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Declaration of Coven

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**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR HASTINGS POINT SUBDIVISION**

Prepared for  
**GARY REALTY COMPANY, INC,**

**FINAL DOCUMENT**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
HASTINGS POINT SUBDIVISION**

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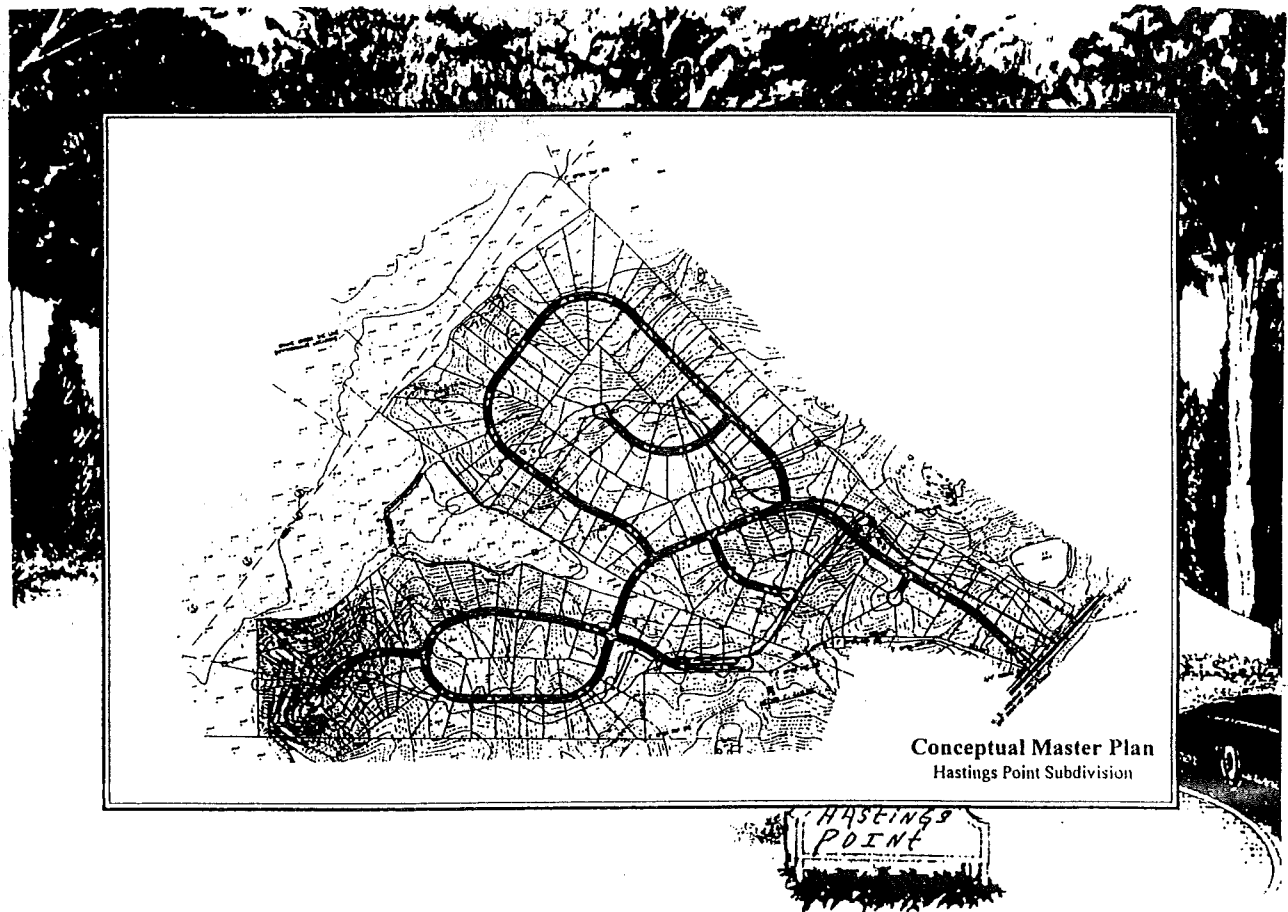
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## Executive Summary

The Hastings Point Subdivision is located in northeast Columbia, South Carolina. Access to the site is provided via Wilson Boulevard, approximately 2 miles north of Interstate 20. When completed, the project will consist of 212 acres of land subdivided into 170 lots. Lot sizes will range from three-fourths to a full acre. All homes will have a minimum of 2200 square feet of heated area.

All building plans will require review and approval by an architectural committee prior to actual construction. The layout of the subdivision will consist of two main streets branched into several cul-de-sacs (see diagram below).

The project will also include an attractively designed clubhouse with special events rooms, kitchen, fitness center, and offices. Tennis courts, playgrounds and natural areas will also be available..



DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter referred to as "Declaration"), made on the dates hereinafter set forth by Hastings Point Development Corporation, LLC, a South Carolina Limited Liability Corporation, hereinafter referred to as "Declarant

WITNESSETH:

WHEREAS, said corporation is the owner of the subdivision known as Hastings Point, and being a subdivision of:

"All that certain piece, parcel, tract or lot of land, situate, lying and being about eight miles NE of the City of Columbia and being located on the western side of U. S. Highway #21 in the Upper Township o, in the County of Richland, State of South Carolina and containing 217.4865 acres more or less as will appear by reference to a plat of same made for Olin M. Kinsler by Benjamin H. Whetstone, Registered Surveyors, dated February 10, 1966. Also further shown on a plat prepared for Gary Realty Co., Inc. by A&S of Columbia, Inc. dated September 2, 1998 and recorded in Plat Book 186 at Page 442 in the Office of Richland County Register of Deeds and said lot having the boundaries and dimensions as shown on said plat which are incorporated herein by reference.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1 "Association" shall mean and refer to Hastings Point, its successors and assigns.

Section 2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 4 "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

1. Club House
2. Hastings Lake
3. Entrance Area
4. Nature Trails
5. Tennis Courts
6. Play areas

Section 5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and the lake and the ponds.

Section 6 "Declarant" shall mean and refer to Hastings Point Development Corporation, a South Carolina Limited Liability Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such purpose and subject to such conditions as may be agreed to by the

members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of each class of members has been recorded.

Section 2 Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchases who reside on the Lot.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1 Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2 The Association shall have two classes of voting membership:

Class A Class A members shall be Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A



membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 2020.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2 Purpose of Assessments- The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area 1.

Section 3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to and Owner, the maximum annual assessment for the Home Owners Association shall be Two Hundred Forty and no/100 dollars (\$240.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4 Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5 Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the

calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association as of the date of its issuance.

Section 8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive, or otherwise escape liability for the assessment provided waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu, thereof, shall extinguish the lien of such

assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

Section 1. No structure shall be erected on any Lot other than one single-family dwelling and attached or detached garage of similar design, including servants' quarters, if desired; and no use shall be made of any Lot or of any right or privilege appurtenant thereto other than for private residential purposes of a single family.

Section 2. No Lot referred to herein shall be subdivided or reduced in size without the written consent of the Declarant, provided, however, that adjacent Lot Owners or purchasers may acquire an additional Lot or Lots, or a portion thereof, for the purpose of adding said Lot or Lots, or such portion, to the Lots already owned or purchased by them. In such case, where less than a full Lot is involved, the portion of said additional Lot shall become merged with and an integral part of the Lot which is already owned or is purchased by the buyer of such additional Lot, and subject to these restrictions as one Lot.

Section 3. The order to maintain a high-level residential development, to assure that all houses and other structures are of appropriate size and are of harmonious design, properly located in relationship to neighboring structures, and adapted to the terrain of each Lot, the Declarant retains full

architectural control to achieve these objectives. Accordingly, no building, out-building, fence, wall, garage or structure of any kind or change therein, alteration thereof or addition thereto shall be erected or placed on any Lot until the complete plan, and the architectural control checklist attached hereto as Exhibit "A", have been completed in full and approved by Declarant or the Architectural Control Committee. Such approval shall not unreasonably be withheld and shall be given or denied in writing within twenty (20) days of the submission of such to the Declarant or the Architectural Control Committee, as the case may be.

Section 4. No residence or other major structure or improvement shall be erected upon any Lot except by a contractor licensed by the state of South Carolina.

Section 5. No tree with a diameter of eight (8") inches or more, nor dogwood tree with a diameter of three (3") or more, three (3') feet above ground level, shall be cut, dug up, severely pruned or removed from any Lot without prior written approval of Declarant or the Architectural Control Committee. In the event of a violation of this paragraph, the Lot Owner shall promptly replace such tree with a tree of equal size and value, or be subject to imposition of a fine by Declarant, which fine shall constitute a lien upon the Lot and enforceable as other liens prescribed herein.

Section 6. No radio or television transmission or reception tower or antenna shall be erected on any Lot hereby conveyed, unless cable television is not available to the Lot, in

which event a customary antenna which does not exceed ten (10') feet in height above the roof-ridge of the house will be permitted. In no event shall any free-standing transmission or receiving tower or dish be permitted.

Section 7. No above-ground swimming pool, or fencing or other enclosure around the same, shall be placed, erected or permitted to remain on any Lot hereby conveyed. Any swimming pool shall meet all applicable requirements of state and county regulation and shall be subject to architectural approval as set out in paragraph 3 above, which may be more stringent than such state and/or county regulations.

Section 8. All driveways, sidewalks and entrances to garages or houses shall be of concrete or a substance approved in writing by Declarant or the Architectural Control Committee and be of acceptable quality.

Section 9. Any mailbox or delivery receptacle and its support shall be black in color, and of a type and design approved by Declarant. The design, type, color, and lettering of any property identification marker, and the placement of any mailbox or delivery receptacle or property identification marker, shall be approved in writing by Declarant or the Architectural Control Committee prior to its installation.

Section 10. Neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by it or them nor for any structural defects in any work done according to such plans and specification. Further, neither

Declarant, nor any member of the Architectural Control Committee, shall be liable in damages to anyone submitting plans or specifications for approval hereunder or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to Declarant or the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damages.

Section 11. The building line on Lots shall be variable and shall be determined by the Architectural Control Committee and designated in each individual deed.

Section 12. Each Owner agrees, during any construction on any Lot, to keep the Lot and adjacent street area free of debris and soil erosion, and promptly to repair any damage caused to any curb, gutter, storm drain, sidewalk, or pavement by Owner or Owner's agents, servants, employees, subcontractors and general contractors. No materials shall be left or stored upon the right-of-way of any street or road. The Lot Owner or his contractor shall install silt-screens wherever necessary to prevent erosion of soil or scattering or debris from the Lot and will remove trash from the Lot no less than weekly during the construction period. During any and all construction on the Lot,



Owner shall at all times make adequate provisions for trash dumpsters and portable toilets to serve the premises. Upon failure of Owner to comply with the terms of this paragraph within ten (10) days after written notice of violation, Declarant shall have the right to cure such violation at the expense of Owner, or impose a fine for each day of violation, either of which shall constitute a lien upon the Lot and enforceable as other liens prescribed herein but subject to first mortgages as prescribed herein.

Section 13. Each owner agrees not to occupy or permit occupancy of the residence constructed on the Lot until all approved landscaping in the front yard has been completed.

Section 14. No noxious or offensive activity or any other thing shall be had or done upon any Lot, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hog, goat, cow, horse, or other such animal shall be allowed or kept on any Lot. No dangerous or vicious dog, nor a dog which barks excessively as determined by Declarant in Declarant's sole discretion, shall be allowed or kept on any Lot. Nothing shall be done, or allowed, and no condition or situation shall be permitted on any Lot which shall constitute, cause or become a nuisance to a residential section, or any condition permitted on said Lot which shall pollute the water of any lake, stream or pond.

Section 15. No tent, shack, trailer, school bus, camper, boat or motor home, or temporary structure of any kind, shall be erected, kept, had or allowed at any time on any Lot; provided,

however, that a camper, boat, or motor home may be parked in an enclosed garage where such a recreational vehicle is not visible from the street or adjoining homes, and also provided such garage meets all requirements for building and improvements contained elsewhere in these restrictions.

Section 16. Unless otherwise specifically approved by Declarant or the Architectural Control Committee, any residence erected on any Lot hereby conveyed shall provide a minimum of two (2) standard-size motor vehicle parking spaces in a garage or covered carport. If the residence includes a garage with exterior doors, such doors shall be kept closed at all times, except when a person or vehicle is entering or leaving the garage. If the residents of the Lot regularly use more motor vehicles than garage or carport parking is provided for, the Lot Owner shall at all times maintain sufficient on-site paved parking spaces to accommodate all such vehicles.

Section 17. No automobile or motordriven vehicle which is in a condition such that it is inoperable upon the public highways shall be left upon any lot for a period in excess of five (5) days. After such five (5) day period, such vehicle shall be deemed to be a nuisance and detrimental to the welfare of the neighborhood and may be removed by Declarant at the expense of the Owner of the Lot, such expense to be a lien upon the Lot in the same manner as the other liens described herein, and enforceable in the same manner. This prohibition shall not apply to such vehicles as are stored wholly within a private garage, or screened area as approved by the Declarant of the

Architectural Control Committee. No commercial vehicle may be parked, stored or kept at any time on any Lot unless stored wholly within a private garage, or screened area as approved by Declarant or the Architectural Control Committee. Any such commercial vehicle kept in violation of this restriction shall be subject to removal by Declarant at the Lot Owner's expense, and imposition of a lien upon the Lot in the same manner as the other liens described herein and enforceable in the same manner.

Section 18. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers, which shall be placed and kept behind the house and out of sight from the street or neighbors' houses at all times. No clotheslines shall be allowed to be visible from any street or neighbor's house at all times. No clothesline shall be allowed to be visible from any street or neighbor's house.. The Lot, property and premises shall be kept clean at all times. If such litter or other materials is found on any Lot, the same shall be removed by the Lot Owner at his own expenses, upon written request of Declarant or the Architectural Control Committee, as the case may be. No cyclone or wire fences of any kind shall be permitted, maintained or allowed to remain upon any lot. No fence of any kind shall be permitted, maintained or allowed to remain upon any Lot unless approved in writing by Declarant or the Architectural Control Committee.

Section 19. Where no sewerage line is presently available, all sewage disposal shall be by septic tank, which the Owner shall keep in good condition and maintain in a manner

satisfactory to, and meeting the approval of, the State Board of Health, until such times as a public sewerage system is provided to serve the premises. At such time as a sewer line is installed adjacent to the Lot where improvements have been erected, the Lot owner agrees forthwith to cease using a septic tank and connect to the sewer. The Lot Owner will further pay to the Declarant or the public utility furnishing the same a sewer tap fee and an annual sewer charge in an amount approved by the South Carolina Public Service Commission. Owner shall install and at all times maintain in good operating condition water-saving devices relating to water use and sewage disposal on the premises as recommended and approved by the regulated utility providing such services.

Section 20. An easement is reserved unto the Declarant over the front and rear ten (10') feet and along five (5') feet of each side line of each Lot, for the purposes of utility installations, rights-of-way and the operation and maintenance thereof; and for seven and one-half (7 1/2') feet on each side of the center line of existing sewer lines for the maintenance, repair and replacement thereof.

Section 21. As to any Lot which borders on a lake or pond, the Owner shall have the privilege of fishing, swimming or boating in such lake or pond subject to the following conditions:

(a) The use of said lake or pond as aforesaid, shall be entirely at the risk of the Owner, and Owner's heirs and assigns, and the Declarant shall not be responsible for the

purity or cleanliness of the water of the aforesaid lake or pond, or for any substance therein.

(b) No dock or float shall be erected on or extended into such lake or pond without prior written approval of Declarant or the Architectural Control Committee.

(c) The use of such lake or pond shall be subject at all times to reasonable rules and regulations of the Declarant, which may provide, among other things, for closed seasons or terms for fishing, and restrict or prohibit the use of boats, motor boats, and other kinds of craft and provide reasonable rules and regulations for swimming. No motor boats shall be used or allowed on any lake or pond without prior written approval of the Declarant, which approval shall be in Declarant's sole discretion and may be granted and/or withdrawn at any time or times. Any boat used upon such lake or pond shall at all times display a decal which shall be supplied by Declarant.

(d) The Lot Owner may not withdraw water for such lake or pond without the written approval of the Declarant. Such approval may be granted and/or withdrawn at any time and from time to time.

(e) The Declarant shall not be held responsible for any damages caused to the Owner by reason of the flooding of any Lot hereby through causes beyond the control of the Declarant. The Declarant similarly shall not be held responsible for damages by reason of breaks in the dam of such lake or pond causing the waters therein to subside.

When Declarant no longer owns any Lot on the lake, the rights set forth above will automatically vest in Hastings Lake Association, Inc. unless previously assigned to that Association.

When Declarant no longer owns any lot on a specific pond, the rights set forth above will automatically vest in the specific Pond Association, unless sooner assigned to the Pond Association.

Section 22 As to any Lot which fronts on a lake or pond, if within a period of five (5) years after the date such Lot is conveyed by Declarant the Owner offers the Lot for sale as an unimproved Lot, the Declarant shall have the option to repurchase the same for the original purchase price paid plus ten (10%) percent thereof, and plus property taxes paid by the Owner.

Section 23. No for sale, for rent, advertising signs or billboards shall be erected on any Lot or house or displayed in any form to the public. No signs, as above described, shall be nailed or fastened to any tree at any time. In the event of a violation of this paragraph, Declarant shall have the right to remove any such sign at the expense of Owner. However, Declarant retains the right to have a sales office, model or other structure necessary for the promotion of Hastings Point Subdivision and signage indicating the same.

Section 24. It is understood and agreed by each owner that his Lot is sold "as is", and Declarant shall not be responsible for the installation or maintenance of storm drains, or maintenance of streets after each of such facilities respectively has been dedicated to Richland County or any other

appropriate public entity or regulated utility. Each Owner has the duty to inspect the Lot, and accepts the present condition of surface water drainage onto and off of such property and agrees that Declarant has no responsibility or liability in connection therewith.

Section 25. Owner shall not permit trees or other vegetation on the Lot hereby conveyed to obstruct vision of motorists at any street intersection.

Section 26. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation change shall be permitted which materially affects surface drainage upon any surrounding Lot, unless approved in writing by Declarant or the Architectural Control Committee as being in accordance with the approved grading plan for Hastings Point subdivision. In any event, the consequences of alteration to the natural grade of the Lot shall be the responsibility of Owner.

Section 27. The Declarant hereby reserves unto itself, its successors and assigns, the right to relocate, open, and close streets in the subdivision and to revise, resubdivide, and change the size, shape, dimensions and locations of Lots and streets, whether shown on a recorded plat, a promotional display or a lot layout plan; PROVIDED, however, that no Lot sold prior to such revision, relocation or change shall be deprived of that portion of the street or streets on which it bounds nor of access to such Lot from the streets in the subdivision.

Section 28. The Declarant hereby reserves unto itself, its successors and assigns, the following rights to which the

Owner agrees, by acceptance of his deed, to be bound, which obligations shall run with the title to each Lot and be binding on Owner's heirs, successors and assigns:

(a) In the event Declarant does not deed the roadways in the subdivision to Richland County, Owner shall, upon demand, pay Owner's prorata share of the costs of upkeep, maintenance and repair of said roadways.

(b) In the event Declarant shall establish security gates, fences or beautification areas within the subdivision, Owner shall, upon demand, pay Owner's prorata share of the costs of upkeep, maintenance, and repair of such gates, the lighting system, landscaping and irrigation system and any security personnel manning the same.

(c) In the event a security and/or protection system is put into operation for the protection of the residents and homeowners in the subdivision, Owner will be responsible for paying Owner's prorata share of the costs of such protection.

(d) Legal Description - Common Area

1. Club house
2. Hastings Lake
3. Entrance Area
4. Nature Trails
5. Tennis Courts

Owner shall, upon demand, pay Owner's prorata share of the costs of operation, upkeep, maintenance, repairs and replacement of all recreational amenities which may be established by Declarant for common use by property owners in



Hastings Point Subdivision, including the amenities described herein.

(e) Owner's obligation for payment of such prorata share of costs, set out in (a), (b), (c) and (d) above, and for payment of any other costs or fines as herein provided, shall be a continuing lien upon the Lot, subject only to the lien of a first mortgage thereon given to an institutional lender. Said lien may be enforced by Declarant in all respects as through secured by a recorded mortgage as provided by the laws of the state of South Carolina, and Declarant shall have the right but not the obligation to file notice of such lien in the office of the Register of Mesne Conveyances for Richland County. Declarant agrees promptly upon request by a Lot Owner or a prospective purchaser of any Lot or such purchaser's attorney a statement in writing as to any unpaid assessments then due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, however, such unpaid assessments may be added to those in the future charged to all Lot Owner's on a pro-rata basis. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 29. Declarant has established or will establish a home owners association for Hastings Point subdivision which shall be a South Carolina nonprofit corporation ("Home Owners

Association"), and the owner or owners collectively of any Lots or Lots shall automatically by virtue of such ownership be a member of the Home Owners Association, which membership shall be appurtenant to and may not be separated from ownership of the Lot. Upon sale or other transfer of ownership of title to such Lot the membership in the Home Owners Association shall be deemed for all purposes as being transferred to the person or other entity having acquired such ownership in proportion thereto. The provisions of this paragraph shall be mandatory. No Owner of any interest in such Lot shall have the right or power to disclaim, terminate or withdraw from membership in the Home Owners Association or any of the obligations of such membership. Owner further shall abide by all of the requirements of the articles of association, bylaws and rules and regulations of the Home Owners Association. The Home Owners Association may, at Declarant's sole discretion, be deeded the entrance ways and other improvements and amenities described in subparagraphs 29 (a), (b), (c) and (d) above, in which event Owner will pay to the Home Owners Association the costs and charges set out therein and as established from time to time by the Home Owners Association.

Section 30. Declarant has conveyed or intends to convey at such time as shall be deemed appropriate by Declarant legal title to Hastings Lake and its dam to a South Carolina non profit corporation (hereinafter called Hastings Lake Association"). If the Lot hereby conveyed fronts on Hastings Lake, the owner or owners collectively of said lot shall automatically by virtue of such ownership be a member of Hastings

Lake Association, which membership shall be appurtenant to and may not be separated from ownership of the lot. Upon sale or other transfer of ownership of title to such lot, the membership in Hastings Lake Association shall be deemed for all purposes as having been transferred to the person or other entity having acquired such ownership in proportion thereto. The provisions of this paragraph shall be mandatory. No owner of any interest in such lot shall have the right or power to disclaim, terminate or withdraw from membership in Hastings Lake Association or any of the obligations of such membership. Owner further shall abide by all of the requirements of the articles of association, by-laws, and rules and regulations of Hastings Lake Association. Owner shall, upon demand, pay Owner's prorata share of any costs and assessment levied against members by Hastings Lake Association. Owner's obligation for payment of such assessments shall be a lien enforceable in the same manner and subject to the same provisions as set out in paragraph 30 hereof, running to Hastings Point Home Owner's Association.

Section 31. Declarant has conveyed or intends to convey at such time or times as shall be deemed appropriate by Declarant legal title to any pond and its dam within Hastings Point subdivision to a separate South Carolina nonprofit corporation for each such pond (hereinafter called a "Pond Association"). As to each lot which fronts on such a pond, the owner or owners collectively of such Lot shall be a member of such Pond Association, which membership shall be appurtenant to and may not be separated from ownership of the Lot. Upon sale or other

transfer of ownership of title to any such Lot, the membership in the Pond Association shall be deemed for all purposes as having been transferred to the person or other entity having acquired such ownership in proportion thereto. The provisions of this paragraph shall be mandatory. No owner of any interest in such Lot shall have the right or power to disclaim, terminate or otherwise withdraw from membership in the Pond Association or any of the obligations of such membership. Owner further shall abide by all of the requirements of the articles of association, by-laws, and rules and regulations of the Pond Association. Owner shall, upon demand, pay Owner's prorata share of any costs and assessments levied against members by the Pond Association. Owner's obligations for payment of such assessments shall be a lien enforceable in the same manner and subject to the same provisions as set out in paragraph 29 hereon running to Hastings Point Home Owners Association.

Section 32. Declarant in its sole discretion may transfer or assign to the Home Owners Association, and any other lake or pond owners association which may be formed respectively, any or all of the rights herein established or reserved to Declarant, including the lien rights for payment of prorata costs shared by Lot Owners in the subdivision and other lien rights established herein.

## ARTICLE VI

### AMENDMENT WHILE DECLARANT IN CONTROL

So long as declarant owns at least twenty five (25%) percent of the Lots, this Declarant may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject tot his Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to his Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, after the establishment of the Homeowners Association, so long as the Class B membership exists, as defined in the Article of Incorporation of the Homeowners Association, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not

materially adversely affect the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, or at least a majority of the Class A members, as defined in the Articles of Incorporation of the Homeowners Association, and consent of the Declarant, so long as Declarant has an unexpired option to subject property to this Declaration. Amendments to this Declaration shall become effective upon recordation in the Office of the Register of Mesne Conveyances for Richland County, unless a later effective date is specified therein.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

Section 1. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one or more of these covenants or restrictions by judgment of court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. Except as to the rights reserved to the Declarant in Article VI of this Declaration, the covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners; and thereafter by an instrument signed by not less than seventy five (75%) percent of the Lot Owners. Any amendments shall be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHV/VA Approval. As long as there is a Class B membership, the following actions will be require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

In Witness Whereof, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29 day of February, 2000

**HASTINGS POINT DEVELOPMENT CORPORATION, LLC  
A SOUTH CAROLINA LIMITED LIABILITY CORPORATION**

**WITNESS**

*W. L. Maurice*

**BY: Charles B. Gary**

*Charles B. Gary*  
**Partner**

**BY: Howard Armstrong**

*DA. N. S.*

*Howard D. Armstrong*  
**Partner**

*Walter Cobley*  
Notary Public for South Carolina  
Commission Expires 3-22-09



EXHIBIT "A"

HASTINGS POINT ARCHITECTURAL CONTROL CHECKLIST

Date: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Lot No.: \_\_\_\_\_

Scope: The purpose of this checklist is to provide the Architectural Control Committee with accurate information concerning proposed construction within the subdivision. The following items must be submitted for approval:

1. Site Plan - Indicating proper building setbacks, walks, decks, driveways, outbuildings, etc.

\_\_\_\_\_ Site Plan approved/disapproved as noted.

2. Floor Plans - Indicating general floor plan layouts, heated and gross square footage, porches, stoops, etc.

\_\_\_\_\_ Floor Plans approved/disapproved as noted.

3. Elevations - Depicting exterior design, material designations, roof pitches, column sizes and configuration, details, etc.

\_\_\_\_\_ Elevations approved/disapproved as noted.

4. Exterior Color Scheme - Provide proposed colors for exterior siding, trim, cornice, etc. along with brick and shingle samples.

\_\_\_\_\_ Color Scheme approved/disapproved as noted.

5. Tree Survey - To be included will be site plan depicting any tree that is 8 inches in caliper at 3 feet in height and all dogwood trees that are 3 inches in caliper at 3 feet in height.