

STATE OF SOUTH CAROLINA) DECLARATIONS OF COVENANTS, CONDITIONS,
) RESTRICTIONS, RESERVATIONS,
) OBLIGATIONS, GRANTS, AND EASEMENTS
COUNTY OF RICHLAND) APPLICABLE TO ELDERS POND SUBDIVISION
AND HOMEOWNERS ASSOCIATION

COPY

THIS DECLARATION made this 28TH day of May, 2002 by
TRIPOINT DEVELOPMENT COMPANY OF SOUTH CAROLINA, L.L.C., a South
Carolina limited liability company, ("Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property
described in Exhibit attached hereto and incorporated herein by
reference; and,

WHEREAS, the Declarant intends to develop said property
and any other real property which it may hereafter acquire
contiguous thereto and incorporate as additional phases of ELDERS
POND SUBDIVISION; and,

WHEREAS, the Declarant does intend to incorporate phases
of development into this Declaration of Covenants providing for the
ELDERS POND HOMEOWNERS ASSOCIATION, INC., so as to provide for
additional "Members" of the "Association" as those terms are
hereinafter defined; and,

WHEREAS, Declarant desires to provide for:

(i) the ownership and maintenance of
certain common areas created and/or
established within the confines of
ELDERS POND SUBDIVISION; and,

(ii) the preservation of the values
of the properties of ELDERS POND
SUBDIVISION; and,

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Declaration of Coven



(iii) the rendering of community services; and,

(iv) a vehicle for the administration and the enforcement of certain covenants and restrictions applicable to ELDERS POND SUBDIVISION at the time Declarant transfers the common areas to the ELDERS POND HOMEOWNERS ASSOCIATION, INCORPORATED; AND,

WHEREAS, Declarant will cause to be incorporated, at the termination and/or conclusion of the development of ELDERS POND SUBDIVISION, under the laws of the State of South Carolina, a non-profit corporation known as THE ELDERS POND HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid and which are hereinafter more fully set forth; and,

WHEREAS, Declarant intends to relinquish the control and to transfer the ownership, management, and control of the ELDERS POND HOMEOWNERS ASSOCIATION, INC., to the owners of a "Lot" (as hereinafter defined) at the time Declarant deeds the common areas within the developed property to the homeowners association.

NOW THEREFORE, the Declarant hereby declares that the covenants contained herein shall be covenants running with the land and shall be in addition to and complimentary to any other Covenants, Restrictions, Easements, Charges and Liens of record and shall apply to the lands described in Exhibit "A" attached hereto and any other real property Declarant may hereafter acquire and incorporate herein and as may be placed from time to time under the coverage hereof by the Declarant by incorporating this Declaration by specific reference. The Declarant reserves in each instance the

right to add additional restrictive covenants with respect to land owned by it and covered hereby and to limit the application of this Declaration to lands owned by it and subjected hereto in the future.

ARTICLE I DEFINITIONS

A. "Association" shall mean and refer to ELDERS POND HOMEOWNERS ASSOCIATION, INC., a South Carolina nonprofit corporation, its successors and assigns.

B. "Common Property" shall mean and refer to certain property which is deeded to the Association for the use and benefit of its members and any personal property acquired by the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners, Residents and their guests.

C. "Declarant" or "Developer" shall mean and refer to TRIPOINT DEVELOPMENT COMPANY OF SOUTH CAROLINA, L.L.C., a South Carolina limited liability company, its successors and assigns.

D. "Declaration" shall mean and refer to this Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to THE ELDERS POND SUBDIVISION AND HOMEOWNERS ASSOCIATION, INC.

E. "Declaration of Covenants, Etc." shall mean and refer to this Declaration of Covenants and Restrictions providing for THE ELDERS POND HOMEOWNERS ASSOCIATION, INC.

F. "Lot" shall mean and refer to those portions of the Property upon which Declarant has constructed a Townhouse or other improvements for sale, use and occupancy as a single-family residential dwelling in conformity with the terms of this Declaration and the Declaration of Covenants, Etc. as will be shown, with respect to the land described in Exhibit A, on a plat which will be filed of record by Declarant prior to the conveyance of the first Townhouse to the purchaser thereof, and, with regard to the Additional Property, on plats which will be filed of record by Declarant at the appropriate time.

G. "Owner" shall mean and refer to the owner (including the Declarant) as shown by the real estate records in the Office of the Register of Deeds (R/D) of Richland County, S. C., whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot and Townhouse

located within ELDERS POND SUBDIVISION, but notwithstanding any applicable theory of a mortgage or deed to secure debt, shall not mean or refer to the mortgagee or holder of a deed to secure debt, its successors or assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the R/D of Richland County, South Carolina, a long-term contract of sale covering any Lot, the Owner of such Lot shall be deemed to be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one in which the purchaser is required to make payments for the Lot for a period extending beyond nine (9) months from the date of such contract, and in which the purchaser does not receive title to the property until such payments are made, although the purchaser is given the use of said property.

H. "ELDERS POND SUBDIVISION" shall mean and refer to the lots in Richland County, South Carolina, on the Property.

I. "Property" unless the context shall otherwise require, shall mean and refer to that tract or parcel of land described on Exhibit A, together with all improvements thereon.

J. "Townhouse" or "Family Dwelling Unit" shall mean a single family dwelling unit constructed on any Lot.

NOTWITHSTANDING THE ESTABLISHMENT OF TOWNHOUSES AT ELDERS POND SUBDIVISION AND THE SUBMISSION OF THE PROPERTY TO THE TERMS AND CONDITIONS OF THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, OBLIGATIONS, GRANTS, AND EASEMENTS, ELDERS POND SUBDIVISION IS NOT A CONDOMINIUM PROJECT AS DEFINED IN THE HORIZONTAL PROPERTY ACT, CODE OF LAWS OF SOUTH CAROLINA, 1976 SECTION 27-31-10, et. seq.

ARTICLE II
COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS
APPLICABLE TO ALL LOTS IN ELDERS POND SUBDIVISION

A. Purpose. The primary purpose of this Declaration and the foremost consideration in the origin of same has been the creation of a fee simple townhouse development which is aesthetically pleasing and functionally convenient.

B. Residential Use. Each Lot and the Townhouse constructed thereon shall be used for residential purposes exclusively. No business or commercial activity of any nature shall be maintained in any Townhouse, including by way of illustration and not by way of limitation, telephone answering services, manufacturer's representatives, interior decoration services, and such other activities as do not directly constitute or necessitate the transfer of goods or merchandise from, in or about a Townhouse. However, until such time as Declarant has sold all of the Lots in Elders Pond Subdivision, it may use any Townhouse which it owns as a model unit or as a sales office.

C. Permitted Structures. No structure shall be erected, placed or permitted to remain on any Lot other than the following:

1. One single-family Townhouse to be used as a dwelling.
2. Landscaping structures of the type compatible with the Townhouses built in ELDERS POND SUBDIVISION, including, but not limited to, garden walls, walks, fences, driveways and parking areas.

D. Architectural Approvals.

1. Alterations to Townhouses: No Owner shall make modifications or alterations to such Owner's Townhouse which affect the structural integrity or soundness of the improvements located on the Property without previously obtaining the written approval of the Association. Changes to the interior of a Townhouse which do not affect the structural integrity or soundness or the improvements located on the Property may be made without the approval of the Association.

2. Landscaping Alterations: No owner shall make alterations, modifications or changes to the landscaping including, but not limited to, the removing, planting, or placing of trees, shrubbery, bushes, grass, or ground cover, or the construction or removal of walls, fences, fountains, pools, ponds, streams, gardens, decks, or patios without previously obtaining the written consent of the Association; provided, however, if shrubbery located on such portion of a Lot should die, the Association shall be responsible for its removal (unless the Owner shall have insurance proceeds available for such removal, in which event the Owner shall be responsible for its removal), but the Owner shall, at his expense, replace dead shrubbery with reasonable similar shrubbery; provided, however, that any such replacements may be of a lesser age.

3. Watering of Property/Grass and Plants: Owner understands and consents to the watering of owners front and side yards as deemed necessary by the landscaping lawn maintenance company contracted for such purposes. Further, owner understands that the sprinkler system for their property is charged to their water meter and shall not restrict nor prevent the landscaping lawn maintenance company from access to their water meter and the watering of owners grass and plants as deemed necessary by the

grounds maintenance company.

4. Procedure for Seeking Consent of Association:

In order to seek the consent of the Association required hereunder, an Owner shall submit to the President of the Association a written request for consent describing the modification, alteration, or change which the Owner desires to make. Such request shall be accompanied by full and complete plans and specifications, a site plan, a work schedule and list of those who will be performing the work for the alteration, modification or change which the Owner desires to make. The Association shall, in writing, grant or deny a request for its consent within sixty (60) days after receiving a written request for an Owner. If the consent requested is not granted or denied in writing within said sixty (60) day period, then the Association shall be deemed to have given its written consent as requested by the Owner.

5. Discretion of Association in Granting Consent:

The Association may base its decision to grant or deny its consent hereunder upon any ground including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the Association, seems sufficient.

E. Antennas, Air Conditioning Units and Other Objects Located Outside of Townhouse. No Owner shall install or permit to be installed television or radio antennae, window or roof-top air conditioning units or similar machines or objects outside of the Owner's Townhouse or which protrude through the walls or roof of a Townhouse.

F. No Signs. Except for the rights given Declarant under the Declaration of Covenants, Etc., no signs, advertisements, or notices shall be erected, exhibited, maintained, inscribed, painted, or affixed on any portion of a Lot or on any Townhouse by anyone including, but not limited to, an Owner, a realtor, a contractor, or subcontractor, except with the prior written consent of the Association or except as may be required by legal proceedings. If such consent is granted, the Association shall have the right to restrict the size, color, and content of such signs. Residential property identification and like signs not exceeding a combined total of more than one (1) square foot may be exhibited and maintained without the written consent of the Association. Likewise, a sign of not more than five (5) square feet advertising a Lot for sale may be exhibited or maintained during the period for which it is for sale without the consent of the Association.

G. No Burning. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot.

H. Pets. Except as in this section permitted, no animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot; provided, however, that an Owner may be permitted to keep no more than three (3) normal household pets (i.e., dogs or

cats) on his Lot. In the event that pets are kept on a Lot, such pets shall not be kept, maintained or bred for any commercial purposes and must be secured by a leash or lead at any time they are permitted outside a Townhouse. In no event shall an Owner maintain on a Lot any pet which causes distress to other Owners by barking, howling, whining, biting, scratching, or damaging property. The owner of such pets shall be responsible for cleaning up after said pets.

I. No Outbuildings or Temporary Structures. No mobile home, tent, barn, shed, pet pen, pet house, or other similar outbuilding or structures shall be placed on any Lot at any time, either temporarily or permanently without previously obtaining the written approval of the Association. No structure of a temporary character shall be placed upon any Lot at any time.

J. Parking of Vehicles. No vehicle of any type (including, but not limited to, boats, trailers, trucks, buses, motor homes, recreational vehicles, motor scooters, go carts, motor bikes and campers) other than conventional automobiles and pick-up trucks shall be parked or maintained on any Lot except as the Association shall permit in an area specially designated for such purpose. None of the aforesaid vehicles shall be used as a living area while located on the Property nor shall any of the aforesaid vehicles be repaired or serviced on any portion of the property. Each Lot shall be entitled to two (2) parking spaces in their driveway. No onstreet parking is permitted, except temporarily.

K. Activities Causing Disorderly Conditions. The pursuit of hobbies or other activities which might lead to disorderly, unsightly, or unkept conditions shall not be pursued or undertaken on any Lot.

L. Disturbing Others. Each Owner shall be responsible for and shall regulate the occupancy and use of such Owner's Lot and townhouse so as to not unreasonably disturb other residents of ELDERS POND SUBDIVISION or to interfere unreasonably with the peace and enjoyment of the other Lots and Townhouses by the Owners thereof. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on a lot which creates an annoyance or nuisance to the Owners or residents within ELDERS POND SUBDIVISION. No Owner shall allow any disturbing noises on such Owner's Lot to interfere with the rights, comforts, or conveniences of other owners. No Owner shall permit any musical instrument to be played or any phonograph, television, radio, or other sound-making equipment to be operated on such Owner's Lots at a volume which disturbs or annoys other residents of ELDERS POND SUBDIVISION.

M. Rubbish and Trash. No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage, or other waste shall be stored only temporarily

awaiting pickup and must be kept in adequate sanitary containers. All equipment for the storage or disposal of trash, garbage, or other waste shall be kept in a clean and sanitary condition.

N. Maintenance of Townhouse Exterior and Landscaping. Each Owner shall maintain in good condition the exterior of his Townhouse and the landscaping of his Lot. Each Owner shall allow the landscaping maintenance company to water owner's lawn, shrubs, and trees as the company deems necessary.

O. Interior Window Coverings. All interior window coverings as viewed from the exterior shall be white or off-white in color.

P. Mailboxes. No mailbox shall be erected or installed on any Lot unless the Owner shall have received prior written approval from the Declarant as to the design, style and location of the mailbox.

ARTICLE III INSURANCE AND RECONSTRUCTION

A. Owner Must Provide Insurance of Townhouse. Each Owner shall, at owner's expense, insure his Townhouse and all other insurable improvements on his Lot in an amount not less than the then current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

B. Reconstruction or Repair of Damaged Townhouses. If any Townhouse shall be damaged by casualty, the Owner of such Townhouse shall promptly reconstruct or repair it so as to restore such Townhouse as nearly as possible to its condition prior to suffering the damage. All such reconstruction and repair work shall be done in accordance with plans and specifications therefor, approved by the Association. Encroachments upon or in favor of Townhouses or Lots, which may be necessary for or created as a result of such reconstruction or repair, shall not constitute a claim or basis of a proceeding or action by the Owner on whose Townhouse or Lot such encroachment exists, provided that such reconstruction or repair is done substantially in accordance with the plans and specifications approved by the Association or as the building was originally constructed.

ARTICLE IV
COVENANTS FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligations of Assessments.

Declarant covenants and each Owner of any Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) regular annual assessments or charges; and (2) special assessments or charges for the purposes set forth in this Article. Regular annual assessments and special assessments are to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessment and special assessments together with such interest thereon and costs of collection therefor, as hereinafter provided, shall be a charge and continuing lien on the Lot and Townhouse thereon against which each such assessment is made. Each such assessment, together with assessed interest thereon and all costs of collection, as hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment first becomes due and payable. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Properties or abandonment of his Lot and Townhouse.

2. Date of Commencement of Annual Assessments.

The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the improvements to the first owner of the Townhome as defined in Article I Section (G).

3. Purpose of Regular Annual Assessment.

The regular annual assessment shall be levied by the Board of Directors of the Association, shall be payable monthly and shall be used exclusively for the improvement, maintenance, repair, and enhancement of the Common Properties, and, to provide the required services as set forth in Article V, Section 2 hereof and to provide so many of the discretionary services set forth in Article V, Section 3 as the Board of Directors may elect to provide.

4. Special Assessments.

In addition to the annual regular assessments authorized by Section 3 hereof, the Board of Directors of the Association may levy special assessments against Lots for the following purposes to the extent any regular annual assessment is insufficient:

- (a) Repair or replacement of any paved areas located on the Common Properties.
- (b) Repair, replacement and maintenance of the walls and landscaping on the Common

Properties.

(c) To provide for the necessary facilities and equipment to offer the services authorized herein.

(d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

(e) To repair and maintain the exterior surfaces of each Townhouse constructed on a Lot.

Before any special assessment is levied by the Association, it must receive the assent of a simple majority of the votes cast at a duly held meeting of the Association. In mailing out the notice of such meeting, the Association shall include in the notice one statement from those Directors favoring the special assessment and one statement from the Directors opposing the special assessment (if any), containing the reasons for those Directors' support and opposition for the assessment. Neither statement shall exceed two (2) pages in length.

In the event any Owner shall fail to fulfill his/her/its obligations under Article V hereof, and the Association shall fulfill any of such obligations for such Owner, the Association shall be entitled to specially assess such Owner, without the requirement of a vote, for all costs incurred by the Association in performing such service.

5. Reserve Fund.

The Association may establish reserve funds from its regular annual assessments to be held in reserve in an interest-bearing account or investments as a reserve for (a) major rehabilitation, major repairs, or major maintenance; and (b) for emergency and other repairs required as a result of storm, flood, wind, natural disaster or other casualty loss.

6. Certificate of Payment.

The Association shall upon demand at any time furnish to any owner liable for any regular or special assessment, a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid.

7. Effect of Non-payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association.

If the regular annual assessment or any special assessment is not paid by an Owner on or before its past-due date, then such assessment shall become delinquent, shall bear interest from the past due date until paid at the rate of the lesser of (i) fifteen per cent (15%) per annum, or (ii) the highest rate permitted by law, and shall automatically and immediately (together with interest thereon as provided herein and all costs of collection, including attorney's fee) become a charge and

continuing lien on the Lot and townhouse, against which each such delinquent assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, Tenant, successors and assigns.

If the assessment is not paid within thirty (30) days after the past-due date, the Association may, at its election, bring an action to foreclose its Lien on the property or bring an action at law against the Owner personally. If a delinquent assessment is put in the hands of an attorney at law for

collection, there shall be added to the amount of such assessment all costs of collection, including, but not limited to, fifteen (15%) per cent of the amount of the delinquent assessment and all interest therein as reasonable attorney's fees.

8. Subordination of the Lien to Deeds to Secure Debt.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt which now or hereafter placed upon any Lot and Townhouse which, except for such lien for assessments, would constitute a first lien on the Lot and Townhouse. Sums collected by foreclosure of such mortgage or deed to secure debt shall be applied first to the indebtedness secured thereby and all costs of collection, and second to the past due assessments, interest thereon and costs of collection.

9. Annual Statements.

The president, treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than \$250.00. Such officer shall furnish to each Member, who may request in writing, a copy of such statement within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

10. Annual Budget.

The Board of Directors shall prepare and make available to all Members, at least sixty (60) days prior to the first day of each fiscal year, a budget outlining anticipated receipts and expenses for the upcoming fiscal year. The Financial Books of the Association shall be available for inspection by all Members at all

reasonable times.

11. Uniform Assessment.

All assessments made under this Declaration shall be equal among Lots, except for the reduction permitted by Section 2 of Article IV, in the regular annual assessment for unoccupied Townhouses owned by the developer.

ARTICLE V
FUNCTIONS OF ASSOCIATION

1. Ownership and Maintenance of Common Properties.

The Association shall be authorized to own and maintain the Common Properties. The Association shall pay any ad valorem taxes on the Common Properties. Each Owner shall be responsible for the payment of all ad valorem taxes on his Lot and Townhouse.

2. Required Services.

The Association shall be required to provide the following services:

(a) Repair, replacement, and maintenance of the Common Properties and all improvements located thereon.

(b) Taking any and all actions necessary to enforce all covenants and restrictions affecting ELDERS POND SUBDIVISION and to perform all of the functions and duties delegated to the Association in any covenants or restrictions applicable to ELDERS POND SUBDIVISION.

(c) Providing administrative services, including, but not limited to, legal, accounting and financial, and communication services informing Owners of activities and giving required notices incident to carrying out the functions of the Association.

(d) Review of and approval or disapproval of plans and specifications for (i) work to any Townhouse or (ii) landscaping on any Lot, all as provided for in the Declaration of Rights, Restrictions, Etc.

(e) Maintenance of liability insurance for the Association in such amounts as shall be determined by the Board of Directors to protect the Association against claims for which the Board of Directors determine should be covered, including, without limitation, insurance for the officers and directors in connection with their management of the Association.

(f) Enforce the obligation of each Owner to

maintain and keep in good repair the exterior of such Owner's Townhouses(s) and such Owner's Lot(s).

(g) Maintenance of the Common Properties.

(h) Painting of the exterior (excluding roofs) of all Townhouses so that the exterior integrity and appearance of each Townhouse is preserved.

(i) Replacement of roofs when such need for replacement results from normal wear and tear due to aging.

3. Discretionary Services.

The Association shall be authorized, but not required, to provide the following services:

(a) Provide police protection and security including the employment of police and security guards.

(b) 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.

(c) Provide garbage and trash collection to each Townhouse.

(d) To purchase hazard insurance covering the improvements located on the Common Properties and any items of personal property which are a part of the Common Properties.

4. Obligation of the Association.

The Association shall be obligated to carry out those services specified in Section 2 of this Article, but shall not be obligated to carry out or offer any of the functions and services specified in Section 3 of this Article. The functions and services listed in Section 3 to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or to provide may be added to or reduced or may be changed in nature (i.e., form required to discretionary or vice versa) at any time upon the affirmative vote of a simple majority of those voting at a duly held meeting of Members together with the consent of Declarant, so long as Declarant owns a Lot primarily for the purpose of sale or has the unexpired option to add Additional Property, or any portion thereof, to the Development.

5. Pledge of Revenues.

The Board of Directors of the Association shall have the power and authority to borrow funds for the benefit of the

Association in performing its authorized functions and to pledge the revenues of the Association as security for such loans.

6. Owner's Responsibility.

Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of a Lot, together with all portions of the Townhouse, and other improvements thereon shall be the responsibility of the Owner of such Lot. The responsibility of each Owner shall include the maintenance, repair, and replacement of fixtures, equipment, and appliances (including, without limitation, the heating and air-conditioning system for his Townhouse) and all chutes, flues, ducts, conduits, wires, pipes, plumbing, or other apparatus which are deemed to be a part of his Lot. The responsibility of the Owner shall also include the maintenance, repair, and replacement of all glass, lights and light fixtures (exterior and interior), awnings, window boxes, window screens, and all screens or glass-enclosed porches, or decks which are a part of the Townhouse. Each Owner shall maintain his roof in a good state of repair except as provided for in Article V, 2 (i). In addition, each owner shall be responsible for replacing his roof as such need is caused by a hazard which is normally covered by the owner's hazard insurance. Each owner shall maintain and keep the exterior and grounds of his Townhouse in good, neat, clean, and sanitary condition and such responsibility shall include the maintenance and care of all lawns, trees, shrubs, hedges, grass, and other landscaping contained within such Lots. Each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any portion of the Lot or Townhouse which is the responsibility of the Owner, but which responsibility such Owner fails or refuses to discharge; the Association may specially assess the Owner for any amounts expended by the Association to discharge the responsibility of the Owner defined herein. In the event of any such assessment as herein provided, and the non-payment by the Owner within 30 days after notice and demand from the Association, the Association shall have the rights set forth in Article IV, Section 7 hereof.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership.

Every person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and Ownership of a Lot shall be the sole qualification for such membership. The foregoing is not intended to include mortgagees or other persons who hold an interest merely as a security for the performance of an obligation,

and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, regardless of whether title to a Lot is vested in more than one Owner, shall have more than one membership or one vote per lot.

2. Voting Rights.

Each Lot shall be entitled to one vote to be cast by the Owner thereof. When any Lot is owned by two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or, if two or more persons or entities have the same fiduciary relationship respecting the same property, or, if property is owned by a corporation, then such Owners shall file with the Secretary of the Association an instrument in writing signed by all such Owners designating one Owner (or in the case of a corporation, one of its officers) to cast the vote which is attributable to such Lot. The principles of this section shall apply, insofar as possible, to execution of proxies, waivers, consents, or objections and for the purpose of ascertaining the presence of a quorum.

3. Governing Body.

The Association shall be governed by a Board or Directors consisting of three (3) Members. Subject to the provisions of Article VI, Section 6, the election of the Board of Directors shall be by the Members as provided in the By-Laws.

4. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association.

The first time a meeting of the members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast fifty (50%) per cent of the total vote of the membership shall constitute a quorum. In the event the required quorum is not present at any such meeting, a second meeting may be called, subject to the giving of proper notice, and the presence of twenty five (25%) per cent of the total vote of the membership shall constitute a quorum for such second meeting. Any such second meeting must be held within sixty (60) days of the first meeting when the required quorum was not present. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements for such "duly called meeting" which may be established by the By-Laws of the Association. For the purpose of this section, "proper notice" shall be deemed to be given to each Member not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting at which any proposed action is to considered.

5. Proxies.

All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

6. Control by Declarant.

NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION, OR IN THE BY-LAWS OF THE ASSOCIATION, Declarant hereby retains the right to appoint and remove any Member or Members of the Board of the Directors of the Association and any officer or officers of the Association until such time as the first of the following events have occurred: (i) The expiration of ten (10) years from the date of the recording of this Declaration; (ii) the sale of the last Townhouse which Declarant elects to build, or (iii) the surrender of such right by Declarant evidenced by an express amendment hereto recorded in the public records of Richland County, South Carolina. Every Grantee of an interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots, and a special meeting of the Association shall be called at such time. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession. Any management contract or any other contract or lease executed by or on behalf of the Association during the period of Declarant's right to control the Association shall be subject to cancellation and termination at any time during the twelve (12) months next immediately following the expiration of such period of Declarant's control by the affirmative vote of the Owners to whom a majority of the votes in the Association appertain, unless the Owners by a like majority shall have expressly ratified and approved the same.

ARTICLE VII
ADDITIONAL PROVISIONS

A. Easement for Encroachment. If any portion of a Townhouse now encroaches upon any other Townhouse or Lot as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, there shall exist a valid easement for

these encroachments and for the maintenance of same so long as the buildings stand.

B. Term. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Declarant and persons claiming under them, specifically including, but not limited to, their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration, after which time all of said covenants shall be automatically renewed and extended upon the expiration of each ten (10) year period. There shall be no renewal or extension of the term of this Declaration if, prior to the expiration of the initial twenty (20) year period, or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by the owners of two-thirds (2/3's) of the Lots has been recorded agreeing to terminate this Declaration upon the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.

C. Enforcement of Covenants. In the event of a violation or breach of any of the restrictions contained herein by any Owner or agent of such Owner, the Owners of Lots in ELDERS POND SUBDIVISION any structure or landscaping in violation of these restrictions, to enter upon such Lot where such violation exists and summarily abate or remove the same at the expenses 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 and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions, contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

D. Liability of Association. The Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to, the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Association, whether given, granted or withheld.

E. Severability. Should any covenant or restriction herein contained, or any article section, subsection, sentence clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of any court, or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect.

F. Reservation of Easement. The Declarant hereby reserves unto itself, its successors and assigns, as perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain, and use electric service, community television antenna, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, sprinkler systems, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, storm drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such Property as may (a) have been used prior to the installation of such utilities for construction of a building; or (b) such portion of the Property as may be designated as the site for a townhouse. These easements and rights expressly include the right to cut any trees, bushes, and 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. The Declarant further reserves the right to locate wells, pumping stations, siltation basins, retention and detention ponds, and tanks within ELDERS POND SUBDIVISION in any open space or on any portion of the Property designated for such use on the applicable plat of said Property, or to locate same upon any portion of the Property. Such rights may be exercised by a licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service. Following the installation of any utility apparatus or other improvement on any portion of the Property pursuant to the provisions of this paragraph, the Declarant shall restore such portions of the Property as nearly as is reasonably possible to its condition immediately prior to such installation.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 28TH day of May, 2002.

COPY

WITNESSETH:

Kenneth C Hanson
Alain Hanson

TRIPPOINT DEVELOPMENT COMPANY
OF SOUTH CAROLINA, L.L.C.,
A South Carolina Limited
Liability Company

BY:

James R. Phillips, Member

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE

Personally appeared before me, Kenneth C. Hanson, who being duly sworn, deposes and states that he saw James R. Phillips, Member of the TRIPOINT DEVELOPMENT COMPANY OF SOUTH CAROLINA, L.L.C., sign, seal, and as its act and deed deliver the within written instrument and that s/he with Diane Hanson witnessed the execution thereof.

SWORN to before me this
28th day of May, 2002.

Kenneth C. Hanson

Diane Hanson
NOTARY PUBLIC FOR SOUTH CAROLINA
Commission Expires 7-3-06

EXHIBIT "A"

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as 47.57 Acres (known as Elder Pond Subdivision) and being more particularly shown and delineated on a plat prepared for TriPoint Development Company of SC, LLC by Cox & Dinkins, Inc. dated March 27, 2001 and recorded in the Office of the R/D for Richland County in book 503 at Page 1394;

LESS AND EXCEPTING:

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as Parcel "A", containing 10.82 Acres, on a plat prepared for NorthStone Group, LLC recorded in Book 597 at Page 1933.

This being the same property conveyed to TriPoint Development Company of SC, LLC by deed of Westbrook Summit, LLC dated April 10, 2001, and recorded in the Office of the R/D for Richland County in Book 504 at Page 2670.

TMS#Portion of 23100-01-01