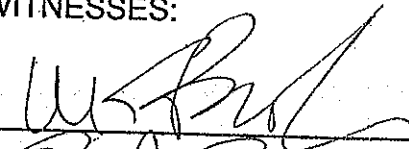
Section 5. Notice. Any notice to an Owner required or permitted to be given pursuant to this Declaration shall be in writing and hand delivered or sent by prepaid mail to the Owner at the Owner's Lot Address, or to such other address as the Owner may designate to the Declarant and the Association. Any such notice shall be effective upon hand delivery or mailing in conformity with this paragraph. If any Owner consists of more than one Person, notice to one Person as provided herein shall be notice to all.

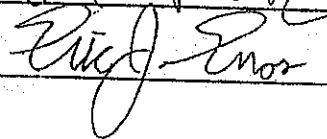
Section 6. Assignment. Declarant may assign all or any part of its rights and reservations hereunder to any successor who takes title to all or part of the Property in a bulk purchase for the purpose of development and sale. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in a written instrument duly recorded in the Offices of the Register of Deeds for Richland and Lexington Counties, South Carolina.

Section 7. Zoning Laws. The provisions of this Declaration, as amended from time to time, are intended to act as the land use controls applicable to the Property, and in the event of a conflict or difference between the provisions hereof and of the Richland County Zoning Ordinance or Lexington County Zoning Ordinance, as the case may be, the terms of this Declaration, as amended, shall control and supersede such Zoning Ordinance. Each Owner, automatically upon the purchase of any portion of the Property, is deemed to waive all protections afforded to him, now or in the future, under the Richland County Zoning Ordinance or Lexington County Zoning Ordinance, as the case may be, to the extent such Zoning Ordinance is at variance with the provisions of this Declaration.

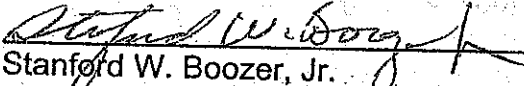
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its corporate name by its officer thereunto duly authorized and its corporate seal properly affixed hereto on the day and year first above written.

WITNESSES:





SWB, Incorporated (SEAL)

By: 
Stanford W. Boozer, Jr.
Its President