



REGENT PARK

RESTATED AND AMENDED
DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS
AND PROVISIONS FOR MEMBERSHIP IN
REGENT PARK
COMMUNITY OWNERS' ASSOCIATION, INC.

RESTATE AND AMENDED
DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS
AND PROVISIONS FOR MEMBERSHIP IN
REGENT PARK
COMMUNITY OWNERS' ASSOCIATION, INC.

BY
REGENT PARK CORPORATION, DECLARANT
Joinders of Other Parties to this Instrument
Attached as Exhibit "B"

PREPARED BY:

REGENT PARK CORPORATION
3000 Heritage Parkway
Fort Mill, South Carolina 29715

BETHEA, JORDAN & GRIFFIN, P.A.
Marty D. Propst
Offices at:
Hilton Head Island, South Carolina
(803) 785-2171

and

Charlotte, North Carolina
(704) 556-0818

RECORDED
RECORD
VOL. 1070-87

TABLE OF CONTENTS

SUBJECT	PAGE
Declaration.....	1
Part One, General References	
Article I Definitions.....	2
Article II Property Description/General Plan Development.....	4
Part Two, Land Use Restrictions	
Article III General Land Use Restrictions and Obligations.....	6
Article IV Environmental Controls.....	13
Article V Special Restrictions Affecting Golf Fairway; Residential Areas.....	15
Article VI Special Restrictions Affecting Open Space.....	17
Part Three, Provisions for Regent Park Community Owners' Association	
Article VII Membership and Voting Rights in the Association.....	18
Article VIII Property Rights and Common Property.....	20
Article IX Covenant for Maintenance Assessments.....	22
Article X Functions of Association.....	25
Article XI Rules and Regulations.....	31
Part Four, General Provisions	
Article XII General Rights Reserved by Declarant.....	33
Article XIII Mortgage Provisions.....	36
Article XIV Amendments.....	38
Article XV Notice.....	40
Article XVI Enforcement, Severability and Interpretation.....	40
Exhibits	
"A" - Description of Lands Submitted to Covenant Pursuant to Article II, Sections 2.1 and 2.2 (Manor Lake).....	45
"B" - Joinder of Manor Lake Development, Inc. to Restated Regent Park Covenants.....	45
First Amendment to Amended and Restated Declaration of Covenants.....	49
Second Amendment to Amended and Restated Declaration of Covenants.....	52
Third Amendment to Amended and Restated Declaration of Covenants.....	56
Fourth Amendment to Amended and Restated Declaration of Covenants.....	59

STATE OF SOUTH CAROLINA) *AMENDED AND RESTATED*
) DECLARATION OF COVENANTS,
 COUNTY OF YORK) RESTRICTIONS AND LIMITATIONS
) AND PROVISIONS FOR MEMBERSHIP IN
) REGENT PARK COMMUNITY OWNERS'
) ASSOCIATION, INC.

THIS DECLARATION, is made this 8th day of August, 1994, by REGENT PARK CORPORATION (hereinafter referred to as "Declarant") of Ft. Mill Township, York County, South Carolina.

W I T N E S S E T H:

WHEREAS, Regent Park Corporation, a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands (hereinafter referred to as the "Property") described in Article II of this Declaration, located partly within Fort Mill Township, York County, South Carolina, and partly in Lancaster County, South Carolina, and Mecklenburg County, North Carolina; and

WHEREAS, Declarant desires to develop its properties in a coordinated manner, with provisions for certain common areas, common access ways and common regulations and cost sharing, all as more particularly set forth herein; and

WHEREAS, Declarant finds that private controls over the use of the land are an effective means of establishing, preserving, maintaining and, in some instances, enhancing, the economic or intangible values pertaining to the use and enjoyment of the Property and, to this end, Declarant desires to establish on the Property certain private land use controls, conditions, restrictions, equitable servitudes, encumbrances; affirmative obligations, burdens, benefits, reservations, easements, assessments, charges and liens (hereinafter referred to as the "Declaration" or these "Covenants"); and

WHEREAS, Declarant deems it desirable to provide a mechanism for the proper administration of these Covenants, including, but not limited to, the ownership, operation and maintenance of common facilities on the Property, the performance of acts of maintenance, administration, assessment, enforcement and other activities set forth in these Covenants and other mandated and discretionary functions consistent with the purpose of these Covenants which benefit the Property; and

WHEREAS, in connection with the need for such a mechanism, Declarant has caused or will cause to be incorporated under the laws of the State of South Carolina a non-profit corporation, Regent Park Community Owners' Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth; and

WHEREAS, Declarant made, published and recorded a Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners'

Association, Inc., said Declaration being dated April 18, 1994, which Declaration was recorded in the Office of the Clerk of Court for York County, South Carolina in Records Volume 987 at Page 105; and

WHEREAS, Declarant pursuant to Article XIV of the heretofore recorded Covenants and the Covenants below reserved and reserves the right to unilaterally amend the Covenants for any purpose, provided the amendment has no material adverse effect upon any right of any Owner, and Declarant has chosen to hereby make and incorporate in this Amended and Restated Declaration certain amendments to Section 3.1(f) of Article III, Section 10.10 of Article X, and Sub-Sections 4.4(b), (c), and (d) of Article IV of the previously recorded Covenants; and

WHEREAS, Declarant herein also submits and subjects to these Covenants the additional lands as included within the descriptions of Exhibit "A," said additional lands being submitted in accordance with Article II, Section 2.2 of the heretofore recorded Covenants and the Covenants as set forth below.

NOW, THEREFORE, Declarant hereby declares that the Property hereof is and shall be held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied, possessed, mortgaged, encumbered and used subject to these Covenants. These Covenants, the benefits of these Covenants, and the affirmative and negative burdens of these Covenants, whether pertaining to items, benefits and obligations presently existing or to be created or executed in the future, do and shall, in equity and at law, touch and concern, benefit and burden, and run with the land and any estates in the land herein referred to as the Property, and these Covenants are intended to be covenants and servitudes burdening and benefiting all persons now or hereafter deriving a real property estate in the Property whether by assignment, succession or inheritance or other method of conveyance.

PART ONE GENERAL REFERENCES

ARTICLE I: Definitions

Section 1.1: Definitions. The following words and terms, when used in this Declaration, or any supplemental Declaration, unless the context clearly shall indicate otherwise, shall have the following meanings.

- (a) "Architectural Review Board ("ARB") means the architectural review board described in Section 3.2 of this Declaration

(b) "Association" shall mean and refer to Regent Park Community Owners' Association, Inc., a South Carolina non-profit corporation which Declarant has formed or will cause to be formed.

(c) "Board" means the Board of Directors of the Association as defined in the By-Laws of the Association.

(d) "Common Property" shall mean and refer to those areas of land with any improvements thereon which are deeded to the Association and designated in said deed as Common Property. The term "Common Property" shall include any personal property acquired by the Association, if said property is designated as "Common Property." All Common Property are to be devoted to and intended for the common use and enjoyment of the Owners of the Properties. Common Properties shall not include regime common properties, but shall include Limited Common Properties as described in Section 8.2. The term "Common Property" shall also refer to all areas provided for common use and enjoyment of Members, and designated as Common Property on the plats referred to in EXHIBIT "A" or any other approved plat or master plan of Regent Park evidencing a specific intent to designate Common Property, whether or not such property has been actually conveyed to the Association, and whether or not such Common Property are presently designated on the existing master plan or subsequently designated by Declarant, which shall be at Declarant's sole discretion. Declarant may likewise modify any Common Property designation prior to actual conveyance to the Association, at Declarant's discretion.

(e) "Declarant" shall mean and refer to Regent Park Corporation and its successors and assigns other than purchasers of Dwelling Units and Lots within the Property.

(f) "Dwelling Unit" shall mean any improved property which is a dwelling, whether attached or unattached, whether occupied or unoccupied, including any single family detached dwelling, patio home, condominium unit, townhouse unit, cooperative apartment unit or apartment unit intended for use as a single private residential dwelling within the Property occupied by no more than two people who are unrelated by familial status.

(g) "Lot" shall mean and refer to any parcel of land within the Property owned by Declarant at the date of this Declaration and intended to be conveyed in the future to others other than the Association, as well as to any previously conveyed parcel of land within the Property which may be voluntarily submitted to this Declaration by the execution and recording of appropriate amendments to this Declaration.

(h) "Member" shall mean and refer to all those Owners who are Members of the Association as provided herein.

(i) "Owner" shall mean and refer to the record Owner whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any Dwelling Units and Lots situated upon the Property, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of the Owner.

(j) "Property" or "Properties" shall mean and refer to the real property described in Article II hereof.

ARTICLE II: Property Description/General Plan of Development

Section 2.1: The Property. The real property ("the Property") which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants, is described in EXHIBIT "A" to these Covenants.

Section 2.2: Additional Property. In addition to the Property described in Section 2.1 above, wherever used in these Covenants the term "the Property" shall also mean and refer to all property which may be contiguous to the Property or located nearby, if such property is voluntarily submitted hereunder: (1) by Declarant, without consent of the Association; or (2) by the owner(s) of such property if Declarant is not the owner, with the consent of Declarant hereunder, its successors or assigns; or (3) by contractual written agreement between the Association and another property owners association and/or regime as provided in Section 2.4 hereinbelow, with the consent of Declarant hereunder, its successors and assigns. The intent of this Section is that Declarant shall have the unrestricted right to submit additional property to these Covenants. Such submission of additional property herein shall become effective upon filing a document of record in the public land records of the county and state in which the additional property is located, executed in recordable form, by the property owner and Declarant, describing such property and stating the intent to be bound hereby and submitted hereunder.

Section 2.3: Excluded Property. It is specifically noted by Declarant that as of the time of filing this Declaration, much of the land lying subject to these Covenants is within the overall conceptual master plan area known as New Heritage USA, has not been included with the EXHIBIT "A" property and is not subject to the Covenants. Nonetheless, these properties may subsequently be developed by Declarant, at Declarant's sole discretion, or may be at Declarant's discretion, at sometime in the future, be made subject to these Covenants. It is further disclosed by Declarant that certain parcels or tracts of land lying within or in the vicinity of the master planned area known as New Heritage USA will be retained or developed by Declarant for the purpose of operation of resort and commercial operations, and recreational amenities, including hotel, retail, golf course facilities, and theme attractions, and that these specific properties may not be subject to the Declaration.

Section 2.4: Annexation of Additional Property by Contract. As stated in Section 2.1 above, property not included in the Exhibit "A" Property which is subject to other covenants creating a property owners' association or horizontal property regime may subsequently be submitted and added to the Property subject to this Declaration. With the consent of Declarant hereunder, its successors and assigns, a property owners association and/or horizontal property regime may enter into a non-revocable written contractual agreement for said purposes with the Association, the term of which shall be mutually agreeable to the Association and the other association/regime and not to exceed the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of President Bill Clinton and the original Owners of Dwelling Units and Lots in the Property. Said agreement shall provide that the contracting association or regime shall pay to the Association when due amounts equal to the assessments or charges levied by the Association and authorized by this Declaration multiplied as applicable by the number of Lots and Dwelling Units within such association or association or regime, and such obligation for payment of assessments shall be that of the contracting association or regime notwithstanding any other provision of this Declaration. The owners of Lots and Dwelling Units within the property owners' association or regime shall, however, be Members of the Association and shall have all voting rights as provided herein so long as their association or regime fulfills its obligations under its agreement with the Association.

Section 2.5: General Plan of Development.

(a) For purposes of these Covenants the phrase "master plan" shall mean and refer to conceptual master plans, general land use maps, advertising brochures, designs and drawings commissioned by Declarant and prepared by landscape architects, planners, designers, engineers, graphic illustrators and artists and similar professionals displaying possible future uses of the Property, prepared as an aid for orderly development of the Property or as part of its communications with the public and property purchasers, or as part of its research programs undertaken by Declarant for future development of the Property. Declarant intends to develop the Property in accordance with its own conceptual master plan, as modified from time to time, as a resort and residential community featuring resort and recreational facilities, various amenities and attractions, and any other lawful activities which Declarant deems appropriate as uses for such property. The Declarant's master plans for the Property will often necessarily overlap with its master planning for other properties included within the New Heritage USA development. Declarant reserves the right to review and modify its master plans at its sole option from time to time both prior to and after construction of any improvements.

(b) Declarant shall not be required to follow any pre-determined sequence or order of improvements and developments; and may bring within the plan of these Covenants additional lands and develop the same before completing the development of the Property.

(c) Other than as stated in this Section 2.5, Declarant shall have full power to add to, subtract from, or make changes in its master plan. No implied reciprocal equitable servitudes or easements shall arise with respect to any lands retained by Declarant.

(d) In general, all future Owners of Lots and Dwelling Units within the Property and Members of the Association recognize that Declarant will have portions of the Regent Park and New Heritage USA properties under development for an extended period of time. As part of the development process, it is understood that the quiet enjoyment of the Property may be interfered with from time to time to some extent by construction operations. Further, Owners and their family, invitees, and agents may be restricted from certain areas under construction, and neither the Declarant, its agents, successors and assigns, shall be liable for any damage, loss or injury to any person or property upon failure of such parties to obey posted signs restricting access and use of said areas. As stated above, Declarant has presented to the public certain renderings, plans, and models showing possible future development of the Property and, as of the date of this Declaration, has constructed certain improvements and facilities in the form of roadways, common areas, recreational facilities. Declarant does not warrant in any way the designs in those renderings, plans or models or how any portions of the future improvements to the Property will actually be developed or how any portions of the existing improvements may be modified. All purchasers of Lots or Dwelling Units within the Property accept that any such renderings, plans or models are preliminary and in no way represent the final development plan of the Property. All Owners further agree that Declarant shall have the sole right of design, construction, development, improvement and modification of existing improvements of the Property.

DECLARANT EXPRESSLY DISCLAIMS THAT ANY RIGHTS SHALL ARISE, OR ANY RESTRAINTS BE CREATED, BY ANY REFERENCE OR DEPICTION OF LAND USE AS SHOWN ON ANY MASTER PLAN.

PART TWO
LAND USE RESTRICTIONS

ARTICLE III:
General Land Use Restrictions and Obligations

Section 3.1: Architectural Review of Specifications for New Construction or Additions, Reconstructions, Alterations or Changes to Structures, Landscaping and Siting.

(a) No building, fence or other structure or landscaping element shall be erected, placed or altered on said Property until the proposed building plans, specifications, exterior color and finish, landscape plan, site development and drainage plan (showing proposed location of such building or structure, setbacks, open space, drives, landscape elements, patios, decks and parking areas) and construction schedule shall have been approved in writing by Declarant, its successors or assigns. Refusal of approval of plans, location or specifications may be based by Declarant upon any reasonable grounds, including purely aesthetic considerations, which in the sole discretion of Declarant shall seem sufficient.

(b) No alterations in the exterior appearance of any building, landscape element or structure shall be made without like approval by Declarant. One (1) copy of all plans

and related data shall be furnished to Declarant, or its agent, for its records and a reasonable fee may be required at the time of submission to cover costs of plan review by professionals.

(c) Among other items, design guidelines may include suggested or required building materials, colors, setbacks, buffers, paving materials, plant materials, light fixtures, signs and graphics, benches, trash receptacles, etc.

(d) The placing of individual, private mailboxes upon Lots may be totally prohibited, or at Declarant's discretion, mandatory guidelines regulating the size, color or siting and construction of all mailboxes may be adopted. Declarant may also choose to supply and install standard mailboxes for the Lot Owner and require reimbursement for its costs of same.

(e) To assure that buildings and other structures will be located so that reasonable view, privacy and breeze will be available to the largest practical number of structures built within the Property and that structures will be located with regard to the topography of each property taking into consideration the location of large trees as well as structures previously built or approved pursuant to this Article for adjacent parcels of land, and other aesthetic and environmental considerations, the Declarant shall have the right to approve (subject to the provisions of the pertinent law) the precise site and location of any structure within the Property. The location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site.

(f) *[Sub-section (f) of Section 3.1, Article III as set forth in previously recorded Covenants is hereby deleted and removed from these Covenants.]*

Section 3.2: Architectural Review Board. Declarant may establish and periodically appoint the members of an Architectural Review Board ("ARB") to function as its agent for the purpose of reviewing and approving all activities which are made subject to Declarant's approval by this Section. At any time after the activation of the Owners' Association as hereinafter provided, Declarant may, in its sole discretion, delegate and assign unto the Association the right and duty of maintaining and administering the ARB. The Declarant, and the Association upon delegation and assignment of the ARB by the Declarant, may from time to time delegate the responsibilities of ARB administration and decision making as to certain areas of the Property or certain aspects of review set forth in Section 3.2 to Regime or other Owner Associations which have jurisdiction over the Lot which is the subject of the review application. The ARB shall be composed of three to five members, at Declarant's discretion, the members of which need not be Owners of Dwelling Units or Lots within the Property, and such members shall serve for staggered terms of three (3) years. Standards for review may be published by the ARB and made available to Owners or prospective Owners for the cost of publication. No approval of plans, location or specifications, and no publication of architectural standards bulletins by the Declarant or the ARB shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed building or that such standards comply with pertinent law. Any established standards

or guidelines may be changed from time to time at the discretion of the ARB or Declarant, without prior notice. If additional property is submitted to these Covenants in the future, Declarant may submit such property subject to the same guidelines and review process, or establish such other guidelines and review process as Declarant may deem appropriate for such additional property, at Declarant's discretion.

DECLARANT SHALL ASSUME NO RESPONSIBILITY FOR THE ACTIONS OR INACTIONS OF THE ARB AND/OR THE ASSOCIATION AND ALL OWNERS AGREE TO HOLD DECLARANT HARMLESS IN THE EVENT OF ANY DAMAGES SUFFERED THEREBY.

Section 3.3: Exterior Antennas and Towers. No television antennas, radio antennas, satellite receivers or other rooftop device may be placed upon any Dwelling Unit or Lot; provided, however, that such devices may be allowed by Declarant, at its discretion. In those cases when such devices are allowed, Declarant shall have the right to regulate height, location and other aesthetic features, including the right to require appropriate natural or artificial screening.

Section 3.4: Tree Removal. No trees measuring six (6") inches or more in diameter at a distance of four (4') feet above ground level may be removed without the written approval of Declarant, unless located within ten (10') feet of a building or within ten (10') feet of an approved site for such building.

Section 3.5: Screening. Owners must construct a screening fence or natural buffer to shield and hide from view any trash receptacles, fuel tanks, electric and gas meters, air-conditioning equipment and similar outside functions. Plans for such fence or screening delineating the size, design, texture, appearance and location must be approved by Declarant or the ARB prior to construction.

Section 3.6: Fuel Storage and Garbage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and they may be installed only within the screened area required in Section 3.6 herein, or buried underground. Further, Declarant, or the ARB, reserves the right to approve the size and location of any garbage receptacles, together with mandatory, appropriate screening.

Section 3.7: Minimizing Construction Disturbances. During the continuance of construction, the Property Owner and the contractor shall maintain the Lot in a clean and uncluttered condition, and construction, both exterior and interior, may not commence before 7:00 a.m. or be continued after 7:00 p.m. Monday through Saturday, and is not permitted on Sunday; provided, however, Declarant, upon submission of a request by a property owner, may in its discretion allow additional weekend work based upon the factors existing at that time.

Section 3.8: Temporary Structures, Outbuilding and Construction Site Clean-Up. No structure of temporary character shall be placed upon said Property at any time without written permission of the Declarant, provided, however, that this prohibition shall not apply to

shelters used by the contractor during the construction of any main building; it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on said Property after completion of construction. After completion of construction, it shall be the sole responsibility of the Owner to insure that all temporary structures are removed immediately and that the site is cleaned up and placed in good order immediately. The design and color of structures temporarily placed on said Property by a contractor or subcontractor shall be subject to the reasonable aesthetic control of Declarant or the ARB. No trailer, tent, barn, treehouse or other similar vehicle, outbuildings or structure shall be placed on said Property at any time, either temporarily or permanently, without the written permission and approval of Declarant or the ARB.

Section 3.9: Lot Coverage. Lot coverage may be one of the considerations in the ARB review process. In calculating the Lot coverage, the square footage comprising the approved detached buildings and paved areas and any area covered by an awning or the like which serve the function of the building shall be included. Lot coverage may be further restricted, as necessary, to comply with any governmental standards applicable to a particular site or to the master planned area.

Section 3.10: Water and Sewage. No structure may be erected on the Property unless suitable provisions have been made for water and the disposal of sewage by each Property Owner and said provisions have been approved by the Declarant or the Association following consideration by the ARB. No private potable water or irrigation wells may be drilled or maintained on the Property by anyone other than the Declarant or its assigns. Provided however, that this prohibition is not intended to prevent the Declarant or the ARB from approving heating and air conditioning systems which include a groundwater well system.

Section 3.11: Water Conservation. In light of the desire to achieve the greatest public benefit for domestic water use, sanitation and fire protection, the Declarant shall have certain reserved rights with respect to water conservation. In the absence of local or state regulatory action, in conjunction with such regulatory action, or as a supplement to such regulatory action, the Declarant may adopt regulations and restrictions regarding water conservation measures and make these part of the design criteria in the ARB approval process, e.g. water saving devices, and specific irrigation devices such as the "slow leaky pipe", etc. and/or part of the enforcement provisions of Declarant and Association in these Covenants, e.g. restrictions on water consumption in periods of drought.

Section 3.12: Waterfront Setback Requirements. Setback requirements will be addressed at the time of ARB review and the proposed plans for construction must comply with all regulatory setback requirements, at a minimum. The Declarant may have the right, in its sole discretion, to establish more stringent setback requirements if the situation calls for it.

Section 3.13: Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or pastured on the Property; provided, that Owners shall be initially entitled to a conditional license issued by the Association for a maximum of three (3) household pets kept in any one residence. In order to preserve the aesthetic qualities of the Property, to

maintain sanitary conditions on the Property, to prevent the spread of worms and infectious diseases on the Property, to maintain a proper respect for other Property Owners and users of the Property, and to maximize the overall use and enjoyment of the Property, each person who keeps a pet within a Dwelling Unit shall abide by municipal ordinances and rules and regulations established by the Declarant or the Association from time to time. The breach of any of these ordinances, rules and regulations shall be a noxious and offensive activity constituting a nuisance and the Association's Board may, upon their sole determination, revoke or terminate the above conditional license and require removal of the pet(s) from the Lot and the Property.

Section 3.14: Completion of Construction. The exterior of all structures must be completed within nine (9) months after the construction of same shall have commenced, except where such completion is impossible, impractical or would result in great hardship to the Owner of a building due to strikes, fires, national emergency or natural calamities, or when an extension has been granted to the Owner by the ARB for other special circumstances. Substantially all of the landscaping shown in plans submitted to the ARB must be completed within two (2) months of the date of issuance of the County Certificate of Occupancy for the structure. As a condition of approval of proposed plans for all structures, a bond may be required by the ARB which guarantees payment of the landscape installation contractor's estimated cost of installation to implement the plan as submitted and approved by the ARB. The builder's letting of a contract for the installation of the full landscaping plan by the end of the first full winter shall be a condition of any occupancy of the structures.

Section 3.15: Unsightly Conditions. It shall be the responsibility of the Owner, his successors and assigns to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on said Property which shall tend to substantially decrease the beauty of the neighborhood.

Section 3.16: Offensive Activity. No noxious or offensive activity shall be carried on upon said Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the other property in the neighborhood by the Owners thereof. Property Owners shall have the affirmative duty to prevent the release of obnoxious smells and odors which might tend to adversely affect the rights of other Property Owners to reasonable use and enjoyment of their Dwelling Unit or Lot.

Section 3.17: Willful Destruction of Wildlife. No hunting shall be allowed on the Property, except under controlled conditions approved by the Declarant or the Association and appropriate governmental wildlife authorities for the purpose of protecting Property Owners, the public and other animals against health hazards, disease, over-population of wildlife and significant wildlife predation. Depletion of wildlife stock which results from the process of planned development shall not be deemed to be a violation of this Section.

Section 3.18: Other Buildings. No mobile homes, trailer, tent, barn or similar out building, vehicle or structure shall be placed on any Lot or at any Dwelling Unit at any time, either temporarily or permanently without prior approval from Declarant or ARB and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly, and efficient construction during a construction process only.

Section 3.19: Signs. No commercial signs, including "for rent" or "for sale" and other similar signs, shall be erected or maintained (inside or outside a structure) on said Property by anyone, including, but not limited to, the Owner, a real estate agent, a contractor or subcontractor, except with the written permission of Declarant or the ARB, or except as may be required by legal proceedings. If such permission is granted, Declarant reserves the right to restrict size, color and content of such signs.

Section 3.20: Restrictions on Use of Roadways. Subject to the rights of ingress and egress of Property Owners and guests, Declarant and its successors shall have the powers to place any reasonable restrictions upon the use of the private roadways within the Property and leading through lands owned or managed by Declarant to the Property, including but not limited to restrictions pertaining to the speeds of vehicles, traffic and parking regulations and noise levels of vehicles. The fact that such restrictions on the use of the roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Property shall not make such restrictions unreasonable.

Section 3.21: Restrictions on Types of Vehicles. No boats, boat trailers, camper trailers, recreational vehicles, heavy duty trucks as defined below, or utility trailers may be maintained on the Property without prior written approval of the Declarant or ARB, or unless parked within areas specifically approved by Declarant for such vehicles, or stored in garages at residences with the garage door closed at all times so that such vehicle cannot be seen from the exterior of the residence. Said prohibition shall not include service vehicles owned or used by Declarant or Association. The term "heavy duty truck" as used herein is intended to refer to those vehicles having a gross weight of 8,000 pounds or more or having an empty weight of 5,000 pounds or more which are capable of being used for commercial purposes such as transporting goods, moving heavy articles, or hauling quantities of cargo. This is not intended to include attractive vehicles driven and maintained primarily as a means of transportation, such as dual purpose vehicles like station wagons, mini-vans, jeeps, sport utility trucks/vehicles, and other pick-up type trucks of three-quarter (3/4) ton or less that do not have exposed signage or logo other than discreet identification approved by the Declarant or ARB and do not have exposed equipment or supplies.

Section 3.22: Landscaping Maintenance. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Dwelling Units and Lots and all portions of the Property and any improvements placed thereon shall at all times be maintained in a neat and attractive condition. Landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance. In order to implement effective

control, Declarant and/or Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash, which in the opinion of the Board detracts from the overall beauty and safety of the Property, in accordance with the provisions of these Covenants, and, further, to conduct such landscaping and landscaping maintenance activities as may be authorized as a common expense under these Covenants and the By-Laws. In the event that Declarant or the Association deems it necessary to enter upon any Lot to correct any unsightly, unkept or unsafe condition, as set forth above, all expenses incurred in such corrective action shall be the responsibility of the Owner, and such expenses may be charged and collected in like manner against such Owner as an assessment obligation.

Section 3.23: Right of Entry. Whenever Declarant or the Association is permitted by these Covenants to correct, repair, clean, preserve, clear out, or do any action on said Property, entering the Property and taking such action shall not be deemed a trespass.

Section 3.24: Subdivision/Consolidation of Property.

(a) Once a Lot has been conveyed by the Declarant to an Owner, the Property shall not be further subdivided nor its boundary lines changed, except with the written consent of Declarant; provided, however, that nothing contained herein shall be construed to prohibit the Declarant the right to re-plat any Lot or Lots which are owned by the Declarant into one (1), two (2) or more lots by subdivision, consolidation or reconfiguration, and the Declarant may take such other steps as are reasonably necessary to make such re-platted Lot(s) suitable and fit for use for its originally intended purpose. Such steps may include but are not limited to the relocation of easements, walkways, and rights-of-way to conform to the new boundaries of said re-platted Lots.

(b) In the event of an Owner or Owners owning two or more contiguous lots, said Owner(s) may apply to Declarant for a consolidation of the two or more lots into one or more. At its discretion, Declarant may then take such steps as are reasonably necessary to make this consolidation of record at the requesting Owner's cost and expense. Upon consolidation, the lot will be considered one lot for purposes of ARB guidelines; however, it will continue to be considered two lots for purposes of the assessments as referenced hereinbelow.

Section 3.25: Interval Ownership, Timesharing and Devices to Effect Interval Ownership. No time sharing or other forms of interval ownership, including, but not limited to that defined under the Vacation Time Sharing Act, as codified in title 27, Chapter 32 of the South Carolina Code at the time this Declaration is recorded, shall be permitted on the Property without prior written approval of the Declarant. Except as acquired by will or inheritance or operation of law or as may be permitted in writing by the Declarant, no Lot or Dwelling Unit, or part thereof, may be conveyed, devised or assigned, in one transaction or a series of transactions, so that the Dwelling Unit or Lot is owned by more than four (4) persons at one time. For purposes of this Section, a married couple and children (under twenty-five (25) years old) residing with the couple constitute a single owner. A Dwelling Unit or Lot may be owned

by a corporation or a partnership only if there are no more than four natural persons as shareholders or partners. The purpose of this subparagraph is to preclude improved Lots and Dwelling Units from being sold or held under devices designed to effect Vacation Time Sharing, Interval Ownership or similar right-to-use programs unless expressly permitted by the Declarant as herein provided.

ARTICLE IV:
Environmental Controls

Section 4.1: Topography and Vegetation. Topographic and vegetation characteristics of a Lot shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Declarant or ARB.

Section 4.2: Certain Controls. To implement effective and adequate erosion control and protect the beauty of the Property, the Declarant, its successors, assigns (including but not limited to the Association), and agents shall have the right to enter upon any property before or after a building or structure has been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Provided, however, that prior to exercising its right to enter upon the property for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices, the Declarant or Association, as the case may be, shall give the Owner the opportunity to take any corrective action required by giving the Owner notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by such Owner. If the Owner fails to take the corrective action specified within thirty (30) days after having been notified, the Declarant or Association, as the case may be, may then exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such corrective or erosion prevention measures when performed by the Declarant or the Association, their successors or assigns, on an improved property, shall be paid by the Owner thereof within thirty (30) days after receipt by Owner of an invoice from the Declarant or the Association setting forth the cost of such work. If the Owner fails to voluntarily remit such reimbursement in a timely manner the Declarant or the Association shall be entitled to enforce collection thereof in a court of competent jurisdiction and shall likewise be entitled to collect all costs and expenses of collection, including reasonable attorneys fees incurred by the Declarant or the Association, as applicable, and shall further be entitled to collect a late charge equal to one and one-half percent (1½%) per month of the amount of such invoice from the date of said invoice until fully paid.

To implement effective insect, pest, reptile and woods fire control, the Declarant, its successors, assigns, and agents have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented. In any case which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property, the Declarant, its successors, assigns, and agents shall have the aforementioned rights of entry for the purpose of mowing, removing, clearing, cutting, or

pruning underbrush, weeds or other unsightly growth, removing trash, draining standing water or dispensing pesticides.

The cost of this vegetation, trash, general clean up, and drainage control shall be kept as low as reasonably possible and shall be paid by the respective Owner and the Declarant shall be entitled to exercise the enforced collection rights specified in the preceding paragraph. Such entry shall not be made until thirty (30) days after such Owner has been notified in writing of the need of such work and unless such Owner fails to perform the work within said thirty (30) day period.

The provisions of this Section 4.2 shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any property, to provide garbage or trash removal services, to perform any grading or landscaping work, construct or maintain erosion prevention devices or storm drainage improvements, or to provide water pollution control on any privately owned property. Entrance upon property pursuant to the provisions of this Section 4.2 shall not be deemed a trespass. The rights reserved unto the Declarant in this Section 4.2 shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of this Declaration.

Section 4.3: Erosion in Common Properties. The Declarant, its successors and assigns, shall have the right, but shall not be obligated, to protect all Common Properties from erosion, by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Declarant. The right is likewise reserved to the Declarant to take steps necessary, within Common Properties, to provide and insure adequate drainage ways, to cut fire breaks, and to remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services is to be paid by assessments of the Owners.

Section 4.4: Lake, Pond and Wetland Easements. All lakes, ponds and wetland areas within the Property, lying within designated Common Property, are important aesthetic and functional resources of the overall Property development. To ensure that these important resources remain available for the enjoyment and benefit of all Owners, while not causing undue hardship to any Owner affected, the following rights and easements are hereby reserved:

(a) A non-exclusive easement for ingress, egress and access to the lakes, ponds, and wetland areas within the Property by Declarant, including the right of Declarant to enter upon the designated areas to construct or maintain any improvements deemed necessary to facilitate the access to and enjoyment of the lakes, ponds, and wetland areas. This easement shall be in addition to easements depicted on any recorded plat. For the purposes of this Paragraph, the designated easement areas shall extend landward for twenty (20') feet along or around the entire perimeter of any lake, pond and wetland area, or ten (10') feet if such lesser amount is required as a setback by governmental

ordinance, whether such lake, pond or wetland is presently existing or constructed in the future.

(b) An exclusive right and easement unto Declarant, assignable to the Association or to a utility company or district at Declarant's discretion, to cause treated effluent to be disposed of in wetland areas or lakes, in any manner permitted by law. In conjunction with this right and easement, Declarant and its assigns are also granted the exclusive right to control and dictate the water level to be maintained in all lakes and ponds and the right of access to all such areas to install and maintain any system deemed appropriate by Declarant for the distribution of treated effluent into storage lagoons, ponds, and wetlands.

(c) An exclusive right and easement (i) to pump water from lakes, ponds, and other bodies of water located within the Property for the purpose of irrigating any portions of the New Heritage USA master planned development, including the Property and/or (ii) to drill, install, locate, maintain, and use wells, pumping stations, water towers, siltation basins and tanks, and related water and sewer treatment facilities and systems within the Common Areas, including within any portion of the recreational facilities owned by Declarant. *[Remainder of this Sub-section as set forth in previously recorded Covenants is hereby deleted and removed from these Covenants.]*

(d) *[Sub-section (d) of Section 4.4, Article IV as set forth in previously recorded Covenants is hereby deleted and removed from these Covenants.]*

Section 4.5: Standard of Reasonableness. The rights reserved unto the Declarant in this ARTICLE IV shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of this Declaration.

ARTICLE V:
Special Restrictions Affecting Golf Fairway
Residential Areas

Section 5.1: Landscaping. The landscaping plan for the areas of any Lot within fifty (50') feet of the boundary of the Lot line adjacent to any golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual Lot landscaping plans must be approved by the Declarant, its agents, successors and assigns before implementation. Declarant, and its affiliates, successors, assignees, and designees may, in their sole and absolute discretion,

add to, remove or otherwise modify the landscaping, trees, and other features of any golf course, including changing the location, configuration, size and elevation of the bunkers, fairways and greens, and make any modifications which may diminish or obstruct view of the golf course from any Common Property, Lot, or Dwelling Unit. There shall be no express or implied easements for view purposes, and the owner and/or operator of the golf course shall have no obligation or duty to prune or thin trees or other landscaping to preserve views from the Dwelling Units and Lots over the golf course. Owners of Dwelling Units and Lots may not prune, trim, or otherwise make changes to the landscape or landscaping features of golf course properties without the written consent of the owner or operator of the course.

Section 5.2: Golf Course Maintenance Easement. There is reserved to the Declarant a "Golf Course Maintenance Easement Area" on any Lot adjacent to the fairways or greens of any golf course developed on the Property. This reserved easement shall permit the Declarant, at its election, to go onto any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6") inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Golf Course Maintenance Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within fifty (50') feet of the lot line bordering the fairway, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire Lot until there has been filed with the Declarant or Association a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

Section 5.3: Entry by Golfers. Until such time as a residence is constructed on a Lot, the Declarant, its agents, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the Lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Registered players or their caddies shall not be entitled to enter on any such Lot with a golf cart or other vehicle, nor spend unreasonable time on such Lot, or in any way commit a nuisance while on such Lot. After construction of a residence on a Lot, "Out of Bounds" markers may be placed on said lot at the expense of the Declarant or Association. Lot Owners owning lots adjacent to any golf course to be constructed on the Property recognize and acknowledge that errantly struck golf balls may invade their Lot from time to time. These Lot Owners do hereby agree to hold harmless and indemnify Declarant, its agents, successors and assigns, for any and all claims, expenses, costs, causes of actions, and attorney's fees related thereto with respect to damages caused to person or property by these errantly struck golf balls.

Section 5.4: Prohibited Activities. Owners of golf fairway Lots shall be obligated to refrain from any actions which would detract from the playing qualities of the golf courses or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as the

maintenance of unfenced dogs or other pets on the Lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

Section 5.5: No Reserved Rights. It is anticipated that any golf course which may be constructed adjacent to the Lots will be privately owned and operated and is not intended to be a Common Property of the Association. Ownership of a Lot in itself shall not create any rights of access or ownership to any golf course constructed within the Property, and the Declarant reserves the right to use said golf course as it may choose in its sole discretion including, but not limited to, the right to permit daily fee play, to create a private club, and to hold tournaments open to spectator members of the public.

Section 5.6: Liability. Declarant, or any of its appointees, directors or officers, or its assignees or nominees, shall not in any manner be held liable or responsible, either directly or indirectly, for any damage to a Lot, or to any improvements thereon or personal property, or for any injury to any person due to any golf ball, whether in motion or at rest, which has been driven from the golf course or its environs, and each lot owner, for themselves and their guests and invitees acknowledge that risks of injury to persons or property are inherent to persons or property located upon or in close proximity to a golf course, and agree that they assume all risks resulting therefrom, including but not limited to claims of negligent design of the golf course or the Lots, negligent construction of improvements or location of improvements.

ARTICLE VI:

Special Restrictions Affecting Open Space

Section 6.1: Declarant's Intention for Open Space. Where land planning results in the designation of areas of open space, it is the intent of the Declarant to maintain and enhance (or to convey, subject to open space restrictions, to the Association) those areas, if any, which the Declarant designates as "Open Space" on plats hereafter filed for record in the Office of the Clerk of Court by the Declarant. Open Space shall only be designated as such by the Declarant and in Declarant's sole discretion, and may, but need not necessarily be, also designated as Common Properties at the time of their conveyance to the Association. It is the further intent and purpose of these restrictions and covenants to protect the lakes, ponds and wetlands and to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wetlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring residential areas adjacent to such Open Space, and to afford and enhance recreational opportunities, preserve historical sites and implement generally the master plan for development.

Section 6.2: Erosion Prevention Activities Permitted. The Declarant and the Association shall have the right to protect from erosion the land described as Open Space area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means deemed expedient or necessary by the Declarant or the Association. The right is likewise reserved to the Declarant and to the Association to take necessary steps to provide and insure

adequate drainage ways in Open Space, to cut fire breaks, remove diseased, dead, or dangerous trees and carry out other similar activities. The cost and expense of all such activities undertaken by the Association, or by Declarant acting through the Association, shall be borne by the Association.

Section 6.3: Dumping Prohibited. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space.

Section 6.4: Consistent Rights to Use Reserved. The Declarant expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space, including but not limited to the use of Open Space as sites for festivals and social gatherings, in a manner not inconsistent with the provisions of this Declaration.

Section 6.5: Corrective Action No Trespass. Where the Declarant is permitted by these Covenants to correct, repair, clean, preserve, clear out or to do any action on the Open Space areas entering such property, taking such action shall not be deemed a breach of these Covenants.

Section 6.6: No General Easement Intended. The granting of this easement does in no way grant to the public or to the Owners of any surrounding or adjacent land, the right to enter such Open Space without the express permission of the Declarant.

Section 6.7: No Affirmative Action Required of Declarant. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Declarant, that the Declarant is not bound to make any of the improvements noted herein, or extend to any Owner any service of any kind, except as such may be undertaken at the expense of the Association.

PART THREE
PROVISIONS FOR REGENT PARK COMMUNITY
OWNERS' ASSOCIATION

ARTICLE VII:
Membership and Voting Rights in the Association

Section 7.1: Membership. Declarant, and every person and entity who is a record Owner of a fee simple or undivided fee simple interest in any Lot or Dwelling Unit which is made subject to this Declaration by reference in the initial deed conveyance from Declarant, or which is subsequently submitted to this Declaration by recorded deed covenant, shall be a Member of the Association, provided that any such person or entity holding such title or interest merely as a security for performance of an obligation shall not be a Member of the Association.

Section 7.2: Type of Members. In recognition of the fact that final planning and subdivision of Lots and construction of Dwelling Units within the Property have not been completed, and the fact that Declarant finds it essential to maintain effective control of the Association during the initial development stages, Declarant hereby establishes two (2) classes of voting membership. Members are divided into classes for the sole purpose of computing voting rights and shall in no event vote as a class.

CLASS "A" The Class "A" Membership shall be all those Owners as described in Section 7.1 above, including Declarant. Each Class "A" Member shall have one (1) vote for each residential Lot or Dwelling Unit owned by such Member.

CLASS "B" The Class "B" Member shall be Declarant and any successors or assigns of Declarant's rights hereunder. The Class "B" Member shall have one (1) vote plus one (1) vote for each outstanding Class "A" vote held by any other person or entity. The Class "B" Membership and voting privileges shall cease and terminate for Declarant upon the earlier of: (a) whenever Declarant shall cease to own any Lot or Dwelling Unit within the Property; (b) when, in its sole discretion, the Declarant voluntarily gives up its Class "B" Membership; or (c) on January 1, 2015.

Section 7.3: Quorum for any Action Authorized. The presence at the meeting of any Members, or of proxies, entitled to cast thirty percent (30%) of the total vote of the Class "A" Membership and, for so long as the Class "B" Membership exists, an authorized representative of the Class "B" Member, shall constitute a quorum. If the required quorum is not forthcoming at a meeting, the meeting shall be adjourned and another meeting shall be scheduled for a date not less than ten (10) days nor more than thirty (30) days subsequent to the initial meeting. Written notice of the time and place of the adjourned meeting shall be provided to all Members. The quorum requirement for the adjourned meeting shall be the presence of Members, or of proxies, entitled to cast twenty-five percent (25%) of the total vote of the Class "A" Membership and a representative of the Class "B" Member.

Section 7.4: By-Laws. The By-Laws of the Association have been drawn and approved by Declarant to govern meetings, duties, etc. of the Association. Declarant has hereby caused them to be recorded in the public land records of the counties and state(s) in which the Property is located as EXHIBIT "B" to this Declaration. Recordation shall be deemed to be notice to the Association and all Members thereof.

Section 7.5: Notice of Transfer of Title. Owners shall provide written notice to the Association within thirty (30) days of any transfer of title to a Dwelling Unit or Lot along with an address, telephone number, and other information as requested by the Association for notice and assessment billing purposes.

Section 7.6: Powers and Duties of Declarant/Association. After activation of the Association by Declarant, Declarant shall possess all powers and rights described herein until specifically assigned to Association. In general, Declarant may assign, in whole or in part, any of its reserved rights set forth in these Covenants to the Association by a specific document

which shall be recorded in the public land records of the counties and state(s) in which the Property is located.

ARTICLE VIII:
Property Rights and Common Property

Section 8.1: Members' Easements of Enjoyment. Subject to the provisions of these Covenants and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Property, excepting only Limited Common Property described in Section 8.2 below which may be made available only to certain classifications of Property Owners, and such easement shall be appurtenant to and shall pass with title to every Dwelling Unit and Lot or development parcel within the Property.

Section 8.2: Title to Common Property. Declarant reserves the right to transfer title to the Common Property, at its sole discretion, unto the Association; however, with the exception of roads and right-of-ways jointly used by Declarant and members of the Association, Declarant shall be obligated to convey within a reasonable period of time title to a particular Common Property following completion of improvements and amenities upon it. Upon transfer of title of the Common Property to the Association, the Association shall have the sole responsibility of maintenance, repair, and governing of the Common Property. Prior to such transfer, the Association and its Members shall be responsible for the maintenance and upkeep of all areas which are designated for common use or enjoyment by Members, notwithstanding the fact that title has not yet been conveyed to the Association, unless Declarant has retained the responsibility of maintenance and operation pursuant to Section 9.11 infra (in which case the Association shall reimburse Declarant for the costs and expenses incurred in connection with the members share and use of the property). At the time of Declarant's conveyance of land or improvements as Common Properties, the Declarant reserves the right to restrict use of the Common Property being conveyed to certain classifications or groups of Property Owners; such properties shall then be designated and held by the Association as Limited Common Property. All costs of owning, maintaining and operating a Limited Common Property shall be shared solely by owners of Dwelling Units and Lots to which use of the Limited Common Property is restricted; said costs to be shared by the owners through Supplemental Assessments to be fixed by the Association.

Section 8.3: Extent of Members' Easements. The right and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of Declarant and of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Property and in aid thereof to mortgage their Properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against foreclosure;

(c) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any Member for any period for which any Assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published Rules and Regulations, it being understood that a suspension for either non-payment of any Assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Members' obligation to pay the Assessments;

(d) The right of Declarant to dedicate or transfer to any public or private utility, fee title to or utility easements on or to any part of the Common Property; and

(e) The right of the Association to give or sell all or any part of the Common Property, including a leasehold interest, to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such shall be authorized by the vote of three-fourths (3/4) of the Membership at a duly called meeting and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. A true copy of such Resolution together with a certificate of the vote taken thereon shall be made and acknowledged by the president or vice president and secretary or assistant secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Membership.

Section 8.4: Use of Common Property; Liability of Association and Declarant.

Neither the Association, its directors and officers, Declarant, nor its officers or directors shall be liable to any Owner, their lessees and/or guests for any damage or injury which results from the use of the Property or any rule or regulation promulgated pursuant to these Covenants or the By-Laws. The Common Property is for the exclusive use of the Members of the Association and their guests. The Association, by its Board of Directors, may make such rules and regulations as may be deemed necessary in the future to regulate the use of the Common Property, which rules and regulations shall be binding upon all Members, their guests and

invitees. Although the Association, and, initially, Declarant, will be responsible for the general upkeep and maintenance of the Common Property as provided herein, neither the Association nor Declarant shall be liable for any accident or injury thereupon which may be caused by Acts of God, negligence of parties not employed by the Association or Declarant, or careless or negligent activities of Members or their guests. All parties acquiring an interest in any portion of the Property hereby agree to hold the Association and Declarant harmless from any such accident or injury. All Members and their guests agree and acknowledge that any use of the Common Property shall be at their own risk, without recourse to the Association or Declarant. Any damage to Common Property caused by an Owner or his family or guests shall be the responsibility of the Owner, and Declarant and/or the Association shall have the right to collect for such damages. Nothing shall be done or kept on the Common Property which will increase the rate of insurance on the Common Property without the prior consent of the Association or Declarant. No Owner shall permit anything to be done or kept on the Common Property which might result in the cancellation of insurance on any part of the Common Property, which would interfere with rights of other Owners, which would be noxious, harmful or unreasonably offensive to other Owners or which would be in violation of any governmental statute, ordinance, rule or regulation.

ARTICLE IX:

Covenant for Maintenance Assessments

Section 9.1: Creation of the Lien and Personal Obligation of Assessments. The Owner of each Dwelling Unit and Lot within the Property as described in Article I, Section 1, hereby covenants and by acceptance of a deed thereof shall be deemed to covenant and agree to all of the terms and conditions of these Covenants and to pay the Association: (1) annual assessments or charges, including Supplemental Assessments as described in Section 9.5; and (2) special assessments for the purposes set forth herein; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interests thereon and cost of collection therefor as hereinafter provided shall be a charge and continuing lien on the land and all the improvements thereon against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. In the case of co-ownership of a Dwelling Unit or Lot, all such co-Owners of the Dwelling Unit/ Lot shall be jointly and severally liable for the entire amount of the assessment. The sale or transfer of any Dwelling Unit or Lot shall not affect the assessment lien nor shall such sale or transfer release such Dwelling Unit or Lot from liability for any assessments thereafter becoming due.

Section 9.2: Purpose of Assessments. The assessments levied by the Association shall be used for the improvement, maintenance, and operation of roads, rights-of-way, drainage ways, lighting, signage, security operations and facilities, insect control, vegetation control, drainage systems, open space maintenance, and other Common Property expenses, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions

thereto, and for the cost of labor, equipment, materials, management and supervision thereof and third party services such as legal and accounting. Special assessments shall be used for the purposes set forth in this ARTICLE IX.

Section 9.3: Basis and Maximum of Annual Assessments. The total annual assessment amounts shall be determined by Declarant, at its sole discretion, through the 1998 assessment (calendar) year. Thereafter, the Board of Directors of the Association shall establish the budget and total annual assessment amounts, as further provided in these Covenants and in the Association By-Laws. In all cases, the total annual assessment amount shall be prorated among all Class "A" Members excluding Declarant, in the same proportion as each Member's votes shall bear to the total outstanding Class "A" votes within the Property, excluding those votes of Declarant. No consideration or weight shall be given to the Class "B" votes in establishing assessment liability amounts, and the total annual assessment amount of the Association shall not be prorated among both the Class "A" and Class "B" votes. Beginning in the Association budget for calendar year 1999, the total annual assessment shall not be increased by more than fifteen (15%) percent above the previous year's annual assessment, unless such increase shall be approved by a two-thirds (2/3) vote of the Association's Class "A" Membership.

The initial 1994 calendar year assessment for Dwelling Units and Lots shall be \$240.00.

Section 9.4: Special Assessments for Improvements and Additions. In addition to the annual assessments authorized herein, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, expected repair or replacement of a capital improvement of the Common Property, including the necessary fixtures and personal Property related thereto or additions to the Common Property, provided that any such assessments shall have the assent of two-thirds (2/3) of the vote at a duly called meeting of Members, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Any such duly approved special assessment shall be prorated among Members on the same basis as annual assessments, as described in Section 9.3 above.

Section 9.5: Supplemental Assessments. The Association may levy in addition to the annual assessments for all Dwelling Units and Lots a "Supplemental Assessment" for the purpose of allocating the costs of owning, maintaining and operating a Limited Common Property among owners of properties to which use of a Limited Common Property is restricted; for such purpose the Association may fix Supplemental Assessments in different amounts for classifications of Property Owners entitled to use different Limited Common Properties.

Section 9.6: Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by Declarant through calendar year 1994, to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date of commencement. The assessments for any year, after the

first year, shall become due and payable the first day of January for said year. The due date of any special assessments shall be fixed in the resolution authorizing such assessments.

Section 9.7: Duties of the Board of Directors. In addition to the duties of the Board as set forth in the By-Laws, when the Association assumes the assessment powers as provided above, the Board shall fix the amount of the assessment for each Dwelling Unit and Lot for each year and shall, at that time, prepare a roster of the Owners applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto. Prior to the Association assuming such responsibility, Declarant shall perform the above functions.

Section 9.8: Capitalization of Association/ Reserves. Upon acquisition of record title to a Lot or Dwelling Unit from Declarant, each Owner shall contribute to the capital reserves of the Association an amount equal to two (2) months of the amount of the annual assessment for that Dwelling Unit or Lot. This amount shall be paid to the Association at the time of the conveyance together with an amount equal to the Owner's pro rata share of one year's prepaid insurance as set forth in the line item budget of the Association. Said contributions to the capital reserve accounts shall not thereafter be used for payment of normal operating and maintenance costs of the Regime or Association, but shall be used in the Board's discretion to cover unforeseen capital expenditures of the Regime. The Association shall maintain at all times reserves in amounts sufficient to cover the expense of anticipated maintenance needs of the Common Property.

Section 9.9: Effect of Non-Payment of Assessment; Personal Obligation of Owner; Lien Remedies of the Association. If the assessments as described herein or any financial obligations or reimbursements due from an Owner as set forth in these Covenants are not paid on the date when due, then such assessments or other amounts due shall become delinquent and shall, together with interest thereon at a rate of eighteen percent (18%) per annum (or the maximum interest rate allowable by law) from the due date, and the cost of collection as hereinafter provided, become a charge and continuing lien on the land and on improvements thereon, against which each such assessment is made. The obligation of the Owner at the time of the assessment to pay such assessments, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors-in-title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, or an action to foreclose the lien against his Dwelling Unit/ Lot, or may bring actions to do both, and there shall be added to the amount of said assessment the cost of preparing and filing a complaint in such action as well as any other costs and expenses incurred, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees and costs of the action.

Section 9.10: Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or

hereafter placed on any Dwelling Unit or Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments after becoming due, nor from the lien of subsequent assessments.

Section 9.11: Assessments for Common Property Jointly used by Declarant and Association. It is recognized that there will likely be Common Property which is used by Declarant, its invitees, guests, and lessees, in common with the Association members, i.e. roads and perhaps certain amenities. If the Association maintains and operates such jointly used Common Properties, and incurs expenses associated therewith, Declarant shall be obligated to the Association for assessment. Said assessments shall be equal to the percentage of use made by the Declarant of the Common Property as agreed upon by the Association and Declarant, multiplied by the combined estimated actual maintenance and operating costs to be incurred by the Association during the year and the amount of annual reserves necessary for future maintenance and/or replacement of the Common Property. In lieu of paying said assessments, Declarant may maintain and operate Common Property which has not been conveyed to the Association and the Association shall then be obligated to pay to Declarant its share of the costs equal to its members percentage use of the said Common Property.

Section 9.12: Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from assessments, charges and liens created herein except as otherwise stated in Section 9.11:

(a) The grantee in conveyances made for the purpose of granting utility easements; and

(b) All properties to the extent of any easement therein other than a utility easement dedicated and accepted by a local public authority and devoted to public use; and

(c) All Association Common Property within the Property, whether or not title to such Common Property has been transferred to the Association.

(d) All Dwelling Units and Lots or property owned by Declarant.

ARTICLE X: Functions of Association

Section 10.1: Association. The Association, its successors and assigns, shall be considered: (a) an assignee of Declarant; (b) the authorized and ratified agent of the Owners with respect to the functions specified herein; (c) a third party beneficiary under these Covenants; and

(d) as an Owner of Property subject to these Covenants. The Association and its successors and assigns shall have the standing and authority at law or in equity to carry out and enforce these Covenants.

Section 10.2: Limitation on Duties and Obligations. The Association shall strive to carry out and put into effect the functions and services specified or reasonably implied in this Declaration; however, the functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board with due consideration given to the amount of reserves and revenues available to the Association, and the relative demands upon the resources which the Association can utilize to maintain Common Property and to increase the use and enjoyment of the Property as a whole. The Association shall not be obligated to incur debt or deficits of expenditures over revenues in order to carry out its monetary function.

The Association and its Directors and Officers shall not be liable to any Property Owner, their lessees or guests, for any damage or injury which results from any rule or regulation promulgated pursuant to these Covenants in good faith and reasonable care.

Section 10.3: Powers of the Association. The Association shall have and may exercise any right or privilege given to it expressly in these Covenants or, except to the extent limited by the terms and provisions of these Covenants, given to it by law, and shall have and may exercise every other right or privilege or power and authority necessary or desirable to fulfill its obligations under these Covenants, including the right to engage necessary labor and acquire use of, or purchase necessary property, equipment or facilities; employ personnel necessary to manage the affairs of the Association; obtain and pay for legal, accounting and other professional services as may be necessary or desirable; and to perform any function by, through, or under contractual arrangements, licenses or other arrangements with any governmental entity, private entity, or other owners association within the Property as may be necessary or desirable.

Section 10.4: Ownership and Maintenance of Common Property. The Association shall be authorized to own and maintain Common Property, equipment, furnishings, and improvements devoted to the following uses:

- (a) for roads or parkways, if any, provided they are not transferred to the county or state in which they are located, and landscaped or natural areas along said roads or parkways throughout the Property;
- (b) for sidewalks, walking paths or trails, playing fields or recreational areas, and bicycle paths, if any, throughout the Property;
- (c) for providing any of the services which the Association is authorized to offer hereunder;
- (d) for insect and pest control within the Property; and

(e) for drainage facilities serving the Property.

Section 10.5: Authorized Services. The Association shall be authorized but not required to provide the following services:

(a) cleanup and maintenance of all dwelling unit exteriors, residential lots, roads, roadways, parkways, to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the State and local government, if applicable, and cleanup and maintenance of other Common Property within the Property and also all public properties which are located within or in a reasonable proximity to the Property such that their deterioration would affect the appearance of the Property as a whole.

(b) landscaping of roads and parkways, sidewalks and walking paths and any other Common Property;

(c) lighting of roads, sidewalks and walking paths throughout the Property;

(d) security functions, including but not limited to maintenance of electronic and other security alarm devices and control centers for the protection of persons and property within the Property;

(e) insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;

(f) the services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;

(g) to take any and all actions necessary to enforce all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property;

(h) to administer the ARB in the event that the Association is designated by the Declarant as the agent of the Declarant for such purpose;

(i) to construct improvements on Common Property for use for any of the purposes or as may be required to provide the services as authorized in this ARTICLE;

(j) to provide administrative services including but not limited to: legal; accounting and financial; and communication services informing Members of activities, notice of meetings, referendums, etc., incident to the above-listed services.

Section 10.6: Mortgage and Pledge. The Board shall have the power and authority to borrow money for use by the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association, which loans shall be used by the Association in performing its authorized functions.

Section 10.7: Information. It shall be the responsibility of the Association to make available to Owners and mortgage lenders making loans to Owners, and to holders, insurers or guarantors of any first mortgage on a Dwelling Unit within the Property, current copies of the Declaration, By-Laws, other rules and regulations relating to the Property, and the books, records and financial statements of the Association; provided, that the Association may charge a reasonable fee to cover the cost of copying and administrative time for any copies of information or documents requested. "Available" shall mean available for inspection, upon request, during normal working hours or under other reasonable circumstances. Moreover, if no audited financial statement for the preceding year is available, a mortgage holder shall be allowed to have an audited statement prepared at its own expense.

Section 10.8: Insurance Requirements for Common Properties. The Association shall at all times maintain in full force and effect casualty (hazard, and flood, if applicable) for the Common Properties and liability insurance and fidelity bond coverage for the Association as hereinafter specified:

(a) Hazard Insurance. The hazard coverage required hereunder shall protect at least against loss or damage by fire, wind or all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar structures, including those covered by the standard "all risk" endorsement, and shall likewise include, but shall not necessarily be limited to, the following coverage:

(i) Required Coverage. The Association shall maintain a policy of property insurance, with the premiums being paid as a common expense. The policy must cover all of the Common Property, except for those that are normally excluded from coverage, such as land, foundation, excavation, etc. Fixtures and building service equipment that are considered part of the Common Property, as well as personal property and supplies of the Association, shall be covered. A reasonable deductible shall be determined by the Board each year.

(ii) Amount of Insurance. Insurance should cover the replacement cost of the insured facilities. Coverage does not need to

include land, foundations, excavation or other items that are usually excluded from insurance coverage.

(iii) Special Endorsements. The insurance coverage herein required shall include Agreed Amount, Replacement Cost and Inflation Guard Endorsements when they can be reasonably obtained. Construction code endorsements such as Demolition Costs Endorsements, Contingent Liability from Operation of Building Laws Endorsements and Increased Cost of Construction Endorsements shall be required when reasonably obtainable.

(b) Flood Insurance. If any part of the project is in a flood hazard zone (as defined by the Federal Emergency Management Agency), the Association must maintain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as a common expense. The policy should cover any buildings on Common Property and any other real or personal property of the Association. A reasonable deductible shall be determined by the Board each year. The amount of insurance should be at least equal to the replacement cost of all buildings and other insurable property located in the flood hazard area or, the maximum coverage available for the property under the National Flood Insurance Program.

(c) Liability Insurance. The Association shall maintain a comprehensive general liability insurance policy covering all common areas, public ways and any other areas comprising the Common Property which are under its supervision. The policy shall provide coverage of at least One Million Dollars (\$1,000,000) for bodily injury and property damage for a single occurrence. The liability insurance should provide coverage for the following:

(i) bodily injury and property damage that results from the operation, maintenance or use of the Common Property, and any facilities thereon; and

(ii) any legal liability that results from lawsuits related to employment contracts in which the Association is a party; and

(iii) any legal liability that results from lawsuits against officers and directors in connection with performance of their duties and responsibilities as to the Association in accordance with Section 10.2 below.

The Association's liability policy shall provide for at least ten (10) days' written notice to the Association before the insurer can cancel or substantially modify the policy.

(d) Fidelity Bonds. The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not that person receives compensation for their services. Any management agent retained by the Association that handles funds for the Association shall also be covered by its own fidelity bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. Additionally, the fidelity bond coverage must at least equal the sum of three (3) months' assessments of Dwelling Units and Lots in the Property, plus the Association's reserve funds.

Except for fidelity bonds that a management agent obtains for its personnel, all other bonds shall name the Association as an obligee and shall have their premiums paid as a common expense by the Association.

The bonds must include a provision that calls for ten (10) days' written notice to the Association before the bond can be cancelled or substantially modified for any reason.

Section 10.9: Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer or director in the performance of his duties, except for their own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be, entitled. The Association shall, as a common expense, maintain officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in this Section.

Section 10.10: Owner Required Insurance. Each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall be required to carry blanket all-risk casualty insurance and liability insurance for their Dwelling Unit, unless the owners association of the Lot in which the Dwelling Unit is located carries such insurance; said casualty insurance coverage to be in amounts representing the approximate current replacement costs of the improvements. *[Remainder of this Section 10.10 as set forth in previously recorded Covenants is hereby deleted and removed from these Covenants.]*

ARTICLE XI:
Rules and Regulations

Section 11.1: Establishment of Rules and Regulations. Subject to the provisions hereof, the Association may establish reasonable rules and regulations concerning the use of Dwelling Units, Lots, easement areas, Open Space and the Common Property and facilities located thereon. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rules or regulations are specifically overruled, cancelled or modified by the Board of Directors of the Association or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association.

Section 11.2. Authority and Enforcement. Subject to the provisions of Section 11.3 hereof, upon the violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board of Directors of the Association shall have the power to:

- (a) impose reasonable monetary fines on the Owner guilty of such violation which shall also constitute an equitable charge and a continuing lien upon the properties of such Owner;
 - (b) suspend an Owner's right to vote in the Association;
- and
- (c) suspend an Owner's right to use any Common Property other than the right of ingress and egress and the Board of Directors of the Association shall have the power to impose all or any combination of these sanctions.

An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, tenants or invitees, or by his co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed sixty (60) days as to a Member who is also an Owner.

Section 11.3. Procedure. Except with respect to the failure to pay assessments, the Board of Directors of the Association shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner for violations of the Declaration, the By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:

- (a) Written demand to cease and desist from an alleged violation shall be served upon the person responsible for such violation specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and

(iii) a time period of not less than five (5) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) If the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs within twelve (12) months of such demand, the Board of Directors of the Association may serve such person with written notice of a hearing to be held by the Board of Directors in executive session. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and

(c) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or other individual who delivered such notice. The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

PART FOUR
GENERAL PROVISIONS

ARTICLE XII:
General Rights Reserved by Declarant

Section 12.01: Rights, Easements Retained by Declarant. Declarant reserves unto itself, its successors and assigns a perpetual, alienable, releasable easement and right on, over and under the ground to erect, maintain and use electric, telephone, and cable television poles, wires, cables, conduits, pipes, sewers, water mains, effluent mains, irrigation mains and other suitable equipment, gas, sewer, water or other public conveniences or utilities, on, in or over portions of the Lots within the Property as may reasonably be required for utility line purposes, and such other areas as are shown on the applicable plat. By way of example, Declarant specifically reserves an easement for said utility purposes on the front (roadway) side of each Lot for a depth of ten (10') feet or any other depth as prescribed or required by any law or regulatory authority. It is acknowledged and disclosed that a corporation affiliated with Declarant currently operates and intends to operate the cable television system providing service to the Property, and Declarant may in its sole discretion restrict access of other cable providers based upon its rights as provided above.

Declarant further reserves the right to cut drainways for surface water wherever and whenever such action may appear to Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. Specifically, Declarant reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right, for drainage purposes, in varying dimensions and locations, as may be reasonable and necessary. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

Such rights may be exercised by any licensee of Declarant or may be delegated to the Association, but this reservation shall impose no responsibility upon Declarant to construct or maintain any such utility or service. Declarant expressly reserves the right to transfer said utilities and utility easements, in whole or in part, to another entity, whether public or private, which undertakes to provide such utility service.

Section 12.02: Ingress and Egress; Roadways. The Property Owner is hereby granted a right of unrestricted ingress and egress to and from their Dwelling Unit or Lot; said rights of ingress and egress to be over roads and streets designated as Common Property, whether such streets and roads be owned by the Declarant or have been subsequently conveyed by Declarant to the Association, and, provided, however, that the Property Owner, in accepting title to property conveyed subject to these Covenants, waives all rights of uncontrolled travel over such streets and roads which are provided as 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 Property Owner and successors in title). ✓

Further, it is recognized that as of the date of this Declaration certain roadways have been constructed and, in general, a plan of ingress and egress for the various residential and resort areas within Regent Park and New Heritage USA has been adopted by Declarant. Nonetheless, until the roadways and streets have been conveyed to the Association, it is expressly reserved unto the Declarant the right to modify the current ingress and egress plan within Regent Park and New Heritage USA, including the specific right to close roadways and streets, to re-route vehicular ingress and egress traffic, and, in general, to exercise all rights of control of the general traffic flow pattern within Regent Park and New Heritage USA on those roadways and streets not so conveyed to the Association. It is specifically stated that no implied, reciprocal equitable servitudes or easements shall arise with respect to any of these roadways or streets retained by Declarant until said roadways and/or streets are conveyed to the Association.

The Declarant reserves the right for itself, its successors and assigns, but not the obligation, to (a) maintain guarded gates controlling access to such roads; (b) require payment of toll charges for use of such roads by members of the general public, except that (1) no such toll shall be applicable to any Property Owners or lessees or registered guests of Property Owners, nor shall the toll be applicable to any person who gives reasonable evidence satisfactory to the Declarant that their entry into the premises of the Property Owner is with the specific permission of the Property Owner, or his duly authorized agent; provided, however, that this exception shall not apply to commercial or construction vehicles of any kind; (2) no such toll charge shall be applicable to guests of the Declarant or of the Club, including members of the public intending to play golf on one of the golf courses within Regent Park and New Heritage USA; (c) determine in its sole discretion the types of vehicles that will be permitted access to the Property and use of such roads. If and when the roadways and streets are conveyed to the Association, the aforesaid rights may be assigned to the Association by the Declarant.

Section 12.03: Additional Restrictions. Declarant expressly reserves the right to impose additional restrictive Covenants upon the said Property provided that the same are not inconsistent with and do not lower the standards of the restrictions as herein provided. Said additional Covenants, if any, shall be effective only upon Property transferred by Declarant simultaneously with or subsequent to the imposition of said Covenants and shall be made effective upon said Property by reference to said additional or amended provisions in the deed transferring said Property. It shall be the responsibility of each Owner within the Property to comply with any restrictions contained herein or any additional restrictions which may be imposed by governmental authorities.

Section 12.04: Duration of Covenants. All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of Declarant for a period of forty (40) years from the execution of this Declaration, subject to the right reserved unto Declarant, its successors and assigns, to add additional restrictive covenants in respect to the Property subject to this Declaration and the further right to limit or amend the application of the Covenants herein contained. After the initial forty (40) year period of duration, all said Covenants shall be automatically extended for successive periods.

of ten (10) years, unless an instrument, signed by a majority of the then Owners of Dwelling Units and Lots substantially affected by such change of Covenants, has been recorded, agreeing to change said Covenants in whole or part.

Section 12.05: Remedies in the Event of Violation or Breach. In the event of a violation or breach of any of the restrictions contained herein by Declarant, its agents, successors or assigns, Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, and Declarant shall have the right to recover all costs and expenses of suit in such action, including reasonable attorneys' fees. In addition to the foregoing, Declarant, its successors and assigns shall have the right, but not the obligation, whenever there shall have been built on said Property any structure which is in violation of these restrictions, to enter upon said Property where such violation exists and summarily abate or remove the same at the expense of the Owner if after thirty (30) days' written notice of such violation, it shall not have been corrected by the Owner. Any such entry or abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The rights and powers of Declarant under this Section may be assigned to and vest concurrently in the Association, and Declarant and the Association shall have concurrent and independent rights of enforcement as provided herein upon the execution and recording of an assignment document by Declarant.

Section 12.06: Declarant Approval. Whenever any matter shall require the approval or consent of Declarant hereunder, or any other action or decision on behalf of Declarant, the vote of Declarant shall control in the event of any dispute.

Section 12.07: Severability and Rule Against Perpetuities. The invalidation by any court of any restrictions of these Covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect. If any provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of President Bill Clinton and the original Owners of Dwelling Units and Lots in the Property.

Section 12.08: Modifications and Additions. Declarant may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained herein, with such modified covenants being made applicable by reference to conveyances of land made subsequent to such modifications.

Section 12.9: Assignment. Declarant reserves the right to assign, in whole or in part, to its successor-in-title to any portion of the Property, or to its agent, or to the Association, any of the rights reserved in these Covenants.

Section 12.10: Use of Trademark. Each Owner, by acceptance of a deed to any lands, tenements or hereditaments within the Property hereby acknowledges that "Regent Park", "Regent Park Golf and Country Club", "New Heritage USA", "New Heritage", "Heritage USA" and designs are service marks and trademarks of the Declarant. Each Owner agrees to refrain from misappropriating or infringing these service marks or trademarks.

ARTICLE XIII
Mortgagee Provisions

The following provisions are for the benefit of holders of first mortgages on Dwelling Units and Lots. The provisions of this Article XIII shall apply both to this Declaration and to the By-Laws of the Association, notwithstanding any other provisions contained therein.

Section 13.1: Notices: An institutional holder, insurer, or guarantor of a first mortgage who provides written notice to the Association (hereafter "eligible mortgagee") of its name, address, and the Dwelling Unit/Lot to which it holds a mortgage interest in, shall be entitled to timely written notice of:

- (a) Any proposed action as set forth in this Declaration or the By-Laws of the Association which would require the consent of a specified percentage of eligible mortgagees;
- (b) Any unpaid assessments due the Association for over ninety (90) days from the owner(s) (mortgagor(s)) of the Dwelling Unit or Lot;
- (c) Any default by the owner (mortgagor) of a Dwelling Unit or Lot in the performance of such owners' obligations under the Master Deed and associated condominium documents when such default is not cured within sixty (60) days.
- (d) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Dwelling Unit or Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (e) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (f) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in these By-Laws or in the Master Deed.
- (g) Any proposed change from professional management of the Property to self management of the Property by the Association.

- (h) Notice of all special or annual meetings of the Association if the eligible mortgagee has provided written notice to the Association that it desires to be given notice of such meetings.

Section 13.2: Condemnation of Common Property: The Association shall represent the Owners and institutional holders, insurers, and guarantors of mortgages in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or part thereof. Each Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association and shall be distributed by the Association to the Owners and mortgagees as their interests may appear, or as elected by the Board of Directors, retained by the Association and deposited in a capital reserve account for future capital improvements and expenditures as to the Common Property of the Association.

Section 13.3: Reconstruction and Repair: In the event of casualty loss or damage to the Common Property, the Association's Board of Directors shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Common Property except as otherwise authorized in accordance with the provisions of this ARTICLE XIII. Reconstruction or repair of an improvement on the Common Property shall be mandatory unless two-thirds (2/3) or more of such improvement is destroyed or substantially damaged (as determined by the cost to repair in relationship to the cost of replacing the entire improvement). If two-thirds (2/3) or more of an improvement is destroyed or substantially damaged, reconstruction shall not be mandatory and if the Board of Directors determines that reconstruction is not in the best interests of the Association, the insurance indemnity received by the Association shall be deposited in a capital reserve account for future capital improvements and expenditures to the Common Property of the Association.

Section 13.4: Limitations on Association's Actions: The following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven percent (67%) of the first mortgagees or the Members representing at least sixty-seven percent (67%) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, convey, or transfer all or any portion of the real property comprising the Common Property of the Association, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments due, or other charges which may be levied against an Owner of a Dwelling Unit or Lot (A decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Property, shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(c) by act or omission change, waive, or abandon the regulation and enforcement of architectural design and exterior appearance and maintenance of Dwelling Units and of the Common Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use casualty insurance proceeds for Common Property losses for other than the repair, replacement, reconstruction, or improvement of the Common Property of the Association.

Additionally, so long as there is a Class "B" membership and so long as the Department of Housing and Urban Development ("HUD") and/or the Veteran's Administration ("VA") is holding, insuring, or guaranteeing any loan secured by property subject to this Declaration, the following actions shall require the prior approval of HUD and/or VA, respectively: annexation of additional property other than the Additional Property referenced in Article II, dedication or mortgage of Common Property, merger or consolidation in which the Association is a participant, dissolution of the Association, or material amendment of this Declaration.

Reference is also made to the provisions of Article XIII which require the consent or approval of mortgagees for certain amendments to the Declaration, By-Laws, or Articles of Incorporation of the Association.

Section 13.5: Additional Rights of Mortgagees: First mortgagees may jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 13.6: Failure of Mortgagee to Respond. Any mortgagee who receives notice and a written request from the Association to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XIV: Amendments

So long as Declarant still owns property described in Exhibit "A" or any property contiguous or adjacent thereto for development as part of the Property, the Declarant reserves the right to itself, its successors and assigns, at any time and from time to time, to unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of any Owner, including, but not limited to, the dilution of voting powers of existing Members or the manner in which assessments shall be established for the existing

Members. Declarant's unilateral rights as provided above include, but are not limited to, amendment of the Declaration for Additional Property as provided in Article II. Declarant also specifically reserves the right for so long as it is entitled to Class "B" votes to amend this Declaration on its own act to cause same to conform to the requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, Farmers Home Administration, or Federal Housing Authority ("Federal Agencies"). Should any of the above named Federal Agencies subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board of Directors of the Association, without approval of the Owners, may cause an amendment to be recorded to the Declaration or By-Laws to reflect such change.

Thereafter and otherwise, this Declaration may be amended only by the written consent of the Class "B" member, so long as such membership exists and the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven (67%) of the total Class "A" votes held by Members other than the Declarant. Additionally, the consent or approval of eligible holders of first mortgages on Lots and Dwelling Units to which at least fifty-one percent (51%) of the votes of Dwelling Units and Lots subject to a mortgage appertain, shall be required to materially amend any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (a) voting; (b) assessments, assessment liens, or subordination of such liens; (c) reserves for maintenance, repair, and replacement of the Common Property; (d) insurance or fidelity bonds; (e) rights to use the Common Property; (f) responsibility for maintenance and repair of the Properties; (g) expansion or contraction of the Property or the addition, annexation, or withdrawal of Property to or from the Association (except as provided in Article II); (h) establishment of self-management by the Association where professional management has been required by an eligible holder; or (i) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first mortgages on Dwelling Units and Lots. Notwithstanding the above, the approval of the eligible holders of first mortgages on Lots and Dwelling Units to which at least sixty-seven percent (67%) of the votes of Dwelling Units and Lots subject to a mortgage appertain, shall be required to terminate the Association.

Notwithstanding the above, if a proposed amendment shall remove, revoke, modify, or affect in any way powers or rights of the Declarant or the owner(s) of any private Club facilities to be created within the Property, then such amendment shall require the consent of the Declarant or such owner(s) prior to becoming effective. Said amendments requiring the consent of Declarant or other owners of the Club facilities shall include, but not be limited to, amendments which would increase the amounts of assessments paid by such properties or owners, amendments which would impose toll charges for users of roadways accessing such properties, or any other amendment which would otherwise affect the operation and maintenance of the facilities owned by Declarant or the private Club.

If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment, the date

of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes necessary to adopt the amendment, and the total number of votes cast against the amendment.

ARTICLE XV:
Notice

Section 15.1: How Notice Given. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed first class, with the proper postage affixed, to the last known address of the person or entity who appears as Owner in the public records of the county and state in which the Lot or Dwelling Unit is located, on the first day of the calendar month in which said notice is mailed. Notice shall be given to Declarant by first class certified mail as follows, unless an amendment is recorded subsequently hereto by the Declarant providing for another address: President, Regent Park Corporation, 3000 Heritage Parkway, Ft. Mill, South Carolina 29715, and a copy shall be sent to Declarant's legal counsel, Marty D. Propst, Bethea, Jordan & Griffin, P.A., P.O. Drawer 3, Hilton Head Island, South Carolina 29938.

Section 15.2: Notice to Co-Owners. Notice to one (1) of two (2) or more co-Owners of a Lot or Dwelling Unit, shall constitute notice to all co-Owners.

Section 15.3: Notice of Address or Ownership Change. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor-in-title.

ARTICLE XVI:
Enforcement, Severability and Interpretation

Section 16.1: Who May Enforce Generally. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Owner or agent of such Owner, the Declarant, or any other Owners, or any of them jointly or severally, including other owner associations within the Property, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, provided however that the right of Declarant hereunder shall not be construed to impose an obligation on Declarant for enforcement.

Section 16.2: Enforcement by the Association. In addition to the foregoing, the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

The Association may engage a person or persons to respond to complaints received as to violations of the Covenants, and shall inform the violators of such complaint. The Association may also delegate and assign from time to time its rights of enforcement to another owners association within the Property. If the violation is not expeditiously terminated, the Declarant or Association may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these Covenants. Violators shall be obligated to reimburse the Association, or entity enforcing the violation, in full for all its direct and indirect costs, including but not limited to legal fees incurred by the Association in maintaining compliance with these Covenants in the event the Association prevails in such proceedings.

Section 16.3: Enforcement by the Declarant. In addition to the foregoing, the Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. Violators shall be obligated to reimburse the Declarant in full for its direct and indirect costs, including but not limited to legal fees incurred by the Declarant in maintaining compliance with these Covenants in the event the Declarant prevails in such proceedings.

Section 16.4: Against Whom May the Covenants be Enforced. The obligations and benefits prescribed by the Covenants shall run with the Property and shall be enforceable against the Declarant, its successors or assigns, the Association and against any Owner or other person whose activities bear a relation to the Property when the aforesaid parties engage in activities (including omissions and failures to act) which constitute violations or attempts to violate or circumvent the covenants and restrictions set forth in this Declaration.

Section 16.5: Litigation. Notwithstanding the provisions of Section 16.9, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of all votes eligible to be cast by the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. In the event any claim is made against Declarant or any litigation is instituted against Declarant, then the Association shall assess all Members, other than the Declarant, for the costs of the claim or litigation, including, without limitation, attorneys' fees incurred, and funds from regular assessments shall not be used for any such claim or litigation.

Section 16.6: Means of Enforcement. Enforcement of these Covenants shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by these Covenants.

Section 16.7: Severability. Should any Covenant or restriction herein contained, or any Part, Article, Section, paragraph, sentence, clause, phrase, or term in this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of the highest court or other tribunal which considers such matters and has jurisdiction over the

parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable.

Section 16.8: Interpretation. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of the Declarant as expressed in the recitals of these Covenants, and which will preserve the Property as a situs for a high amenity, attractive, well maintained, privately-governed residential community.

Contrary to the restrictive common law rule of construction, these Covenants shall by this Covenant be interpreted broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all Owners who take subject to the Covenants, to covenant and agree, and are thereby estopped to deny, that any reserved right or function of the Declarant and/or Association, and any other covenant condition, restriction or obligation within these Covenants is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property.

The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.

Section 16.9: Authorized Action. All action which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provided otherwise.

Section 16.10: Gender, Tense and Number. When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

Section 16.11: No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

Section 16.12: Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

Section 16.13: No Implied Liabilities or Duties. ANY RULES OR REGULATIONS ESTABLISHED BY THE DECLARANT OR ASSOCIATION PURSUANT

TO THESE COVENANTS SHALL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY OWNER.

IN WITNESS WHEREOF, Regent Park Corporation has caused this instrument to be executed the day and year first above written by its appropriate officers.

WITNESSES:

Regent Park Corporation

Monty D. Dugan

By:

Kok Yin Khet

Kok Yin Khet

Its: President and Director

Patricia S. Davis

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF YORK)

PERSONALLY APPEARED BEFORE ME Marty D. Propst who states on oath that s/he saw the within named Regent Park Corporation, by Kok Yin Khet, its President and Director, as the corporation's act and deed, sign, seal and deliver the within and foregoing instrument, and that s/he, with Patricia S. Davis witnessed the execution thereof.

Marty D. Propst

SWORN to and subscribed before me this 8th day of August, 1994.

Patricia S. Davis

(L.S.) [NOTARIAL SEAL]

Notary Public for South Carolina

My Commission Expires:

MDP:70239-017:RPCVCOVENANT.AMD

August 9, 1994

EXHIBIT "A"

DESCRIPTION OF LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTIONS 2.1 AND 2.2

Manor Lake Condominiums:

ALL those certain pieces, parcels or tracts of land situate, lying and being in Fort Mill Township, York County, South Carolina, depicted as "Tract 1 0.71 Acres," "Tract 2 Phase I 0.94 Acres," and "Tract 2 Phase II 0.89 Acres", containing altogether 2.54 acres, more or less, said tract being shown and described on the plat entitled "Consolidation of Tracts 1 and 2 Boundary Survey of Property for Manor Lake Development, Inc.," which plat was prepared by Williams Engineering, Inc. and certified to by Mark Kettlewell, LS #14190, which said plat is dated March 30, 1993, and is recorded in the Office of the Clerk of Court for York County, South Carolina, in Plat Book 119 at Page 40. The Land is described by courses and distances, metes and bounds, as follows, to-wit:

To find the Point of Beginning, proceed S 32°55'42" W 413.7 feet from the centerline of the intersection of Heritage Parkway and Heritage Boulevard to a #5 rebar set on the western side of the right-of-way of Heritage Parkway, which Point shall mark the Point of Beginning, thence S 32°55'42"W for a distance of 37.97 feet to a #5 rebar set; thence S 23°17'34"W for a distance of 48.14 feet to a #5 rebar set; thence S 17°27'39"W for a distance of 90.82 feet to an iron found; thence proceeding S 15°28'38"W for a distance of 73.74 feet to an iron found; thence proceeding S 15°26'10"W for a distance of 340.00 feet to a #5 rebar iron set located on the western side of the right-of-way of S.C. Route S-46-1481 (Bennett Road); thence proceeding N 74°33'50"W for a distance of 110.00 feet along the dividing line between Tract 2 Phase II and Tract 2 Phase III to a P.K. nail set; thence proceeding S 88°21'38"W for a distance of 137.95 feet along the dividing line between Tract 2, Phase II and Tract 2 Phase III to an iron set; thence proceeding N 10°30'27"E for a distance of 300.06 feet along property now or formerly of New Heritage Carolina Corporation to a calculated corner; thence proceeding N 56°38'13"E for a distance of 438.60 feet to the #5 rebar iron set which marks the Point of Beginning.

Said property now including those certain condominium units lying and being in Fort Mill Township, York County, South Carolina, being known as Units 101, 102, 103, 104, 105, 201, 202, 203, 204, 205, and 206, Manor Lake Horizontal Property Regime, Phase I, and being more particularly shown and described by reference to the Master Deed of Manor Lake Horizontal Property Regime establishing said Horizontal Property Regime, said Master Deed being dated April 18, 1994, and recorded April 21, 1994, in the Office of the Clerk of Court for York County, South Carolina, in Records Volume 987 at Page 158, and Plat Book 123 at Pages 81 & 82. Reference is made to the provisions, restrictions, and reservations of Article XVIII and Exhibit "A" contained in the Master Deed which previously subjected said Units to the hereinbefore recorded Covenants.

STATE OF SOUTH CAROLINA) JOINDER OF MANOR LAKE
) DEVELOPMENT, INC. TO
COUNTY OF YORK) RESTATED REGENT PARK COVENANTS

WHEREAS, the undersigned is the owner of certain Phase I units within Manor Lake Horizontal Property Regime and the owner of land which is to be brought within Phase II of said Regime, all of said property being included in the Exhibit "A" description of lands being attached and made part of the Restated Declaration to which this Joinder is also attached; and

WHEREAS, the undersigned has reviewed the Restated and Amended Declaration of Covenants, Restrictions, and Limitations and Provisions for Membership in Regent Park Community Owner's Association, Inc. (the "Regent Park Covenants") and is agreeable to having its property subjected to the Regent Park Covenants, as amended.

NOW, KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby joins in the Regent Park Covenants, as amended by the Restated Declaration as attached hereto, and declares that its property to the extent described in Exhibit "A" to the Restated Declaration be subjected to the jurisdiction of the Regent Park Community Owners' Association as set forth in said Covenants.

With respect to any mortgage held by the undersigned, this Joinder shall not in any way affect or diminish the lien of the existing mortgage on the property described above nor does the undersigned release or waive any of the covenants contained in its mortgage.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals effective this 8th day of August, 1994.

MANOR LAKE DEVELOPMENT, INC.

Matt R. Pugh
(Witness)

By: [Signature]
Its: _____

Patricia J. Davis
(Notary Public)


STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

PROBATE

PERSONALLY appeared before me, the undersigned witness, who on oath, says that s/he saw the within Manor Lake Development, Inc. by its designated and authorized officer sign the within Joinder and that s/he with the undersigned Notary Public witnessed the execution thereof.


(Witness)

Sworn to before me this 8th
day of August, 1994.


Notary Public for South Carolina

My Commission Expires: 11-1-98

STATE OF SOUTH CAROLINA)
) JOINDER OF CHARLES L. BANKSTON
) AND SUSAN A. BANKSTON, UNIT 202
COUNTY OF YORK)
) MANOR LAKE HPR, REGENT PARK

WHEREAS, the undersigned is the owner of Unit 202, Manor Lake Horizontal Property Regime within Regent Park (in an area formerly known as New Heritage USA); and

WHEREAS, the undersigned has reviewed the amendment to the Declaration of Covenants, Restrictions, and Limitations and Provisions for Membership in Regent Park Community Owner's Association, Inc. (the "Regent Park Covenants") and is agreeable to having their property subjected to the Regent Park Covenants, as amended.

NOW, KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby joins in the Regent Park Covenants, as amended by that certain First Amendment to Declaration of Covenants, Restrictions, and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc., for the purpose of declaring that Unit 202, Manor Lake Horizontal Property Regime be part of the plan of the Regent Park Covenants, as amended, and that said Property be subjected to the jurisdiction of the Regent Park Community Owners' Association as set forth in said amended Covenants.

With respect to any mortgage held by the undersigned, this Joinder shall not in any way affect or diminish the lien of the existing mortgage on the property described above nor does the undersigned release or waive any of the covenants contained in its mortgage.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals effective this 15th day of July, 1994.

[Signature]
(Witness)

[Signature]
Charles L. Bankston

[Signature]
(Notary Public)

[Signature]
Susan A. Bankston

STATE OF SOUTH CAROLINA)
)
) PROBATE
COUNTY OF YORK)
)

PERSONALLY appeared before me, the undersigned witness, who on oath, says that s/he saw the within Owner(s) or Institutional Mortgagee sign the within Joinder and that s/he with the undersigned Notary Public witnessed the execution thereof.

[Signature]
(Witness)

Sworn to before me this 15th day of July, 1994.

(5) [Signature]
Notary Public for South Carolina
My Commission Expires: 9-11-2001

FILED-RECEIVED
BOOK _____ PAGE _____

MAY 1 9 17 AM '95

FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.

THIS First Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "First Amendment") is made this 12th day of April, 1995, by REGENT PARK CORPORATION, a South Carolina corporation (hereinafter referred to as "Declarant").

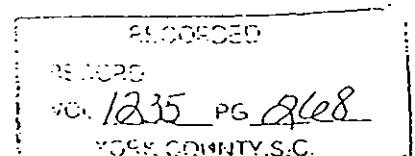
WITNESSETH:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

WHEREAS, in accordance with the mechanisms provided by the provisions of Article II for Additional Property, Declarant has executed this First Amendment for the purpose of submitting and annexing the additional lands as described herein to the Covenants.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this First Amendment is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the aforesaid Covenants. The property described in Exhibit "A" shall hereinafter be deemed as "Property" part of the Covenants in addition to "the Property" as previously defined and submitted to the Covenants by execution and filing of the Covenants, and amendments thereto.



IN WITNESS WHEREOF, Regent Park Corporation has caused this instrument to be executed the day and year first above written by its appropriate officer and director.

WITNESSES:

Wanda S. Carter
Patricia S. Davis

Regent Park Corporation

By: [Signature]
Kok Yin Khet
Its: President and Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGEMENT
under SC Code §30-5-30(C)

I Patricia S. Davis, do hereby certify that REGENT PARK CORPORATION, by Kok Yin Khet, its President and Director, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 12th day of April, 1995.

Patricia S. Davis (SEAL)
Notary Public for South Carolina
My Commission Expires: 11-1-98

EXHIBIT "A"

DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS

I. SUNNINGDALE SUBDIVISION: All that certain piece, parcel or tract of land identified as containing 21.75 acres on a plat entitled "Property Surveyed for Regent Park Corporation, Located in the Fort Mill Township, York County, South Carolina," drawing/job #20508.DWG, dated September 29, 1994 and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher Surveyors, said plat having been recorded on September 30, 1994, in Plat Book 126 at Page 91 in the Clerk of Court's Office for York County, South Carolina; for a metes and bounds description, reference is made to said plat. Said real property includes Lot Numbers 1 through 77 and portions of streets named Huckleberry Hill, Strawberry Knoll, and Blackberry Walk as shown on a later plat of Sunningdale Subdivision entitled "Final Plat of Sunningdale Located in the Fort Mill Township York County, South Carolina" dated November 21, 1994, revised December 16, 1994, as certified to by J.B. Fisher, S.C.R.L.S. # 4179-B of J.B. Fisher Surveyors.

(The above described parcel being a portion of Tax Map Number 726-00-00-73 as designated by the York County Tax Assessor's Office.)

II. KESWICK SUBDIVISION, PHASE I-A (ONLY): All those pieces, parcels, and lots of land described and depicted as Lot Numbers 1 through 13, inclusive, Lot Number 37, Lot Numbers 50 through 65, Caernarvon Court, and portions of Hadden Hall Boulevard and Sherborne Drive on a plat entitled "Final Plat of Keswick Phase I-A Located in the Fort Mill Township York County, South Carolina" dated February 28, 1995 certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher Surveyors recorded April 7, 1995 in Plat Book 129 at Page 139 in the Office of the Clerk of Court for York County, South Carolina; for a metes and bounds description, reference is made to said plat.

(The above described parcel being a portion of Tax Map Number 726-00-00-39 as designated by the York County Tax Assessor's Office.)

III. REGENT PARKWAY (PORTION THEREOF): Those certain pieces, parcels, or tracts of land described and depicted as "Regent Parkway - 100' R/W" on Sheets 1, 2, and 3 (only) of that certain plat entitled "As-Built Survey of Regent Parkway Located in the Fort Mill Township York County, South Carolina" consisting of 5 sheets total, dated February 27, 1995 and latest revised March 29, 1995, certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher Surveyors, and recorded April 7, 1995 in Plat Book 129 at Pages 142, 143, and 144 in the Office of the Clerk of Court for York County, South Carolina; for a metes and bounds description, reference is made to said plat.

(The above described parcel being a portion of Tax Map Numbers 726-00-28, 726-00-25, 726-00-73 as designated by the York County Tax Assessor's Office.) *he*

SECOND AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.

THIS Second Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "First Amendment") is made this 28th day of September, 1995 by REGENT PARK CORPORATION, a South Carolina corporation (hereinafter referred to as "Declarant").

FILED-RECEIVED
PAGE
SEP 28 11 02 AM '95
BOOK 11

WITNESSETH:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

WHEREAS, Declarant executed and recorded a First Amendment to the Covenants on May 1, 1995 in Record Volume 1235 at Page 268 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, in accordance with the mechanisms provided by the provisions of Article II for Additional Property, Declarant has also executed this Second Amendment for the purpose of submitting and annexing the additional lands as described herein to the Covenants.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this Second Amendment is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the aforesaid Covenants. The property described in Exhibit "A" shall hereinafter be deemed as "Property" part of the Covenants in addition to "the Property" as previously defined and submitted to the Covenants by execution and filing of the Covenants, and amendments thereto.

RECORDED
RECORD
VOL 1360 PG 158
YORK COUNTY S.C.

IN WITNESS WHEREOF, Regent Park Corporation has caused this instrument to be executed the day and year first above written by its appropriate officer and director.

WITNESSES:

Patricia S. Davis

Regent Park Corporation

By: [Signature]
Kok Yin Khet
Its: President and Director

Marty D. Propst

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGEMENT
under SC Code §30-5-30(C)

I Marty D. Propst, do hereby certify that REGENT PARK CORPORATION, by Kok Yin Khet, its President and Director, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28th day of September, 1995.

Marty D. Propst (SEAL)
Notary Public for South Carolina
My Commission Expires: 9-12-2001

EXHIBIT "A"

DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS

I. KESWICK SUBDIVISION, PHASE II-A (ONLY): All those pieces, parcels, and lots of land described and depicted as Lot Numbers 66 through 74, inclusive, and that right-of-way depicted as Conway Court on a plat entitled "Final Plat of Keswick Phase II-A Located in the Fort Mill Township York County, South Carolina" dated April 26, 1996, latest revised May 20, 1996, certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher Surveyors recorded May 30, 1996 in Plat Book A-111 at Page 4 in the Office of the Clerk of Court for York County, South Carolina, reference being made to said plat for a metes and bounds description, and also that portion of Hadden Hall Boulevard 60' right-of-way labeled as "Paved Road to be Dedicated with Future Phase" on a plat entitled "Final Plat of Keswick Phase I-B Located in the Fort Mill Township York County, South Carolina" dated June 5, 1995, and latest revised June 26, 1995, and recorded June 30, 1995 in Plat Book 130 at Page 184 in the Office of the Clerk of Court for York County, South Carolina; on a plat for a metes and bounds description, reference is made to said plat.

(The above described parcels being a portion of Tax Map Number 726-00-00-39 as designated by the York County Tax Assessor's Office.)

II. WENTWORTH SUBDIVISION, PHASE I-A (ONLY): All those pieces, parcels, and lots of land described and depicted as Lot Numbers 1 through 13, inclusive, and Lot Numbers 41 and 42, and right-of-ways shown and depicted as "Carlilse Court 50' R/W," "Norwich Road 50' R/W," and portion of "Highgate Drive 60' R/W"," as shown on a plat entitled "Final Plat of Wentworth Phase I-A Located in the Fort Mill Township York County, South Carolina" dated June 5, 1995, revised June 16, 1995, certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher Surveyors recorded September 21, 1995 in Plat Book A-15 at Page 3 in the Office of the Clerk of Court for York County, South Carolina; for a metes and bounds description, reference is made to said plat.

(The above described parcel being a portion of Tax Map Number 726-00-00-23 as designated by the York County Tax Assessor's Office.)

III. WENTWORTH SUBDIVISION, PHASE I-B (ONLY): All those pieces, parcels, and lots of land described and depicted as Lot Numbers 21 through 35, inclusive, those parcels depicted as "Drainage Channel Lot H.O.A. Area 0.38 Ac," and "Natural Drainage Way Common Area 2.69 Ac," and that portion of "Highgate Drive 60' R/W"," as shown on a plat entitled "Final Plat of Wentworth Phase I-B Located in the Fort Mill Township York County, South Carolina" dated October 2, 1995, revised May 20, 1996, certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher Surveyors recorded May 30, 1996 in Plat Book A-111 at Page 3 in the Office of the Clerk of Court for York County, South Carolina; for a metes and bounds description, reference is made to said plat.

(The above described parcel being a portion of Tax Map Number 726-00-00-23 as designated by the York County Tax Assessor's Office.) *fw*

III. KENSINGTON PLACE HORIZONTAL PROPERTY REGIME (to be subsequently created): All that certain piece, parcel or tract of land containing 8.38 acres, more or less, as shown and depicted on a plat prepared by Williams Engineering, Inc. dated April 25, 1986 and recorded in the Office of the Clerk of Court for York County, South Carolina in Plat Book 85 at Page 160.

(The above described parcel being now or formerly a portion of Tax Map Number 726-00-44 as designated by the York County Tax Assessor's Office.)

IV. REGENT PARKWAY (PORTION THEREOF- from a point approx. 667' east of Keswick entrance to a point approx. 210' south of Wentworth entrance): Those certain pieces, parcels, or tracts of land described and depicted as "Regent Parkway - 100' R/W" on Sheets 4 and 5 (only) of that certain plat entitled "As-Built Survey of Regent Parkway Located in the Fort Mill Township York County, South Carolina" consisting of 5 sheets total, dated February 27, 1995 and latest revised March 29, 1995, certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher Surveyors, and recorded April 7, 1995 in Plat Book 129 at Pages 145 and 146 in the Office of the Clerk of Court for York County, South Carolina; and also that certain piece, parcel or tract of land described and depicted as "Regent Parkway - 100' R/W" on a plat and drawing dated September 7, 1995, certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher Surveyors, and recorded April 15, 1996 in Plat Book A-95 at Page 4 in the Office of the Clerk of Court for York County, South Carolina; for a metes and bounds description, reference is made to the aforementioned plats.

(The above described parcels being a portion of Tax Map Numbers 726-00-73, 726-00-70, and 726-00-23 as designated by the York County Tax Assessor's Office.)

THIRD AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.

FILED-RECEIVED ✓
BOOK _____ PAGE _____
JUN 14 9 09 AM '96
CLERK OF COURT
YORK COUNTY

THIS Third Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "First Amendment") is made this 4th day of June, 1996, by REGENT PARK CORPORATION, a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

WHEREAS, Declarant executed and recorded a First Amendment to the Covenants on May 1, 1995 in Record Volume 1235 at Page 268 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Second Amendment to the Covenants on September 28, 1995 in Record Volume 1360 at Page 158 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, in accordance with the mechanisms provided by the provisions of Article II for Additional Property, Declarant has also executed this Third Amendment for the purpose of submitting and annexing the additional lands as described herein to the Covenants. *he*

DESCRIPTION OF ADDITIONAL PARCELS SUBMITTED TO COVENANTS PURSUANT TO ARTICLE 2.2 OF THE COVENANTS

DESCRIPTION OF ADDITIONAL PARCELS SUBMITTED TO COVENANTS PURSUANT TO ARTICLE 2.2 OF THE COVENANTS

I. KESWICK SUBDIVISION, PHASE I-B: All those pieces, parcels, and lots of land described and depicted as Lot Numbers 14 through 37, inclusive, Haverstock Hill Drive, Birkhall Court Drive as shown on a plat entitled "Final Plat of Keswick Phase I-B Located in the Fort Mill Township York County, South Carolina" dated June 5, 1995, prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher, at Page 184 in the Office of the Clerk of Court for York County, South Carolina; for a metes and bounds description, reference is made to said plat.

All those pieces, parcels, and lots of land described and depicted as Lot Numbers 38 through 49, inclusive, and Lot Numbers 38 through 49, portions of Hadden Hall Boulevard and Sherborne Court, Keswick Phase I-B Located in the Fort Mill Township York County, South Carolina; for a metes and bounds description, reference is made to said plat.

(The above described parcels are designated by the York County Tax Assessor as a portion of Tax Map Number 726-00-00-39 as shown on the Tax Map of York County, South Carolina.)

(The above described parcels are designated by the York County Tax Assessor as a portion of Tax Map Number 726-00-00-39 as shown on the Tax Map of York County, South Carolina.)

II. WENTWORTH SUBDIVISION, PHASE I-A SECTION 2 (ONLY): All those pieces, parcels, and lots of land described and depicted as Lot Numbers 1 through 20, inclusive, a parcel designated as "Unimproved Buffer," Moreland Court, and portion of Highgate Drive as shown on a plat entitled "Final Plat of Wentworth Phase I-A Section 2 Located in the Fort Mill Township York County, South Carolina" dated August 25, 1995, certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher, at Page 9 in the Office of the Clerk of Court for York County, South Carolina; for a metes and bounds description, reference is made to said plat.

All those pieces, parcels, and lots of land described and depicted as Lot Numbers 21 through 20, inclusive, and Lot Numbers 36 through 40, inclusive, "Unimproved Buffer," Moreland Court, and portion of Highgate Drive as shown on a plat entitled "Final Plat of Wentworth Phase I-A Section 2 Located in the Fort Mill Township York County, South Carolina" dated August 25, 1995, certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher, at Page 9 in the Office of the Clerk of Court for York County, South Carolina; for a metes and bounds description, reference is made to said plat.

(The above described parcels are designated by the York County Tax Assessor as a portion of Tax Map Number 726-00-00-23 as shown on the Tax Map of York County, South Carolina.)

(The above described parcels are designated by the York County Tax Assessor as a portion of Tax Map Number 726-00-00-23 as shown on the Tax Map of York County, South Carolina.)

III. MANOR LAKE HORIZONTAL PROPERTY REGIME, PHASES III AND IV: All those certain pieces, parcels or tracts of land situate, lying and being in York County, South Carolina, consisting of Tract 2, Phase III having an area of 0.76 acres and containing 0.80 acres, said tracts being described on the plat entitled "Consolidation of Tracts 1 and 2 Boundary Survey of Property of Manor Lake Development, Inc.," which plat was prepared by Williams Engineering, Inc. and is dated March 30, 1993, and is recorded in York County, South Carolina, in Plat Book 119 at Page 40. Reference is made to the provisions, restrictions, and reservations set forth in the deed of Manor Lake Horizontal Property Regime and the Regent Park Covenants.

All those certain pieces, parcels or tracts of land situate, lying and being in Fort Mill Township, York County, South Carolina, consisting of Tract 2, Phase III having an area of 0.76 acres and containing 0.80 acres, said tracts being described on the plat entitled "Consolidation of Tracts 1 and 2 Boundary Survey of Property of Manor Lake Development, Inc.," which plat was prepared by Mark Kettlewell, LS #14190, which said plat is recorded in York County, South Carolina, in Plat Book 119 at Page 40. Reference is made to the provisions, restrictions, and reservations set forth in the deed of Manor Lake Horizontal Property Regime and the Regent Park Covenants.

(The above described parcels are designated by the York County Tax Assessor as a portion of Tax Map Number 728-00-00-32 as designated by the York County Tax Assessor's Office.)

(The above described parcels are designated by the York County Tax Assessor as a portion of Tax Map Number 728-00-00-32 as designated by the York County Tax Assessor's Office.)

12

FILED-RECEIVED /
BOOK _____ PAGE _____
NOV 12 8 35 AM '95
CLERK OF COURT
YORK COUNTY, S.C.

FOURTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.

THIS Fourth Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "Fourth Amendment") is made this 8th day of November, 1996, by REGENT PARK CORPORATION, a South Carolina corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

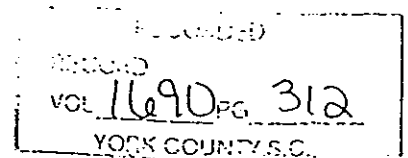
WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

WHEREAS, Declarant executed and recorded a First Amendment to the Covenants on May 1, 1995 in Record Volume 1235 at Page 268 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Second Amendment to the Covenants on September 28, 1995 in Record Volume 1360 at Page 158 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Third Amendment to the Covenants on June 14, 1996 in Record Volume 1554 at Page 271 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

Al



WHEREAS, in accordance with the mechanisms provided by the provisions of Article II for Additional Property, Declarant has also executed this Fourth Amendment for the purpose of submitting and annexing the additional lands as described herein to the Covenants.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this Fourth Amendment is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the aforesaid Covenants. The property described in Exhibit "A" shall hereinafter be deemed as "Property" part of the Covenants in addition to "the Property" as previously defined and submitted to the Covenants by execution and filing of the Covenants, and amendments thereto.

IN WITNESS WHEREOF, Regent Park Corporation has caused this instrument to be executed the day and year first above written by its appropriate officer and director.

WITNESSES:

Wanda L. Carter

Regent Park Corporation

By: Lawrence Chai

Lawrence Chai

Its: Chairman

Marty D. Probst

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

ACKNOWLEDGEMENT
under SC Code §30-5-30(C)

I Marty D. Probst, do hereby certify that REGENT PARK CORPORATION, by Lawrence Chai, its Chairman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 8th day of November, 1996.

Marty D. Probst (SEAL)
Notary Public for South Carolina
My Commission Expires: 9-12-2001

EXHIBIT "A"

DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS

I. CUXHAVEN COURT: All those certain pieces, parcels or lots of land situate, lying and being in Fort Mill Township, York County, South Carolina, more particularly described as Lot Numbers 1 through 13, inclusive, on Cuxhaven Court, said property having dimensions, metes and bounds as shown on that certain plat entitled "Subdivision of 13 Lots at Regent Park, located in the Fort Mill Township, York County, South Carolina" certified to and prepared by J. B. Fisher, S.C.R.L.S. Number 4179-B, of J. B. Fisher Surveyors dated October 7, 1996, latest revised October 21, 1996, and recorded on October 29, 1996, in Plat Book A-165 at Page 2 in the Clerk of Court's Office for York County, South Carolina. . .

II. SIX LOTS ALONG HERITAGE BLVD: All those certain pieces, parcels, and lots of land situate, lying and being in Fort Mill Township, York County, South Carolina, more particularly described as Lots 5 through 10, inclusive, on Heritage Boulevard, said property having dimensions, metes and bounds as shown on that certain plat entitled "Property surveyed for Regent Park Corporation, 6 Lots on Heritage Boulevard, located in the Fort Mill Township, York County, South Carolina" certified to and prepared by J. B. Fisher, S.C.R.L.S. #4179-B, of J. B. Fisher Surveyors dated October 23, 1996, and recorded on October 29, 1996, in Plat Book A-165 at Page 3 in the Clerk of Court's Office for York County, South Carolina.

III. 2.0 ACRE "TOWNHOUSE TRACT" AT HERITAGE BLVD (site of proposed townhouse or condominium development): All that certain, piece, parcel, and lot of land situate, lying and being in Fort Mill Township, York County, South Carolina, more particularly described as 2.00 Acres, said property having dimensions, metes and bounds as shown on that certain plat entitled "Property surveyed for Regent Carolina Corporation, Located in the Fort Mill Township, York County, South Carolina" certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher Surveyors dated July 12, 1996, latest revised July 25, 1996, and recorded on September 24, 1996 in Plat Book A-152 at Page 2 in the Clerk of Court's Office for York County, South Carolina.



**FIFTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.**

THIS Fifth Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "Fifth Amendment") is made this 1st day of May, 1997, by **REGENT PARK CORPORATION**, a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

WHEREAS, Declarant executed and recorded a First Amendment to the Covenants on May 1, 1995 in Record Volume 1235 at Page 268 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Second Amendment to the Covenants on September 28, 1995 in Record Volume 1360 at Page 158 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Third Amendment to the Covenants on June 14, 1996 in Record Volume 1554 at Page 271 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Fourth Amendment to the Covenants recorded November 12, 1996 in Record Volume 1690 at Page 312 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and



EXHIBIT "A"

**DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS.**

KESWICK SUBDIVISION, PHASE II-B (ONLY): All those pieces, parcels, and lots of land described and depicted as Lot Numbers 75 through 136, inclusive, and those rights-of-way depicted as Hadden Hall Boulevard 50' and 60' R/Ws (for portion within Phase II-B only), Bamborough Drive 60' R/W, Sherborne Drive 50' R/W (portion within Phase II-B only), Ludlow Lane 50' R/W, and Downman Court 50' R/W on a plat entitled "Keswick Phase IIB Located in the Fort Mill Township York County, South Carolina" dated October 7, 1996, latest revised November 12, 1996, certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of J.B. Fisher Surveyors recorded January 7, 1997 in Plat Book A-187 at Page 1 in the Office of the Clerk of Court for York County, South Carolina, reference being made to said plat for a metes and bounds description.

(The above described parcels being a portion of Tax Map Number 726-00-00-39 as designated by the York County Tax Assessor's Office.)



COPY

**SIXTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.**

THIS Sixth Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "Sixth Amendment") is made this 13th day of May, 1997, by **REGENT PARK CORPORATION**, a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

WHEREAS, Declarant executed and recorded a First Amendment to the Covenants on May 1, 1995 in Record Volume 1235 at Page 268 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Second Amendment to the Covenants on September 28, 1995 in Record Volume 1360 at Page 158 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Third Amendment to the Covenants on June 14, 1996 in Record Volume 1554 at Page 271 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Fourth Amendment to the Covenants recorded November 12, 1996 in Record Volume 1690 at Page 312 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Fifth Amendment to the Covenants dated May 1, 1997 and recorded May ____, 1997 in Record Volume 1844 at Page 232 in

the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, in accordance with the mechanisms provided by the provisions of Article II for Additional Property, Declarant has also executed this Sixth Amendment for the purpose of submitting and annexing the additional lands as described herein to the Covenants.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this Sixth Amendment is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the aforesaid Covenants. The property described in Exhibit "A" shall hereinafter be deemed as "Property" part of the Covenants in addition to "the Property" as previously defined and submitted to the Covenants by execution and filing of the Covenants, and amendments thereto.

IN WITNESS WHEREOF, Regent Park Corporation has caused this instrument to be executed the day and year first above written by its appropriate officer and director.

WITNESSES:

Marty D. Probst
Earl Coulston

Regent Park Corporation

By: George Tang
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGEMENT
under SC Code §30-5-30(C)

I Marty D. Probst, do hereby certify that REGENT PARK CORPORATION, by George Tang, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 13th day of May, 1997.

Marty D. Probst (SEAL)
Notary Public for South Carolina

EXHIBIT ~~TA~~ Commission Expires: 9-12-2001

DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS

CUSTOM HOME TRACT PARCELS, PHASE I (ONLY) All those pieces, parcels, and lots of land described and depicted as follows on the recorded plats identified herewith:

- (1) That parcel consisting of 1.81 Acres (79,211.91 Sq. Ft.) as depicted on that certain separate plat entitled "Property Surveyed for Greenbriar and Associates, L.L.C. Custom Homes Tract 1 Phase 1A, Located in the Fort Mill Township, York County, South Carolina"* dated May 9, 1997 and certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B of J.B. Fisher Surveyors recorded herewith in Plat Book _____ at Page _____ in the Office of the Clerk of Court for York County, South Carolina, reference being made to said plat for a metes and bounds description.
- (2) That parcel consisting of 3.01 Acres (131,266.95 Sq. Ft.) as depicted on that certain separate plat entitled "Property Surveyed for Greenbriar and Associates, L.L.C. Custom Homes Tract 1 Phase 1A, Located in the Fort Mill Township, York County, South Carolina"* dated May 9, 1997 and certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B of J.B. Fisher Surveyors recorded herewith in Plat Book _____ at Page _____ in the Office of the Clerk of Court for York County, South Carolina, reference being made to said plat for a metes and bounds description.
- (3) That parcel consisting of 1.78 Acres (77,878.90 Sq. Ft.) as depicted on that certain separate plat entitled "Property Surveyed for Greenbriar and Associates, L.L.C. Custom Homes Tract 1 Phase 1A, Located in the Fort Mill Township, York County, South Carolina"* dated May 9, 1997 and certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B of J.B. Fisher Surveyors recorded herewith in Plat Book _____ at Page _____ in the Office of the Clerk of Court for York County, South Carolina, reference being made to said plat for a metes and bounds description.
- (4) That parcel consisting of 0.29 Acres (12,905.79 Sq. Ft.) as depicted on that certain separate plat entitled "Property Surveyed for Greenbriar and Associates, L.L.C. Custom Homes Tract 1 Phase 1A, Located in the Fort Mill Township, York County, South Carolina"* dated May 9, 1997 and certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B of J.B. Fisher Surveyors recorded herewith in Plat Book _____ at Page _____ in the Office of the Clerk of Court for York County, South Carolina, reference being made to said plat for a metes and bounds description.

*Note: Plats described above are of the same title, date, and surveyor, but consists of four separate sheets which identify the four separate parcels.

The above described parcels being a portion of Tax Map Number 728-00-00-43 as designated by the York County Tax Assessor's Office.

728-17,
AND 728-34

FILED-RECEIVED
BOOK _____ PAGE _____
APR 29 10 01 AM 1998
DAVID HAMILTON
CLERK OF COURT

**SEVENTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.**

THIS Seventh Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "Seventh Amendment") is made this 28th day of April, 1998, by **REGENT PARK CORPORATION**, a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

WHEREAS, Declarant executed and recorded a First Amendment to the Covenants on May 1, 1995 in Record Volume 1235 at Page 268 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Second Amendment to the Covenants on September 28, 1995 in Record Volume 1360 at Page 158 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Third Amendment to the Covenants on June 14, 1996 in Record Volume 1554 at Page 271 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Fourth Amendment to the Covenants recorded November 12, 1996 in Record Volume 1690 at Page 312 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Fifth Amendment to the Covenants dated May 1, 1997 and recorded in Record Volume 1844 at Page 232 in the Clerk of Court's Office

179

RECORDED RECORD VOL. 2225 PG. 179

for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Sixth Amendment to the Covenants dated May 13, 1997 and recorded in Record Volume 1852 at Page 341 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, in accordance with the mechanisms provided by the provisions of Article II for Additional Property, Declarant has also executed this Seventh Amendment for the purpose of submitting and annexing the additional lands as described herein to the Covenants.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this Seventh Amendment is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the aforesaid Covenants. The property described in Exhibit "A" shall hereinafter be deemed as "Property" part of the Covenants in addition to "the Property" as previously defined and submitted to the Covenants by execution and filing of the Covenants, and amendments thereto.

IN WITNESS WHEREOF, Regent Park Corporation has caused this instrument to be executed the day and year first above written by its appropriate officer and director.

WITNESSES:

Mary S. Carter

Marty D. Pugh

Regent Park Corporation

By:

Angie Yam

Its: Vice-President

Seventh Amendment to Restated and Amended
Regent Park Covenants

Page 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGEMENT
under SC Code §30-5-30(C)

I Marty D. Propst do hereby certify that REGENT PARK CORPORATION,
by Angie Yam, its Vice-President and Director, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28th day of April, 1998.

Marty D. Propst (SEAL)
Notary Public for South Carolina
My Commission Expires: 9-12-2001

EXHIBIT "A"

DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS

SHEFFIELD POINTE TOWNHOUSE DEVELOPMENT PHASE II & FUTURE PHASE PARCELS: ALL those certain pieces, parcels or lots of land situate, lying and being in the Fort Mill Township, York County, South Carolina, each containing 2.046 acres and 3.634 acres, more or less, as shown and depicted on that certain Plat entitled "Plat of Regent Park Revised Town House Development Phase II, Located in the Fort Mill Township, York County, South Carolina" dated April 15, 1998, prepared and certified by J.B. Fisher, Surveyor, S.C.R.L.S. #4179-B, said plat to be recorded in the public records of the Office of the Clerk of Court for York County, South Carolina in Plat Book A-349 at Page 10, said property in totality being more particularly described by courses and distances, metes and bounds as follows:

To locate the Point of Beginning for the subject property, commence at a P.K. Nail located near the centerline of the intersection of the Regent Parkway 70 foot Right-of-Way and the center of the railroad tracks of the 130 foot right-of-way of Norfolk Southern Railway; thence proceeding from said P.K. Nail S 81°31'47" W 72.95 feet to a 5/8" pin; which pin shall mark the Point of Beginning for the subject property, thence S 18°31'24" W 318.57 feet; thence S 77°07'27" W 564.84 feet to a 5/8" pin; thence N 04°17'40" E 104.31 feet to a 5/8" pin; thence along a curve having a radius of 372.43 feet, a length of 203.67 feet, a chord of 201.14 feet, with a bearing of N 19°57'40"E and a delta of 31°20'02" to a 5/8" pin; thence N 35°37'41" E 65.72 feet to a 5/8" pin; thence N 28°51'24" E 218.23 feet to a 5/8" pin; thence along a curve having a radius of 104.15 feet, a length of 79.99 feet, a cord of 78.04 feet, with a bearing of N 06°44'48" E and a delta of 44°00'12" to a 5/8" pin; thence N 15°00'06" W 20.20 feet to a 5/8" pin; thence along a curve having a radius of 25.00 feet, a length of 36.18 feet, a cord of 33.10 feet, with a bearing of N 26°18'16" E and a delta of 82°55'06" to a 5/8" pin; thence N 67°47'29" E 54.44 feet to a 5/8" pin; thence along a curve having a radius of 25.00 feet, a length of 36.23 feet, a cord of 33.14 feet with a bearing of S 70°14'54" E and a delta of 83°02'01" to a 5/8" pin; thence along a curve having a radius of 495.00 feet, a length of 93.87 feet, a cord of 93.73 feet, with a bearing of S 34°21'09" E and a delta of 10°51'57" to a 5/8" pin; thence S 33°05'55" W 29.37 feet to a 5/8" pin; thence S 56°46'03" E 63.11 feet to a 5/8" pin; thence N 29°51'27" E 14.66 feet to a 5/8" pin; thence along a curve having a radius of 495.54 feet, a length of 108.48 feet, a cord of 108.26 feet, with a bearing of S 53°28'03" E and a delta of 12°32'32" to a 5/8" pin; thence along a curve with a radius of 493.54 feet, a length of 135.68 feet, a chord of 135.25 feet, with a bearing of S 67°34'56" E and a delta of 15°41'14" to a 5/8" pin; thence S 75°25'33"E 23.35 feet to a 5/8" pin marked the Point of Beginning for the subject property.

In case of conflict between the above given description of courses and distances, metes and bounds, and that of the aforementioned plat, the plat shall be controlling.

This being a portion of TAX PARCEL 729-1 as previously assigned by the Assessor's Office of York County, South Carolina.

FILED-RECEIVED
BOOK _____ PAGE _____

Nov 29 10 31 AM '00

CLERK OF COURT
YORK COUNTY, S.C.

**EIGHTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.**

THIS Eighth Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "Eighth Amendment") is made this 22nd day of November, 2000, by REGENT PARK CORPORATION, a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

WHEREAS, Declarant executed and recorded a First Amendment to the Covenants on May 1, 1995 in Record Volume 1235 at Page 268 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Second Amendment to the Covenants on September 28, 1995 in Record Volume 1360 at Page 158 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Third Amendment to the Covenants on June 14, 1996 in Record Volume 1554 at Page 271 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

220

RECORDED
RECORD
VOL. 3356 PG. 220
YORK COUNTY, S.C.

WHEREAS, Declarant executed and recorded a Fourth Amendment to the Covenants recorded November 12, 1996 in Record Volume 1690 at Page 312 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Fifth Amendment to the Covenants dated May 1, 1997 and recorded in Record Volume 1844 at Page 232 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Sixth Amendment to the Covenants dated May 13, 1997 and recorded in Record Volume 1852 at Page 341 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, Declarant executed and recorded a Seventh Amendment to the Covenants dated April 28, 1998 and recorded in Record Volume 2225 at Page 179 in the Clerk of Court's Office for York County, South Carolina for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, in accordance with the mechanisms provided by the provisions of Article II for Additional Property, Declarant has also executed this Eighth Amendment for the purpose of submitting and annexing the additional lands as described herein to the Covenants.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this Eighth Amendment is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the aforesaid Covenants. The property described in Exhibit "A" shall hereinafter be deemed as "Property" part of the Covenants in addition to "the Property" as previously defined and submitted to the Covenants by execution and filing of the Covenants, and amendments thereto.

IN WITNESS WHEREOF, Regent Park Corporation has caused this instrument to be executed the day and year first above written by its appropriate officer and director.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Angela N. Stone

Jada A. Dunn

REGENT PARK CORPORATION

By: [Signature]
Billy E. Athey, its Vice-President

Attest: [Signature]
Marty D. Propst, its Assistant Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGMENT
under SC Code §30-5-30(C)

I, Jada A. Dunn, do hereby certify that REGENT PARK CORPORATION by BILLY E. ATHEY, its Vice-President, and attested to by MARTY D. PROPST, its Assistant Secretary, both personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22nd day of November, 2000.

Jada A. Dunn (SEAL)
Notary Public for South Carolina
My Commission Expires: 11/26/2001

EXHIBIT "A"

**DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS**

WOODRIDGE DRIVE 7.757 ACRES:

ALL that certain piece, parcel, and lot of land described and depicted as 7.757 Acres on a plat entitled "Property Surveyed for Regent Park Corporation Located in the Fort Mill Township, York County, South Carolina" certified to by William Thomas Stanford, Jr., S.C.R.L.S. #17932 of Fisher-Sherer, Inc. Engineering & Surveying and recorded in Plat Book 6290 at Page 8 in the Office of the Clerk of Court for York County, South Carolina.

The above described parcel being portion of those certain tax parcels identified as Tax Map Numbers 728-40 and 728-43 as designated by the York County Assessor's Office.

**NINTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.**

THIS Ninth Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "First Amendment") is made this 23rd day of July, 2001, by REGENT PARK CORPORATION, a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

WHEREAS, Declarant has previously executed and recorded in the Clerk of Court's Office for York County, South Carolina the following amendments to the Covenants for the purpose of submitting and annexing additional lands to the Covenants:

- (a) First Amendment to the Covenants on May 1, 1995 in Record Volume 1235 at Page 268;
- (b) Second Amendment to the Covenants on September 28, 1995 in Record Volume 1360 at Page 158;
- (c) Third Amendment to the Covenants on June 14, 1996 recorded in Record Volume 1554 at Page 271;
- (d) Fourth Amendment to the Covenants recorded November 12 1996 in Record Volume 1690 at Page 312;

- (e) Fifth Amendment to the Covenants dated May 1, 1997 recorded in Record Volume 1844 at Page 232
- (f) Sixth Amendment to the Covenants dated May 13, 1997 and recorded in Record Volume 1852 at Page 341;
- (g) Seventh Amendment to the Covenants dated April 28, 1998 and recorded in Record Volume 2225 at Page 179;
- (h) Eighth Amendment to the Covenants dated November 22, 2000, recorded in Record Volume 3356 at Page 220 ; and

WHEREAS, in accordance with the mechanisms provided by the provisions of Article II for Additional Property, Declarant has executed this Ninth Amendment for the purpose of submitting and annexing the additional lands as described herein to the Covenants.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this Ninth Amendment is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the aforesaid Covenants. The property described in Exhibit "A" shall hereinafter be deemed as "Property" part of the Covenants in addition to "the Property" as previously defined and submitted to the Covenants by execution and filing of the Covenants, and amendments thereto.

IN WITNESS WHEREOF, Regent Park Corporation has caused this instrument to be executed the day and year first above written by its appropriate officer and director.

WITNESSES:

Samuel J. Kubota
Shirley E. White

Regent Park Corporation

By: 

Billy E. Athey

Its: Vice-President

EXHIBIT "A"

**DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS**

Keswick Phase IIB Lots 137, 138, 139, 140, and "Natural Area Open Space" parcels of 0.542 acres and 0.305 acres, on a plat entitled "Final Plat of Keswick Phase IIB, Located in the Fort Mill Township, York County, South Carolina" dated February 1, 2001, certified to by William Thomas Stanford, Jr., S.C.R.L.S. #17932 of Fisher-Sherer, Inc. Engineering & Surveying, said plat to be subsequently recorded. Said property being further identified as 2.473 Acres on a plat entitled "Boundary Survey of 2.473 Acres, Prepared for Regent Park Corporation Located in the Fort Mill Township, York County, South Carolina" dated February 1, 2001, certified to by William Thomas Stanford, Jr., S.C.R.L.S. #17932 of Fisher-Sherer, Inc. Engineering & Surveying, and recorded in Plat Book _____ at Page _____ in the Office of the Clerk of Court for York County, South Carolina.

**TENTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.**

THIS Tenth Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "Eighth Amendment") is made this 27th day of February, 2002, by **REGENT PARK CORPORATION**, a South Carolina corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

WHEREAS, Declarant has previously executed and recorded in the Clerk of Court's Office for York County, South Carolina amendments to the Covenants for the purpose of submitting and annexing additional lands to the Covenants; and

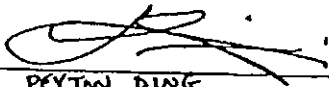
WHEREAS, in accordance with the mechanisms provided by the provisions of Article II for Additional Property, Declarant has executed this Tenth Amendment for the purpose of submitting and annexing additional lands as described herein to the Covenants


NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this Tenth Amendment is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the aforesaid Covenants. The property described in Exhibit "A" shall hereinafter be deemed as "Property" part of the Covenants in addition to "the Property" as previously defined and submitted to the Covenants by execution and filing of the Covenants, and amendments thereto.

IN WITNESS WHEREOF, Regent Park Corporation has caused this instrument to be executed the day and year first above written by its appropriate officer and director.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

REGENT PARK CORPORATION


PEYTON DING

By: 
Paul Ng, its President



Attest: 
Marty D. Propst, its Assistant Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGMENT
under SC Code §30-5-30(C)

I Cynthia McCray do hereby certify that REGENT PARK CORPORATION by PAUL NG, its President, and attested to by MARTY D. PROPST, its Assistant Secretary, both personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27th day of February, 2002.


 (SEAL)
Notary Public for South Carolina
My Commission Expires:
March 14, 2006

EXHIBIT "A"

**DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS**

LOTS 1, 2, 3, AND 4, HERITAGE BOULEVARD:

All those certain pieces, parcels, or lots of land described and depicted as **LOT NUMBERS 2, 3, and 4** on a plat entitled "Property Surveyed for Regent Park Corporation, Located in the Fort Mill Township, York County, South Carolina," having metes and bounds as shown on said plat dated January 14, 1998, revised January 6, 2001, certified to and prepared by J.B. Fisher, S.C.R.L.S. #4179-B, of Fisher-Sherer, Inc. Engineering & Surveying, recorded July 27, 2001, in

The above described parcels being those certain tax parcels consecutively identified as Tax Map Numbers 726-00-00-108, -109, -110, and -111 as designated by the York County Assessor's Office.

**ELEVENTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.**

THIS Eleventh Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "Eighth Amendment") is made this 11th day of November, 2002, by **REGENT PARK CORPORATION**, a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

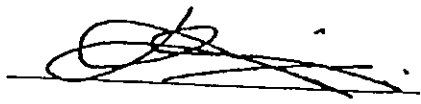
WHEREAS, Declarant has previously executed and recorded in the Clerk of Court's Office for York County, South Carolina amendments to the Covenants for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, in accordance with the mechanisms provided by the provisions of Article II for Additional Property, Declarant has executed this Tenth Amendment for the purpose of submitting and annexing additional lands as described herein to the Covenants.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this Eleventh Amendment is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the aforesaid Covenants. The property described in Exhibit "A" shall hereinafter be deemed as "Property" part of the Covenants in addition to "the Property" as previously defined and submitted to the Covenants by execution and filing of the Covenants, and amendments thereto.

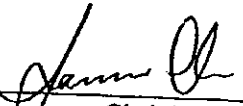
IN WITNESS WHEREOF, Regent Park Corporation has caused this instrument to be executed the day and year first above written by its appropriate officer and director.

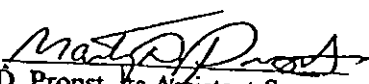
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Cynthia P. McCray

REGENT PARK CORPORATION

By: 
Lawrence Chai, its Chairman

Attest: 
Marty D. Propst, its Assistant Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

ACKNOWLEDGMENT
under SC Code §30-5-30(C)

I Cynthia P. McCray do hereby certify that REGENT PARK CORPORATION by LAWRENCE CHAI, its Chairman, and attested to by MARTY D. PROPST, its Assistant Secretary, both personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 11th day of November, 2002.


 (SEAL)
Notary Public for South Carolina
My Commission Expires:
Mar. 14, 2006

EXHIBIT "A"

DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS

I. Lot 10, Woodridge Drive.

THAT certain piece, parcel or lot of land situate, lying and being in Fort Mill Township, York County, South Carolina, known as "Lot 10, Woodridge Drive," ^{ANG} ~~0.48 acres~~ said property having dimensions, metes and bounds as shown for "Lot 10" on a subdivision plat for Greenbriar Subdivision recorded in Plat Book 139 at Page 789 in the Clerk of Court's Office for York County, South Carolina.

II. 2.29 Acres, Heritage Blvd. (Former "Welcome Center" Parcel) ^{ANG} ~~2.29 ac~~ 2.252 ac

THAT certain piece, parcel or lot of land situate, lying and being in Fort Mill Township, York County, South Carolina, consisting of ~~2.29~~ acres, and being identified and shown on a plat of survey entitled "Survey of ~~2.29~~ Acres, Heritage Blvd., for Regent Park Corporation," certified to and prepared by Tom Stanford, S.C.R.L.S. Number _____, of Fisher-Sherer, Inc., dated November __, 2002, and to be recorded in Plat Book C121 at Page 10 in the Clerk of Court's Office for York County, South Carolina. _{ANG}

**TWELFTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.**

THIS Twelfth Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "Eighth Amendment") is made this 9th day of January, 2003, by **REGENT PARK CORPORATION**, a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

WHEREAS, Declarant has previously executed and recorded in the Clerk of Court's Office for York County, South Carolina amendments to the Covenants for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, in accordance with the mechanisms provided by the provisions of Article II for Additional Property, Declarant has executed this Amendment for the purpose of submitting and annexing additional lands as described herein to the Covenants.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this Twelfth Amendment is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the aforesaid Covenants. The property described in Exhibit "A" shall hereinafter be deemed as "Property" part of the Covenants in addition to "the Property" as previously defined and submitted to the Covenants by execution and filing of the Covenants, and amendments thereto.

IN WITNESS WHEREOF, Regent Park Corporation has caused this instrument to be executed the day and year first above written by its appropriate officer and director.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

REGENT PARK CORPORATION

Wanda L. Carter

By: Beverly Kubota
Beverly Kubota, its Chief Financial Officer

Cynthia P. McCraw

Attest: Marty D. Propst
Marty D. Propst, its Assistant Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGMENT
under SC Code §30-5-30(C)

I Cynthia P. McCraw do hereby certify that REGENT PARK CORPORATION by BEVERLY KUBOTA, CF, FIN. OFCR., and attested to by MARTY D. PROPST, its Assistant Secretary, both personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 9th day of January, 2003.

Cynthia P. McCraw (SEAL)
Notary Public for South Carolina
My Commission Expires: Mar. 14, 2006

EXHIBIT "A"

DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS

ALL that certain piece, parcel or tract of land consisting of 43.43 acres as shown and depicted on a plat entitled "Property Surveyed for SouthLand Resources, LLC, Located in the Fort Mill Township, York County, South Carolina" dated January 8, 2003, prepared and certified to by William T. Sanford, Jr., S.C.R.L.S. #17932, of Fisher-Sherer, Inc. Engineering & Surveying; said plat to be recorded herewith in Plat Book C-136 at Page 6 in the Clerk of Court's Office for York County, South Carolina.

Twelfth Amendment to Restated and Amended
Regent Park Covenants
Page 3

BK 04947 PG 135

FILED FOR RECORD 01/28/2003
AT 03:42:43PM BOOK 04977 PAGE 00008
David Hamilton - Clerk of Court
York County Courthouse
Instrument Number: 000106664

**THIRTEENTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP
IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.**

THIS Thirteenth Amendment to Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. (hereinafter "Thirteenth Amendment") is made this 27th day of January, 2003, by **REGENT PARK CORPORATION**, a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Regent Park Corporation as the Declarant first caused to be executed and recorded in the public records of York County that certain Amended and Restated Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owners' Association, Inc. in Record Volume 1070 at Page 87 in the Office of the Clerk of Court for York County (hereinafter referred to as the "Covenants"), which instrument amended a previous Declaration filed in Record Volume 987 at Page 105; and

WHEREAS, Article II of the Covenants described certain real property which was subject to the Covenants by the execution and recording of said document, as well as a description of additional property which could later be submitted to the Covenants with the action or consent of Declarant and in accordance with the mechanisms provided by the provisions of Article II; and

WHEREAS, Declarant has previously executed and recorded in the Clerk of Court's Office for York County, South Carolina amendments to the Covenants for the purpose of submitting and annexing additional lands to the Covenants; and

WHEREAS, in accordance with the mechanisms provided by the provisions of Article II for Additional Property, Declarant has executed this Amendment for the purpose of submitting and annexing additional lands as described herein to the Covenants.

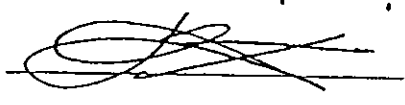
NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this Thirteenth Amendment is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the aforesaid Covenants. The property described in Exhibit "A" shall hereinafter be deemed as "Property" part of the Covenants in addition to "the Property" as previously defined and submitted to the Covenants by execution and filing of the Covenants, and amendments thereto.

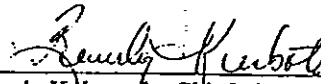
BK 04977 PG 0008

IN WITNESS WHEREOF, Regent Park Corporation has caused this instrument to be executed the day and year first above written by its appropriate officer and director.

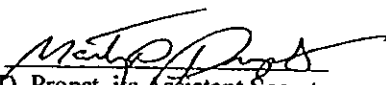
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

REGENT PARK CORPORATION



By: 
Beverly Kubota, its Chief Financial Officer

Wanda L. Carter

Attest: 
Marty D. Propst, its Assistant Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGMENT
under SC Code §30-5-30(C)

I Cynthia P. McCroy do hereby certify that REGENT PARK CORPORATION by BEVERLY KUBOTA, its Chief Financial Officer, and attested to by MARTY D. PROPST, its Assistant Secretary, both personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27th day of January, 2003.

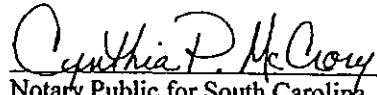
 (SEAL)
Notary Public for South Carolina
My Commission Expires: Mar 14, 2006

EXHIBIT "A"

**DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS**

"Tract 15" (Located on Regent Parkway):

ALL that certain piece, parcel or tract of land consisting of 13.220 acres as shown and depicted on a plat entitled "Property Surveyed for Regent Park Corporation, Located in the Fort Mill Township, York County, South Carolina" dated January 21, 2003, prepared and certified to by William T. Sanford, Jr., S.C.R.L.S. #17932, of Fisher-Sherer, Inc. Engineering & Surveying; said plat recorded in Plat Book C-141 at Page 5 in the Clerk of Court's Office for York County, South Carolina.

"Tract 7-B" (Located on Woodridge Drive and Heritage Parkway):

ALL that certain piece, parcel or tract of land consisting of 9.698 acres as shown and depicted as "Tract 7-B" on a plat entitled "Property Surveyed for Regent Park Corporation, Located in the Fort Mill Township, York County, South Carolina" dated January 17, 2003, prepared and certified to by William T. Sanford, Jr., S.C.R.L.S. #17932, of Fisher-Sherer, Inc. Engineering & Surveying; said plat recorded in Plat Book C-141 at Page 6 in the Clerk of Court's Office for York County, South Carolina.

"Tract 8" (consisting of Parcels "7-A" and "8-A") (located on/off Woodridge Drive)

ALL that certain piece, parcel or tract of land consisting of a total of 14.423 acres (including land identified as "Parcel 7-A" of 2.578 acres and "Parcel 8-A" of 11.845 acres) as shown and depicted on a plat entitled "Property Surveyed for Regent Park Corporation, Located in the Fort Mill Township, York County, South Carolina" dated May 9, 2001, prepared and certified to by William T. Sanford, Jr., S.C.R.L.S. #17932, of Fisher-Sherer, Inc. Engineering & Surveying; said plat recorded in Plat Book C-141 at Page 7 in the Clerk of Court's Office for York County, South Carolina.

EXHIBIT "A"

**DESCRIPTION OF ADDITIONAL LANDS SUBMITTED TO COVENANTS
PURSUANT TO ARTICLE II, SECTION 2.2 OF THE COVENANTS**

"Tract 15" (Located on Regent Parkway):

ALL that certain piece, parcel or tract of land consisting of 13.220 acres as shown and depicted on a plat entitled "Property Surveyed for Regent Park Corporation, Located in the Fort Mill Township, York County, South Carolina" dated January 21, 2003, prepared and certified to by William T. Sanford, Jr., S.C.R.L.S. #17932, of Fisher-Sherer, Inc. Engineering & Surveying; said plat recorded in Plat Book C-141 at Page 5 in the Clerk of Court's Office for York County, South Carolina.

"Tract 7-B" (Located on Woodridge Drive and Heritage Parkway):

ALL that certain piece, parcel or tract of land consisting of 9.698 acres as shown and depicted as "Tract 7-B" on a plat entitled "Property Surveyed for Regent Park Corporation, Located in the Fort Mill Township, York County, South Carolina" dated January 17, 2003, prepared and certified to by William T. Sanford, Jr., S.C.R.L.S. #17932, of Fisher-Sherer, Inc. Engineering & Surveying; said plat recorded in Plat Book C-141 at Page 6 in the Clerk of Court's Office for York County, South Carolina.

"Tract 8" (consisting of Parcels "7-A" and "8-A") (located on/off Woodridge Drive)

ALL that certain piece, parcel or tract of land consisting of a total of 14.423 acres (including land identified as "Parcel 7-A" of 2.578 acres and "Parcel 8-A" of 11.845 acres) as shown and depicted on a plat entitled "Property Surveyed for Regent Park Corporation, Located in the Fort Mill Township, York County, South Carolina" dated May 9, 2001, prepared and certified to by William T. Sanford, Jr., S.C.R.L.S. #17932, of Fisher-Sherer, Inc. Engineering & Surveying; said plat recorded in Plat Book C-141 at Page 7 in the Clerk of Court's Office for York County, South Carolina.

BYLAWS
OF
REGENT PARK COMMUNITY
OWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC., c/o New Heritage Carolina Corporation, 3000 Heritage Parkway, Fort Mill, York County, South Carolina, but meetings of members and directors may be held at such places within York or Lancaster Counties, South Carolina or Mecklenburg County, North Carolina, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Regent Park Community Owners' Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, etc. hereafter described in Section 3 hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Declaration" or "this Declaration" shall mean and refer to the "DECLARATION OF COVENANTS, RESTRICTIONS AND LIMITATIONS AND PROVISIONS FOR MEMBERSHIP IN REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.", dated April 18, 1994, recorded in the Clerk of Court's Office for York County, South Carolina, in Deed Book 987 at Page 105, *et seq.*, and as may also be subsequently recorded in the public records of Lancaster County, South Carolina, and Mecklenburg County, North Carolina, and as the same may be amended from time to time, together with any and all supplementary declarations or amendments pursuant to the Declaration which may be recorded from time to time. Reference is made to said Declaration for all of the defined terms which may be used herein in these By-Laws.

Section 4. "Declarant" shall mean and refer to Regent Park Corporation, of Fort Mill, South Carolina, and which shall be hereinafter referred to as "DECLARANT":

Section 5. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one month from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the months of April or May of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than thirty (30) days nor more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty (30%) percent of the votes of the Class A membership plus, and for so long as the Class B membership exists, an authorized representative of the Class B Members shall constitute a quorum for any action except as otherwise provided in the Declaration and Petition for Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the meeting shall be adjourned and another meeting shall be scheduled for a date not less than ten (10) days nor more than thirty (30) days subsequent to the initial meeting. Written notice of the time and place of the adjourned meeting shall be provided to all Members. The quorum requirement for the adjourned meeting shall be the presence of Members, or of proxies, entitled to cast twenty-five percent (25%) of the total vote of the Class A Membership and a representative of the Class B Members.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or Unit.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who shall be members of the Association. The Board shall initially consist of three (3) members appointed by the Declarant, but may be increased to five or nine members by vote of a majority of the Board members. All members of the Board shall be elected by the members after the appointment of the Board by the Declarant.

Section 2. Term of Office. At the first election of Directors by the members, the members shall elect three directors for a term of three years, three directors for a term of two years and three directors for a term of one year; and at each annual meeting thereafter the members shall elect directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Other than the initial Board of Directors which will be appointed by the Declarant as provided in Section 1 of Article IV hereof, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The initial Nominating Committee shall be composed of two of the initial members of the Board. Thereafter, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. At the first annual meeting of the members and prior to each annual meeting of the members thereafter the Nominating Committee shall be appointed by the Board of Directors to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make

as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held periodically at such place and hour as may be fixed from time to time by resolution of the Board. Telephonic meetings are expressly authorized. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;

(g) cause the Common Properties to be maintained.

(h) perform all other duties reasonably required of it to satisfy the functions of the Association as set forth in the Declaration and in the Petition for Incorporation.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Declaration and Petition for Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) fix the amount of the Annual Assessment against each Lot and Dwelling Unit at least thirty (30) days in advance of each annual assessment period;

(2) send notice of each Assessment to every Owner subject thereto pursuant to the requirements as provided in the Declaration; and

(3) file a lien and subsequent to such filing, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX MANAGEMENT AGENT

Notwithstanding the above described duties and responsibilities of the officers and directors of the Association, it is acknowledged that officers and directors may from time to time delegate as appropriate and lawful certain of their responsibilities and duties to the Association's Management Agent, if any, and such delegation shall be authorized and permitted herein. The initial management agent shall be NHUSA Property Management, Inc., a company affiliated with the Declarant under the Declaration, and whose contract extends for a period of two (2) years from the creation of the Association. Thereafter, the Board may employ a management agent at the compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article. Any such management contracts shall be for a reasonable term and shall provide that either the management agent or the Association may terminate such contract with or without cause by giving no less than ninety (90) days notice to the other party. If at any time during the management of the Property by this or some other professional management entity, any holders, insurers or guarantors of mortgages on Lots or Dwelling Units within the Property shall require that professional management of Association matters be maintained, and the Association is so advised in writing, any decision thereafter by the Association to establish self management by the Association shall require the prior consent of members holding sixty-seven (67%) percent of the votes in the Association and the approval of holders holding mortgages on Lots and Dwelling Units within the Association which have at least fifty-one (51%) percent of the votes of the Lots and Dwelling Units in the Association subject to holder mortgages.

ARTICLE X
COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these By-Laws and such other committees as deemed appropriate in carrying out the purpose of the Association.

ARTICLE XI
BOOKS AND RECORDS

The Association shall make available at all times, during reasonable business hours, to members and mortgage lenders making loans to members current copies of the Declaration, By-Laws, other rules and regulations relating to the Property, and the books, records and financial statements of the Association; provided, that the Association may charge a reasonable fee to cover the cost of copying and administrative time for any copies of information or documents requested. "Available" shall mean available for inspection, upon request, during normal working hours or under other reasonable circumstances. Moreover, if no audited financial statement for the preceding year is available, a mortgage holder shall be allowed to have an audited statement prepared at its own expense.

ARTICLE XII
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall be subject to a late charge of eighteen (18%) percent per year on the delinquent amount until the Assessment and any accrued late charges are paid in full. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Properties or abandonment of his Lot or Dwelling Unit.

ARTICLE XIII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC.", or an appropriate abbreviation thereof.

ARTICLE XIV
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, (but not a reconvened meeting pursuant to Article III, Section 4, unless a fifty-one (51%) percent quorum is present in person or by proxy) by a vote in favor of the amendment of at least sixty-seven percent (67%) of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Declaration and Petition for Incorporation and these By-Laws, the Declaration and Petition for Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV
DISSOLUTION

Upon dissolution, liquidation or final determination of the operations of the Corporation, its residual assets must not inure to the direct benefit of any member or shareholder but must be turned over to one or more non-profit organizations which are organized and operate for charitable or non-profit purposes in South Carolina or North Carolina.

ARTICLE XVI
MISCELLANEOUS


The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of REGENT PARK COMMUNITY OWNERS' ASSOCIATION, INC., a South Carolina non-profit corporation, and

THAT the foregoing ByLaws constitute the original ByLaws of said Association, as duly adopted at the initial meeting of the incorporating Board of Directors thereof, held effective the 1st day of _____, 1995.


Acting Secretary
ASST.

MDP:REGENT:RPCOA:BYL