White Birch Circle
Homeowners Association Inc.

300 White Birch Circle—Columbia, SC 29223

Member Booklet

Articles of Incorporation & Covenants
By-Laws

Revised 2009
(Filed with Richland County June 30, 2009)

BYLAWS

FOR

WHITE BIRCH CIRCLE HOMEOWNERS ASSOCIATION, INC.
Columbia, South Carolina

A SOUTH CAROLINA NONPROFIT CORPORATION

ARTICLE I
Name and Location

The name of the corporation is White Birch Circle Homeowners Association, Inc. (formerly known as Smallwood Village Phase 3 Homeowners Association, Inc.), hereinafter referred to as the "Association." The principal office address of the Association is 300 White Birch Circle, Columbia, South Carolina 29223. However, meetings of the members and directors may be held at such places within the State of South Carolina, County of Richland, as may be designated by the Board of Directors.

ARTICLE II
Definitions

Section 2.01. "Association" shall mean and refer to White Birch Circle Homeowners Association, Inc., its successors and assigns.

Section 2.02. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions dated September 9, 1987 and recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Deed Book 857, Page 872 and in the Corrective Declaration dated May 20, 1988 and recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Deed Book 889, Page 818.

Section 2.03. "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 Areas.

Section 2.04. "Common Area" shall mean and refer to all property owned by the Association for the common use and enjoyment of the Owners.

Section 2.05. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the 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 performance of an obligation.

Section 2.06. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties (see Section 2.02) recorded in the Office of the Register of Deeds for Richland County, South Carolina.

Section 2.07. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

ARTICLE III
Meetings of Members

Section 3.01. Annual Meeting. The annual meeting of the members shall take place during the month of November. The time and place shall be determined by the Board of Directors.

Section 3.02. Special Meetings. Special meetings of the members may be called at any time by the Board of Directors or by petition signed by at least twenty-five percent (25%) of the total voting power of the Association.

Section 3.03. Notice of Meetings. Notice of all meetings shall be provided at a reasonable time prior to the appointed time of the meeting. The notice may be communicated by mail, newsletter, telephone, facsimile, or electronic mail. The notice shall include the date, hour, and place of all such meetings. If the meeting is a special meeting, the notice shall include a description of the matter to be considered. To the extent applicable, the statutory notice requirements of the South Carolina Nonprofit Corporation Act shall apply to all notices [e.g., S.C. Code Ann. § 33-31-705 (Notice of Meeting), S.C. Code Ann. § 33-31-141 (Notice), or the corresponding sections of any future amendments to the South Carolina Nonprofit Corporation Act], provided, however, that any statutory provision which may be varied by the articles of incorporation (the "articles"), bylaws, or rules of the Association shall not apply if the articles or bylaws or a rule does vary that statutory provision.

Section 3.04. Quorum. The presence at a meeting of members entitled to cast, or of proxies entitled to cast one-fifth (1/5) of the total votes shall constitute a quorum for any action except as otherwise provided in the Declaration, the articles, or these bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum of at least one-tenth (1/10) of the total votes shall be present or be represented.

Section 3.05. 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.

Section 3.06. Voting. There shall be one vote per Lot. The total number of Lots is fifty-nine (59), and therefore the total number of votes that may be cast is fifty-nine (59).

Section 3.07. Voting by Mail. The Board of Directors may elect to submit any particular proposal to vote by mail-in ballot. The mail-in balloting process shall comply with the requirements of the South Carolina Nonprofit Corporation Act [e.g., S.C. Code Ann. § 33-31-708 (Action By Written or Electronic Ballot) or the corresponding section of any future amendments to the South Carolina Nonprofit Corporation Act]. The closing date for the voting shall be shown in the notice to the members and shall be at least twenty-one (21) days after the date of the notice's postmark. A neutral third party shall receive and count the returned ballots and the membership shall be notified of the results as soon as practicable thereafter.

ARTICLE IV
Board of Directors

Section 4.01. Number. The affairs of the Association shall be managed by a board of five (5) directors (the "Board") who must be members of the Association, each with a specific office (see Article VII).

Section 4.02. Term of Office. The term of office for each director shall be two (2) calendar years. The terms shall be staggered so the continuity of understanding and action may be preserved. Upon the expiration of his or her term of office, each director shall be ineligible for election to the Board for a period of one (1) year.

Section 4.03. Nomination. Nomination for election to the Board shall be made by any Member of the Association. The secretary of the Board (or member of the Board responsible for notifications) shall, at least two months prior to the annual meeting, send a notice to all members informing them of the positions to be filled and requesting nominations for specific positions on the Board. The Board shall contact each nominee to obtain permission to present the nominee as a candidate for a position on the Board at the annual meeting. Nominations may also be made from the floor at the annual meeting. Under normal circumstances, the office of president is not an office for which nominations are received since the vice president/president-elect moves to the office of president.

Section 4.04. Election. Directors shall be elected at the annual meeting. The term of office begins January 1 of the year following the election. Members or their proxies may cast, with respect to each nominee, as many votes as they are entitled to exercise. The nominees receiving the highest number of votes for each open position on the Board shall be elected. Cumulative voting is not permitted.

Section 4.05. Removal. Any director may be removed from the Board, with or without cause, by a simple majority vote of the members of the Association. A vote to remove a director may be taken only at a meeting called for the sole purpose of removing the director and the notice of such meeting must state that the purpose of the meeting is to remove the director. In the event of the death, resignation, or removal of a director, the successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor. Notwithstanding the provisions of Section 4.02, an appointed successor shall be eligible for nomination and election to the Board at the end of the term of the predecessor.

Section 4.06. Action Taken Without a Meeting. The Board may take any action in the absence of a meeting which it could take at a meeting by obtaining the approval of a majority of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors and shall be so recorded by the Secretary.

Section 4.07. Registered Agent. The Board shall designate a person to serve as the registered agent for the Association and shall ensure that the appropriate change of registered agent form is filed with the South Carolina Secretary of State when a change of registered agent is made by the Board

Section 4.07. Compensation. No director shall receive compensation for any service he or she may render to the Association. Moreover, the Association shall not directly or indirectly lend money to or guarantee the obligation of a director. However, a director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE V
Meetings of Directors

Section 5.01. Regular Meetings. Regular meetings of the Board shall be held quarterly. Such meetings shall be called by the treasurer upon at least fifteen (15) days notice. At regular meetings, the Board shall review the financial status of the Association and may conduct other business. A summary of all regular meetings shall be provided to the members.

Section 5.02. Special Meetings. Special meetings of the Board of Directors shall be held at the call of the president or by any two directors upon at least three (3) days notice. A summary of all special meetings shall be provided to the members.

Section 5.03. Notice. Notice of Board meetings may be communicated in person or by mail, telephone, facsimile, or electronic mail. The notice shall include the date, hour, and place of all such meetings. If the meeting is a special meeting, the notice shall include a description of the matter to be considered. To the extent applicable, the statutory notice requirements of the South Carolina Nonprofit Corporation Act shall apply to all notices of Board meetings [e.g., S.C. Code Ann. § 33-31-822 (Call and Notice of Meetings), S.C. Code Ann. § 33-31-141 (Notice), or the corresponding sections of any future amendments to the South Carolina Nonprofit Corporation Act].

Section 5.04. Quorum. A simple majority of the total number of active 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 an act of the Board.

ARTICLE VI
Duties and Powers of the Board

Section 6.01. Preface. The duties and powers of the Board must be consistent with and supportive of the stipulations presented in Article I of the Declaration.

Section 6.02. Duties. It shall be the duty of the Board to:

(a) Manage the affairs of the Association for the benefit of the Owners as described in the Declaration;

(b) Monitor the architectural plans review and control process (quoting from the Declaration) "to ensure proper use and appropriate development and improvement of every part of [White Birch Circle]; to protect the owner of each individual lot against improper use of any of the other lots which may depreciate the value of his Property; to guard against the erection on any of the lots of buildings to be built of improper or unsuitable materials; to ensure adequate and reasonable development of

said Properties; to encourage the erection of attractive improvements thereon with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain property setbacks from streets and adequate free spaces between structures; to ensure high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of property and all residents and, in general, to provide adequately for a residential subdivision of the highest quality and character";

(c) Cause to be kept a complete record of all its acts and corporate affairs and to present a summary statement thereof to the members at the annual meeting;

(d) Oversee all officers, agents and employees of the Association;

(e) Develop an itemized income and expense budget for the next fiscal year for presentation at the annual meeting;

(f) Fix the amount of the annual assessment against each Lot, based on the budget developed pursuant to subsection (e) above and other pertinent considerations, for presentation at the annual meeting;

(g) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period; and

(h) Maintain adequate liability and hazard insurance on property owned by the Association and maintain liability insurance for the members of the Board.

Section 6.03. Powers. The Board shall have the power to:

(a) Adopt and publish rules and regulations governing the architectural plans review and control process where applicable;

(b) Adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof;

(c) Establish monetary charges for personal use of the Common Areas by a Member or members of the Association;

(d) Suspend the voting rights and right to use of recreational facilities of a Member during any period in which such Member shall be in default in payment of any assessment levied by the Association (such rights may also be suspended after notice and a hearing, for a period not to exceed 180 days, for infraction of published rules and regulations);

(e) 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 the Declaration, the articles, and these bylaws;

(f) Declare the office of a director to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board;

(g) Employ independent contractors as they deem necessary and to describe the pertinent duties;

(h) Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner obligated to pay the same; and

(i) Enforce action to ensure compliance with the Declaration of Covenants and Restrictions by all Owners.

ARTICLE VII
Officers of the Board and Their Duties

Section 7.01. Enumeration of Offices. The officers of the Association shall be a president, a vice president/president-elect, a secretary, a treasurer, and a facilities administrator. All five officers shall be members of the Board and shall be members of the Association. Special offices may be created by resolution of the Board. The president and vice president/president-elect shall have staggered terms.

Section 7.02. Multiple Offices Held by One Person. No person shall simultaneously hold more than one office except in the case of special offices created by resolution of the Board.

Section 7.03. Duties. The duties of each officer shall be as follows:

(a) The president shall preside at all meetings of the Board; see that orders and resolutions of the Board are implemented; sign all leases, deeds, mortgages, and other written instruments; cosign promissory notes; and perform such other duties properly required of him or her by the Board, these bylaws, and state law;

(b) The vice president/president-elect shall act in the place and stead of the president in the event of his absence or inability or refusal to act; perform such other duties properly required of him or her by the Board, these bylaws, and state law; and assume the office of president when the president rotates off the Board, resigns, or is removed;

(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 members; keep appropriate current records showing the members of the Association together with their addresses and telephone numbers; maintain and/or file all legal documents, deeds, surveys, correspondence, plats, liens, records of property ownership, assessment responsibilities, etc.; and perform such other duties properly required of him or her by the Board, these bylaws, and state law;

(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; sign all checks and promissory notes of the Association; keep, or cause to be kept, proper books of account; cause an audit of the Association books by a public accountant as required by the Board or by petition of one-fourth (1/4) of the members of the Association; arrange for an itemized quarterly comparison of one-fourth (1/4) of the annual budget with actual itemized incomes and expenses for the quarter and year to date; prepare an annual itemized budget to be presented for review and approval by the membership at the annual meeting (members shall receive a copy of the proposed budget along with notice of the annual meeting); and perform such other duties properly required of him or her by the Board, these bylaws, and state law; and

(e) The facilities administrator shall be responsible for the proper maintenance and landscaping of the Common Areas as well as other areas that may be designated by the Board (proper aesthetics and upkeep shall involve cutting, trimming, planting, irrigation, cleaning, and any special maintenance required for specified facilities); and perform such other duties properly required of him or her by the Board, these bylaws, and state law

ARTICLE VIII
Committees

Section 8.01. Architectural Review Committee. There shall be an Architectural Review Committee appointed by the president and composed of at least two members of the Association and a licensed architect. The committee shall approve all plans for construction or remodeling (and the Board shall have the authority to submit a work stoppage request to the appropriate government authorities if any such work is undertaken without approval). The committee shall not approve any construction or remodeling plans which do not conform with construction in place as of November 13, 1995 and, therefore, among other things, reject a project:

(i) Which allows any use of a Lot for other than the private residential purposes of a single family;

(ii) Which provides for multifamily housing or which could be converted to such type housing;

(iii) Which is not a single family, unattached patio house;

(iv) Which is not arranged for zero lot line construction and uniform set-back from the street;

(v) Which is not designed to provide privacy in a manner similar to current completed construction (front, side, and rear privacy walls, window treatments, etc.);

(vi) Which has an overall height greater than the highest overall roof height from grade currently in place;

(vii) Which has less than 1800 square feet of heated area excluding the attached garage and any unfinished areas; or

(viii) Which does not have an attached two-car garage.

Section 8.02. Other Committees. The Board shall appoint other committees as it deems appropriate in carrying out its purpose.

ARTICLE IX
Assessments

Section 9.01. Obligation to Pay. As more fully provided in the Declaration, each Member is obligated to pay to the Association quarterly and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Assessments not paid when due shall be delinquent. Any assessment not paid within thirty (30) days after the due date, which is the first day of the first month of each quarter, shall incur a minimum late fee of $20.00 per quarter. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Lot (interest, court, and other costs and reasonable attorneys' fees 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 Areas or abandonment of his or her Lot.

Section 9.02. Due Dates and Special Assessments. The fiscal year and the assessment year shall be the calendar year. Assessments shall be paid quarterly, but this timetable may be changed by the membership at the annual meeting. A special assessment may be voted at a special meeting of the membership. A special assessment shall be in addition to the annual assessment. A two-thirds (2/3) majority of the total membership votes (includes votes by proxy) shall be required to pass a special assessment. Special arrangements may be used for any purpose for which the annual assessment is used unless a limited purpose is stated for the special assessment. In the latter case, the special assessment may be used for that stated purpose.

Section 9.03. No Refunds. Assessments are non-refundable by the Association in the event of a change in ownership of a Lot.

ARTICLE X
Parliamentary Authority

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with the Declaration, the articles, these bylaws, state law, or any special rules of order the Association may adopt.

ARTICLE XI
Amendment

Section 11.01. Approval. These bylaws may be amended at a regular or special meeting of the members. A majority of the total membership votes entitled to be cast is required to adopt an amendment. Amendments may also be approved without a meeting by means of a mail-in ballot

pursuant to Section 3.07. The notice of meeting or mail-in ballot instructions must state that the purpose, or one of the purposes, of the meeting/ballot is to amend the bylaws and must contain a copy and summary of the proposed amendment.

Section 11.02. Conflicting Provisions. In the event of a conflict between the Declaration, the articles, and these bylaws, the more restrictive of the provisions shall control.

ARTICLE XII
Adoption

Section 12.01. These bylaws shall be adopted and take immediate effect if and when a majority of the members vote in favor of same.

Section 12.02. These bylaws abolish, supersede, and take the place of any bylaws and amendments thereto that preceded them.

Section 12.03. A current copy of these bylaws shall at all times be kept by the secretary and another copy shall be kept in the Association's principal office. All amendments and revisions shall, after passage, be incorporated into the bylaws.

Adopted and effective as of June 23, , 2009.

Director

Director

Director

Director

Director

STATE OF SOUTH CAROLINA)
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COUNTY OF RICHLAND)

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, GRANTS AND EASEMENTS SMALLWOOD VILLAGE PHASE 3, PATIO HOMES, A CLUSTER HOUSING DEVELOPMENT LOCATED IN SMALLWOOD VILLAGE

WHEREAS, On September 10, 1987, a Declaration of Covenants, Conditions, Restrictions, Reservations, Grants and Easements (the "Declaration") relating to Smallwood Village Phase 3, now known as White Birch Circle, was recorded in the Office of the Register of Deeds for Richland County, South Carolina at Book D857 Page 872; and

WHEREAS, On May 27, 1988, a Corrective Declaration was recorded in the Office of the Register of Deeds for Richland County, South Carolina at Book D889 Page 818; and

WHEREAS, Article X of the Declaration gives White Birch Circle Homeowners Association, Inc., formerly known as Smallwood Village Phase 3 Homeowners Association, Inc. (the "Association"), the right to amend the Declaration from time to time; and

WHEREAS, The Board of Directors of the Association has recommended the adoption of this amendment to the Declaration; and

WHEREAS, Three-fourths (3/4) of the total voting power of the members of the Association has voted in favor of the adoption of this amendment;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Article XII – Use Restrictions, is added as follows:

12.01 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.

12.02 No Lot shall be subdivided or reduced in size without the written consent of the Board, 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 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.

2009

Book 1534-1851
2009049727 06/30/2009 11:18:23:360 Amend to Restrictions
Fee:$11.00 County Tax: $0.00 State Tax: $0.00

06/30/09

2009049727 Richard W. Rodden Richland County R.O.D.

12.03 In 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 Association retains full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, wall, garage or structure of any kind or alteration or additions thereto shall be erected or placed on any Lot until the complete plan, specifically proposed design and location thereof on the Lot, shall have been submitted to the Board or its Architectural Review Committee for approval. Such approval shall not be unreasonably withheld and shall be given or denied in writing within twenty (20) days of their submission to the Board or its Architectural Review Committee as the case may be.

12.04 The placement, design, type, color and lettering of any mailbox or delivery receptacles and its support must be approved by the Board or its Architectural Review Committee, together with property identification markers. Typical designs will be supplied upon requests.

12.05 No noxious or offensive activity or other thing shall be had or done upon any Lot hereby conveyed, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, or other such animals shall be allowed or kept on any Lot hereby conveyed. Nothing shall be done, or allowed, and no conditions or situations shall be permitted on any such Lot which shall constitute, cause or become a nuisance as a residential section, or any condition permitted on said Lot which shall pollute the water of any lake, stream or pond.

12.06 No tent, shack, trailer, school bus, camper, boat or motor home, or temporary structure of any kind shall be erected, kept, had or allowed at any time on any Lot hereby conveyed; provided, however, that a camper, boat, or motor home may be parked in an enclosed garage where such recreational vehicle is not visible from the street or adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these restrictions. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers, which shall be placed and kept behind the house, out of sight from the street or neighbors' house, at all times. No clotheslines shall be allowed to be visible from any street or neighbors' 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 Residential Owner, at his or her own expense, upon the written request of the Board or its Architectural Review Committee.

12.07 The Grantors reserve any water rights which they may have in any lake or pond. No conveyance, anything to the contrary notwithstanding, shall grant a property line closer than two (2) feet above the high water mark of any lake or pond. If such Lot borders within two (2) feet, as aforesaid, of such lake or pond, the Residential Owner shall have an easement appurtenant thereto with the right to cross said intervening two (2) feet strip for the privilege of fishing, swimming or boating in such lake or pond subject to the following conditions:

6/20/09

(a) The use of said lake or pond, as aforesaid, shall be entirely at the risk of the Residential Owner, his or her heirs and assigns, and the Association shall not be responsible for the purity or cleanliness of the water of the aforesaid lake or pond, or for any substance therein.

(b) The Residential Owner may not construct a dock, float, or raft, or any projection of any kind from his property into, extended, or over said lake or pond.

(c) The use of such lake shall be subject at all times to reasonable rules and regulations of the Association, 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.

(d) The Residential Owner may not withdraw water from such lake or pond without the written approval of the Board.

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

12.08 The Association at its option may in the future convey the intervening two (2) foot strip around the pond or lake to the adjoining Lot owners. At such time, said adjoining Lot owners will own a percentage of such lake or pond determined by the numbers of Lots surrounding such lake or pond, and will assume the same prorata share for the maintenance of said lake and its dam.

12.09 If a security and/or protection system is put into operation for the protection of the Residential Owners in the development, the Residential Owners will be responsible for paying their prorata share of such protection. The Residential Owners' obligation for payment of such prorata share shall be a continuing lien upon each Residential Owners' Lot, subject only to the lien of a first mortgage thereon given to an institutional lender, said lien may be enforced by the Association in all respects as though secured by a recorded mortgage as provided by the laws of the State of South Carolina, and the Association shall have the right but not the obligation to file notice of such lien in the office of the Register of Deeds for Richland County.

12.10 It is understood that these restrictions shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, the Association shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions, however, shall be constructed to be for the benefit of the Association alone, which reserves the right to alter, amend, or release the same at will.

12/30/09

12.11 No sale, rent, advertising signs, or billboards shall be erected on any Lot or displayed in any form to the public, except as specifically approved in writing by the Board or its Architectural Review Committee. No signs, as above described, shall be nailed or fastened to any tree at any time.

12.12 The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

12.13 No Residential Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots unless approved in writing by the Board or its Architectural Review Committee.

12.14 No radio or television transmission or reception towers or antennae shall be erected on any Lot without the prior written approval of the Board or its Architectural Review Committee. In no event shall free standing transmission or receiving towers be permitted.

12.15 Neither the Board, the Association, nor any member of the Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Review Committee. Further, neither the Board, the Association, nor any member of the Architectural Review Committee shall be liable in damages to anyone submitting plans or specifications for approval under this section, or to any owner of property affected by this declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every owner of any Lot agrees, that he will not bring any action or suit against the Board, the Association, or any member of the Architectural Review Committee to recover for any such damages.

12.16 All driveways, sidewalks and entrances to garages or houses shall be concrete or a substance approved in writing by the Architectural Review Committee and of a uniform quality.

12.17 Each Residential Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Board, the Architectural Review Committee, or any aggrieved Residential Owner, jointly and severally, shall have the right to proceed in law or equity for the recovery of damages, or for injunctive relief, or both.

12.18 If any sentence, clause, or paragraph of this Declaration shall be found by a court of competent jurisdiction to be invalid or unenforceable, it shall in no way affect the validity or enforceability of any other sentence, clause, or paragraph hereof.

@ 6/30/09

12.19 Any wall which runs alongside a Lot is the property of the individual Residential Owner.

(a) Each Residential Owner is responsible for the maintenance and repair of his portion of the wall's interior from corner pin to corner pin.

(b) There shall be no alterations, modifications, or color scheme changes except as specifically approved in writing by the Board or its Architectural Review Committee.

(c) When and if the Board deems the wall is in need of repair or repainting, the Board shall present the corrective measures to be performed, in writing, to the individual Residential Owners. The Residential Owners shall have such work performed as directed within ninety (90) days of said directive. The Board may, at its discretion, have work performed on said wall by subcontractors as he may employ.

(d) No Residential Owner shall permit trees, limbs, and/or clinging vines/vegetation to touch any wall. The Association shall maintain the Common Area and shall not permit trees, limbs, and/or clinging vines/vegetation to touch any wall.

Article XIII – Rentals, is added as follows:

13.01 No Residential Owner shall lease a Residential Unit except by a lease agreement for a term of no fewer than twelve (12) months, which lease agreement shall be in writing and shall expressly require the lessee to abide by the terms of the Declaration and the bylaws of the Association.

13.02 Prior to executing a lease agreement for a Residential Unit, the Residential Owner shall submit the proposed lease agreement to the Board of Directors of the Association for approval, which approval shall not be unreasonably withheld so long as the proposed lease agreement complies with the requirements of this article.

13.03 Upon approval of a proposed lease agreement by the Board of Directors of the Association, the Residential Owner shall remit a security deposit to the Association in an amount five times (5x) the current annual assessment for owner-occupied Residential Units. The security deposit shall be used by the Association solely for the purposes stated in Section 8.01 of this Declaration and shall be refundable upon the vacation of the Residential Unit by the lessee.

13.04 Prior to occupancy, the lessee must complete an orientation with a member of the Board of Directors of the Association and receive a copy of the Declaration and the bylaws of the Association. Any Residential Owner who permits occupancy of a Residential Unit without first ensuring compliance with this requirement is subject to a fine in an amount two times (2x) the current annual assessment for owner-occupied Residential Units.

6/20/08

13.05 Occupancy of a Residential Unit by a lessee shall be subject to the continuing approval of the Board of Directors of the Association, which approval may be revoked at any time for violation of the Declaration or the bylaws of the Association by said lessee.

WITNESS my hand and seal this 30 day of June, 2009.

WITNESSES:

Pat Cavanaugh

Gaye P. Baldwin

White Birch Circle Homeowners Association, Inc.

By: Roger E. Urman (SEAL)

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 30th day of June, 2009 by Roger E. Urman, President of White Birch Circle Homeowners Association, Inc., a South Carolina nonprofit corporation, on behalf of the corporation.

Gaye P. Baldwin
Notary Public for South Carolina
My commission expires: 12-10-12

Per Sec'y State's Office 5-17-04.
Agent: C. Heath Manning
Address: Smallwood Circle

PLAT ATTACHED

D BK 1278 PGE 725

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

DEED 95 APR 13 10 52 AM '95

RECEIVED FROM MESNE CONVEYANCES
PAID BY PAUL BARTLETT

95061779

This Indenture made this 19th day of April, 1995, by and between Smallwood Village Phase 3 Homeowners Association, Inc. (hereinafter the "Grantor") and the County Council of Richland County the governing body of Richland County of the County and State aforesaid (hereinafter the "Grantee"), for and in consideration of the sum of One and 00/100 ($1.00) Dollar each to the other paid the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the agreements and conditions hereinafter contained do mutually agree as follows:

That, subject to the easements reserved herein, the Grantor does hereby grant, sell, bargain, release, and convey unto the Grantee, its successors and assigns, the following described property;

All that certain piece, parcel or lot of land with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, as more fully and delineated as Parcel B - Detention Pond on Plat prepared for Smallwood Village Phase 3 Homeowners Association by James M. Beasley, Jr., P.L.S. 9312, dated March 20, 1995, recorded in the RMC for Richland County in Plat Book ____, page ____ (the failure to record said plat or to insert the recording data herein shall not affect the validity hereof) a copy of which is attached hereto and made a part hereof as Exhibit A, and having the following metes, bounds, courses, and distances shown on said plat. This is a portion of that certain lot or tract of land shown as C. Heath Manning and C. Heath Manning, Jr. on a plat prepared for Smallwood Village Phase 3 recorded in Plat Book 52, page 5482, and reference to which plat is had for confirmation of the point of beginning of the parcel herein described. The parcel hereby conveyed lies to the east and abuts Lot 16 as shown on the plat of Smallwood Village Phase 3 recorded at Plat Book 52, page 5482.

Beginning at a point on the southern edge of the right-of-way of White Birch Circle at which point the property abuts Lot 16, which is the **POINT OF BEGINNING**, thence turn and run in a curved line along the southern edge of the right-of-way of White Birch Circle, which curve is subtended by a chord bearing N 56°51'03" E for a distance of 91.31' to an iron; thence turn and run along property shown as Parcel A S 64°31'51" E for a distance of 110.16' to an iron; thence turn and run along an undesignated triangular portion of lands of others S 81°54'45" E for a distance of 49.36' to an iron on the western edge of the right-of-way of Smallwood Road (S-40-1795); thence turn and run along the right-of-way S 05°33'44" E for a distance of 136.20' to an iron; thence turn and leave the right-of-way and run along property shown as now or

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formerly of Fox Run, Inc. N 82°56'00" W for a distance of 236.00' to an iron; thence turn and run along the common line of Lot 16 N 01°56'29" W for a distance of 110.97' to an iron on the southern edge of the right-of-way of White Birch Circle, which is the **POINT OF BEGINNING**. All measurements, courses, distances are a little more or less.

This conveyance is subject to the following reservations, rights and easements:

The Grantor Smallwood Village Phase 3 Homeowners Association, Inc. reserves unto itself its successors and assigns, an easement to enter upon the aforesaid Parcel B for the purposes of landscaping, and maintaining the landscaping, the property around the detention pond for beautification and aesthetic purposes; and the Grantor further reserves unto itself, its successors and assigns the right to draw the waters from the detention pond for landscape and irrigation purposes for the landscaping of Parcel B and other properties held as common properties by Smallwood Village Phase 3 Homeowners Association, Inc., together with the right to install and maintain the appliances and fittings necessary for utilization of this easement. The easements reserved are transferable.

And together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD, the said Property unto the said Grantee, their successors and assigns, upon the following conditions:

It is further understood and agreed by the Grantor that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that any such agreement will not be binding on the Grantee.

And the said Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, forever against the said Grantor so that neither Grantor nor those claiming under it shall hereafter have any interest in or claim the same, or any part thereof.

TMS 22710 Derivation Deed Book 1112, page 499

Grantee's Address: Richland County Government
County Administrator's Office
2020 Hampton Street
Columbia, S. C. 29202

BK 1278 PG 726

D BK 1278 PGE 727

WITNESS the Hands and Seal of Grantor and Grantee this 19th day of April, in the year of our Lord one thousand nine hundred ninety-five and in the two hundred and nineteenth year of the independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR

Smallwood Village Phase 3 Homeowners Association, Inc.
(Corp. Seal)

By: Kenneth J. Gutshaw
Kenneth J. Gutshaw
Its: President
and duly authorized
signatory.

and

By: Dalton M. Ivins
Dalton M. Ivins
Its: Secretary
and duly authorized
signatory.

APPROVED AS TO FORM

DATE 8-1-95

SIGNATURE

Lois Mitchell

GRANTEE

For County Council of Richland County

By: T. Cary McSwain
County Administrator

Attest: NOT NEEDED (Seal)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

Probate

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Smallwood Village Phase 3 Homeowners Association, Inc. by Kenneth J. Gutshaw, its President, and Dalton M. Ivins its Secretary sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he with the other witness whose signature appears above witnessed the execution thereof.

(Witness)

SWORN to before me this 19th day of April, 1995.

Notary public of South Carolina
My Commission expires: 10/17/04

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D BK 1278 AGE 723

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

Probate

Personally appeared before me the undersigned witness and made oath that s/he saw the within named County Council of Richland County by _____, its County Administrator, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

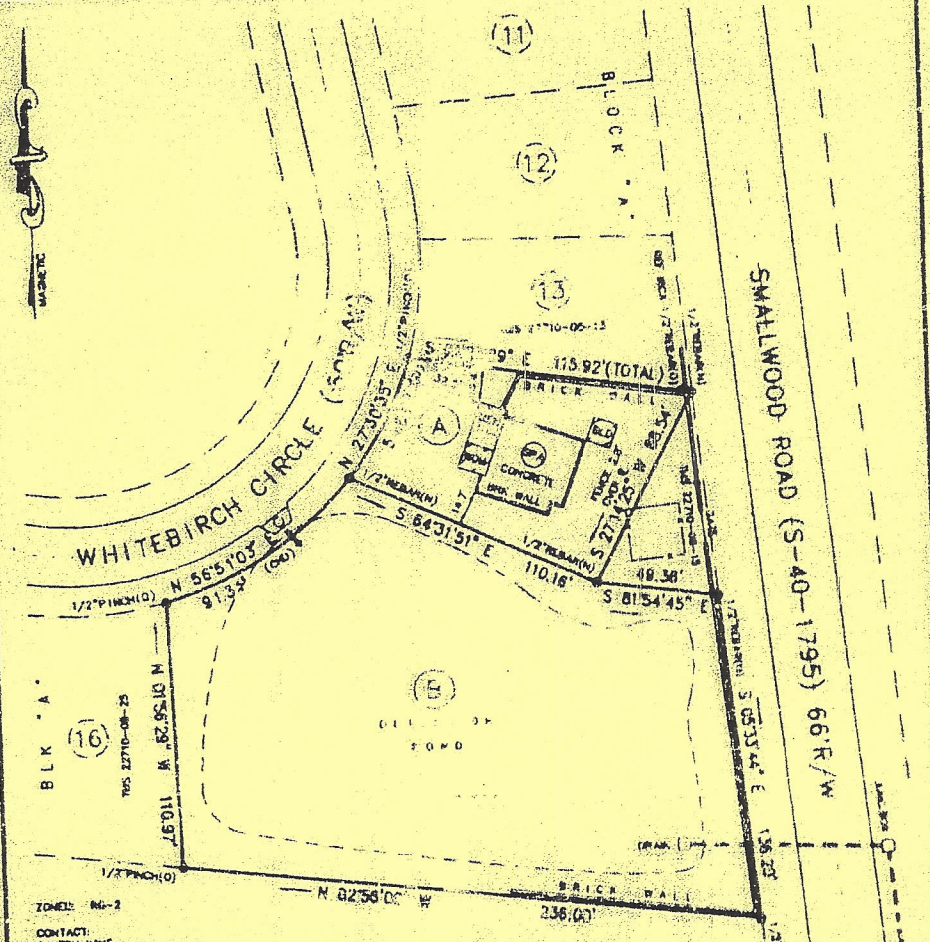
_____
(Witness)

SWORN to before me this 17
day of August, 1995

_____
Notary Public of South Carolina
My Commision expires: 4-11-2004

D BK 1278 AGE 723

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ZONED: RG-2

CONTACT:
DALTON IVINS
104 WHITE BIRCH CIRCLE
COLUMBIA, SC 29223-3200
(803) 736-4738

PARCEL "A" CONTAINS 0.18 AC (7763 SF) TO BE RETAINED BY SMALLWOOD VILLAGE PHASE 3 HOMEOWNERS ASSOCIATION, INC.

PARCEL "B" CONTAINS 0.75 AC (32652 SF) TO BE DEEDED TO RICHLAND COUNTY FOR MAINTENANCE

PLAT PREPARED FOR:

SMALLWOOD VILLAGE PHASE 3 HOMEOWNERS ASSOCIATION, INC.

RICHLAND COUNTY ON COLUMBIA, SOUTH CAROLINA.

THE SAME BEING DESIGNATED ON A PLAT OF SMALLWOOD VILLAGE, PHASE 3, BY UNITED DESIGN SERVICES, INC. DATED OCTOBER 12, 1988 (REVISED 3/16/89) AND RECORDED IN THE R.M.C. OF RICHLAND COUNTY IN PLAT BOOK 52 AT PAGE 5482

SCALE: 1" = 30'

DATE: MARCH 20 1995

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN

I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 G DATED 1/10/94 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON

I HEREBY STATE THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS, AND THE MONUMENTS SHOWN HAVE BEEN PLACED IN ACCORDANCE WITH THOSE REGULATIONS.

WILLIAM M. BRASINGTON
PROFESSIONAL LAND SURVEYOR - No. 9311

UNITED DESIGN SERVICES, INC. No. C00014

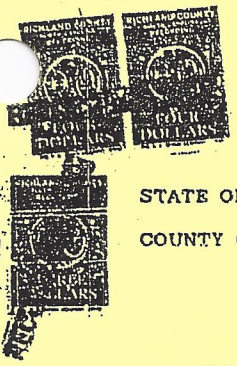
UNITED DESIGN SERVICES, INC.
601 DEVINE STREET, COLUMBIA, SC 29201
PH: (803)252-4762 ■ FAX: (803)256-2643

Exhibit "A"

TMS 22710-08-16

BK 1278 PAGE 729

D857/872
R: 9-10-87



1987 SEP 10 PM 1:41

APPROVED FOR RECORDING
DATE September 9, 1987
NAME
TITLE

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, GRANTS AND EASEMENTS SMALLWOOD VILLAGE, PHASE 3, PATIO HOMES A CLUSTER HOUSING DEVELOPMENT LOCATED IN SMALLWOOD VILLAGE

This Declaration made this 9th day of September, 1987, by The Manning Company, Inc., a South Carolina Corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property legally described in Section 2.01 of Article II of this Declaration (all of any portion of said real estate being hereinafter sometimes referred to as the "Property") and

WHEREAS, Declarant is desirous of immediately subjecting the Property described in Section 2.01 to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof, and shall inure to the benefit of and pass with said Property and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that the Property described in and referred to in Section 2.01 of Article II hereof, is, and shall be, held, transferred, conveyed, sold and occupied subject to the conditions, covenants, restrictions, reservations and easements (sometimes hereinafter referred to collectively as "Covenants") hereinafter set forth.

INDEX

ARTICLE I	General Purposes of This Declaration
ARTICLE II	Property Subject to This Declaration
ARTICLE III	Provisions Relating to the Commons
ARTICLE IV	Formation of Association
ARTICLE V	Maintenance of Commons
ARTICLE VI	Interim Procedure
ARTICLE VII	Obligations of Residential Owners
ARTICLE VIII	Rights of First Mortgagees of Residential Units
ARTICLE IX	Amendments and Additional Rules
ARTICLE X	Miscellaneous

ARTICLE I

General Purposes of This Declaration

Declarant contemplates construction on the Property of approximately Sixty-three (63) patio homes, private roadway and related facilities. The patio homes, together with the individual lots upon which they are situated (hereinafter referred to as "Residential Units"), will be sold to individual purchasers (hereinafter referred to as "Residential Owners") for use as their residences; and the remainder of the property, which shall include but not be limited to a private roadway and green areas (hereinafter referred to as the "Commons"), shall be held subject to the provisions of this Declaration and eventually conveyed to a South Carolina eleemosynary corporation (hereinafter referred to as the "Association") to be formed and conducted as hereinafter set forth for the benefit of the Residential Owners

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The Property is hereby subjected to the Covenants hereby declared to insure property use and appropriate development and improvement of every part thereof; to protect the owner of each individual lot against improper use of any of the other lots which may depreciate the value of this Property; to guard against the erection on any of the lots of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said Property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain property setbacks from streets and adequate free spaces between structures; to insure desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of Property and all residents and in general to provide adequately for a residential subdivision of the highest quality and character. Declarant reserves the right to impose upon each Residential Unit as it is conveyed to a Residential Owner such additional and/or supplemental restrictions, reservations, covenants and easements as it in its sole discretion shall deem desirable, which restrictions, reservations, covenants and easements may be enforced by Declarant in its sole discretion.

ARTICLE II

Property Subject to This Declaration

2.01 The Property which is by this Declaration declared to be held, transferred, sold, conveyed and occupied subject to the Covenants is located in the County of Richland, State of South Carolina, and is more particularly described in "Exhibit A" attached hereto and made a part hereof. Declarant specifically reserves the right to change the sizes, location and configuration of each of the lots shown on said plot prior to conveyance by Declarant in order that individuality of development may be obtained in Declarant's sole discretion. All owners shall be bound by Declarant's designation of such lot.

ARTICLE III

Provisions Relating to the Commons

3.01 The Commons, shall be and is hereby declared to be subject to the Covenants set forth in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration.

The General Commons is defined as the shaded area on the plat referred to in "Exhibit A".

A. General Commons

3.02 The General Commons is hereby declared to be subject to an easement for ingress and egress in favor of each Residential Unit and shall be held and maintained for the use and benefit of the Residential Units, and shall be subject to the rights of the Residential Owners for themselves and their guests and invitees to ingress and egress over, upon and across the private streets and paths in or upon the General Commons, and not for the use or benefit of the public generally. The easement herein granted shall be an easement appurtenant to and shall pass with title to each Residential Unit.

3.03 There shall be upon the General Commons such private streets and paths as shall be necessary to provide ingress and egress to and from the Residential Units for the use and benefit of the Residential Owners for themselves and their guests and invitees, and such landscaping, water sprinkler systems, lighting systems, other private streets and paths, benches and spaces for the parking of motor vehicles as the Association shall from time to time determine and shall be in compliance with such governmental laws, ordinances and regulations as shall be applicable from time to time.

3.04 There may also be upon the General Commons signs, fences and walls of such design as the Association shall determine from time to time and as shall be in conformity with all applicable governmental laws, ordinances and regulations. There may also be upon the General Commons such facilities for the housing of tools, vehicles and equipment, shelters for guards, and such other structures and facilities as shall be reasonably necessary for the carrying out of the duties imposed upon the Association hereunder, or as the Association may determine to erect from time to time.

3.05 Except as herein provided, there shall be no structures or enclosures above the ground of the General Commons, and no public commer-

cial or business use of any kind shall be permitted thereon.

3.06 Notwithstanding any other term or provision hereof, no vehicles shall be parked or left standing unattended at any time upon any of the private street upon the General Commons, or operated upon any of said private street in any manner violative of any law or ordinance which would be applicable if said private street were a public street. The Association shall have, and is hereby granted, all the right to enact and enforce the provisions of this Section 3.06, both by imposition of fines and other penalties and by removal of violating vehicles as said Association would at the time have if (i) said private street were public streets within the jurisdiction of the City of Columbia, South Carolina, and (ii) the Association were the duly constituted police department of said city. The right is further reserved to the then owner(s) of the General Commons to make and grant, from time to time, such easements and rights of way over, upon and under the General Commons or any part thereof for the construction and maintenance of facilities for supply of water, electricity and gas, the furnishing of telephone service, the furnishing of cable television service, and the removal of sewage and waste and other utilities, as shall be necessary or appropriate in order to provide said service to all the Residential Units and the Owners from time to time thereof, or in order to more fully establish and maintain the rights of ingress and egress described in Sections 3.02 and 3.03 hereof.

3.07 The General Commons and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to Article IX hereof.

ARTICLE IV

Formation of Association

4.01 In order to carry out the intents and purposes hereof, the Association will be forced by Declarant at such time as shall be deemed appropriate by it not later than the time at which all of the Residential Units shall have been sold to Residential Owners, and if Declarant shall fail so to do by such time, then the Association may be formed at any time thereafter by action of any one or more of the Residential Owners. Regardless of when or by whom formed, the Association and its Articles of Incorporation and By-Laws shall conform to the provisions of this Article IV.

4.02 The Owner or Owner collectively, of each Residential Unit shall be a shareholder or member of the Association and shall be entitled to cast, upon all matters upon which the shareholder or members shall be entitled to vote, one vote for each Residential Unit, except that with respect to each Residential Unit, until the conveyance thereof to the first Residential Owner, or his nominee, the Declarant or its agents shall be entitled to three votes for each such Residential unit instead of one vote. Upon sale or other transfer of any ownership interest in any Residential Unit, the ownership of the share or membership in the Association and the said power to vote shall be deemed for any purposes as having been transferred to the person or other entity having acquired such ownership interest in proportion thereto. Each Residential Owner shall, in advance of a meeting of the shareholders or members of the Association, designate in writing the particular individual who shall have the right to cast the vote on behalf of such Residential Unit.

4.03 The provisions of Section 4.02 hereof shall be mandatory. No owner of any interest in any Residential Unit shall have any right or power to disclaim, terminate or withdraw from his shareholding or membership in the Association or any of his obligations as such shareholder or member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

4.04 The purpose of the Association shall be to perform all the functions provided in this Declaration to be performed by the Association and the Association shall have an posseos all such powers as shall be necessary or appropriate for the accomplishment thereof.

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4.05 The Association shall have a board of not less than three Directors who shall be elected by the shareholders or members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in said Board occurring between regularly scheduled meetings of the members of shareholders may be filled by the Board of Directors if so provided by the corporate charter or By-Laws. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board of Directors and who

shall manage and conduct the affairs of the Association under the direction of the Board of Directors. Except as expressly otherwise provided by the charter or By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board of Directors from time to time and its officers under the direction of said Board, and shall not be subject to any requirement or approval on the part of its shareholders or members. The corporate charter and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissable by law.

4.06 The making of changes or amendments in this Declaration or in the easements, restrictions and rights herein set forth, and the amendment, modification and revocation thereof, all pursuant to the powers so to do granted or reserved to the Association in and by this Declaration, shall be done by the Association only upon recommendation of its Board of Directors with the approval by affirmative vote of not less than two-third (2/3) of the shareholder votes entitled to be cast upon such matter.

4.07 The Association shall obtain funds as it shall require from time to time by assessment upon the owners of Residential Units. The amount of such assessments shall be determined not less frequently than annually by the Board of Directors of the Association, who shall notify the shareholders or members as the case maybe, not less than 30 days before such action shall become effective. Except as otherwise provided herein or in Section 5.06 hereof, all assessments shall be levied equally upon the owners of the Residential Units and shall be paid monthly, quarterly, or otherwise as the Association may determine. The amounts assessed may include provisions or such reserves for future expenditures as the Board of Directors shall deem appropriate, and shall specifically include amounts necessary to establish an adequate reserve fund for replacement of those elements of the Commons property that must be replaced on a periodic basis.

4.08 In addition to the funds obtained pursuant to Section 4.07 hereof, the Association shall receive and utilize for any proper purpose such additional contributions as may be made to it by the Residential Owners or others, whether as an initial contribution made in connection with a first sale of any Residential Unit to a Residential Owner or otherwise.

4.09 To the extent necessary to provide for expenditures for which the requisite funds shall not have been provided by such assessments, the Association shall have power to borrow moneys from such sources and upon such terms and conditions and with such security as the Board of Directors shall determine, provided, however, that no property owned by the Association shall be encumbered to secure such borrowings without the affirmative vote of not less than two-third (2/3) of the votes entitled to be cast upon such matter.

4.10 The Association shall not distribute to its shareholders or members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next regular periodic assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required, but such reinstatement or increase shall not be retroactive.

4.11 Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entites regularly engaged in the performance of generally similar functions and duties as the Board of Directors shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board of Directors shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association itself shall also have power to perform its functions and carry out its duties, but shall do so only to the extent and so long as the performance pursuant to agreements as aforesaid shall not be reasonably feasible.

4.12 The Association shall receive title to the Commons from Declarant as contemplated by Section 6.04 hereof, and shall hold and deal with the Commons, and such other assets as it may receive from time to time, in accordance with the provisions of this Declarant and of its Articles of Incorporation and By-Laws. The corporate charter of the Association may, but need not, provide from time to time that upon dissolution of the Association, its assets shall be dedicated or distributed to an appropriate public agency or other non-profit organization to be devoted to uses and purposes corresponding as nearly as practicable to those set forth in this Declaration or in said corporate charter.

ARTICLE V

Maintenance of Commons

5.01 The Association shall determine and carry out or cause to be performed all maintenance, improvements, and repair of the General Commons and the private street, foot paths, easements of access to the Property, landscaping facilities for the supply of water, gas, electricity, removal of sewage and other utilities, and other improvements situated therein or appurtenant thereto, but in any event shall cause said private street and facilities to be maintained and repaired in compliance with all such governmental standards (other than width of streets) that would be applicable if said private street were a public street and said facilities were located therein. The private street shall be kept free of all obstructions so as to be open for the passage of fire, police and other emergency vehicles, personnel and equipment at all times, and the Residential Owners shall be obligated and responsible therefor in any case in which the Association shall fail to so do.

5.02 The Association shall pay, as agent and on behalf of the Residential Onwers and out of the funds furnished to it by them for such purpose, all taxes and other governmental impositions levied upon the Commons or any part thereof.

5.03 The Association shall be responsible for the care, maintenance and repair, including improving, mowing, cutting, pruning, weeding, watering, fertilizing and removal and replacement of the grass, shrubbery, plants and trees, if any, upon the General Commons.

5.04 The Association shall have the power (but shall not be required hereby) to provide for such guards and other attendants and services for the protection and benefit of the Property and its inhabitants generally as its Board of Directors may determine from time to time to do.

5.05 The Association shall also carry out or cause to be performed or provided in or about the Property all such additional functions in the nature of maintenance, improvements, repairs and services and recreational generally as shall be determined by its Board of Directors from time to time and said Board of Directors shall also have power to impose upon the individuals actually using or benefiting therefrom such additional charges for the use thereof and for the services rendered pursuant to Section 5.03 as said Board of Directors shall from time to time deem appropriate.

ARTICLE VI

Interim Procedure

6.01 Until each of the various Residential Units shall have been conveyed by the Declarant to the first Residential Owner thereof (or to such unsold Residential Unit, have all the rights granted to the Residential Owners including, without limitation, the right to cast upon all matters upon which the shareholders or members are entitled to vote, three votes for each such Residential Unit.

6.02 Until the Association shall have been organized and shall have assumed its duties and powers, the Declarant shall have all the rights, powers, duties and obligations herein granted to, or imposed upon, the Association and shall be authorized and empowered to take all such actions as the Board of Directors of the Association would have been authorized and empowered to take if the Association had then been formed.

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6.03 The powers granted to the Declarant by Section 6.02 hereof shall include, without limitation, the power to assess upon and collect from the individual Residential Owners their respective proportionate shares of the funds required for the carrying out of all the duties and obligations of the Association, except that the Declarant shall not obtain by means of any such assessment, reimbursement for any of the costs of the construction of any of the Residential Units or of the original improvements to or of the

Commons, it being the obligation of the Declarant to provide said construction at its cost.

6.04 The Commons shall be conveyed by the Declarant to the Association at such time as the Declarant shall determine, which conveyance shall be subject to all of such matters as shall then appear of record; provided, however, that the Commons shall be so conveyed, in any event, as soon as all the Residential Units shall have been conveyed to Residential Owners (or their nominees), and the Association shall have been organized and its corporate existence placed in good standing. By its execution of this Declaration, Declarant shall be conclusively deemed to have undertaken and agreed with the Association that the title to the Commons so conveyed shall be subject only to current taxes not yet due, to other matters exclusive of mortgages to which said title was subject as of the date of this Declaration, and to such mortgages and other matters as are contemplated or permitted by the terms of this Declaration or the Plat.

6.05 Until all Residential Units shall have been completed and delivered to their initial Residential Owners, Declarant shall have the right to use one or more Residential Units as model units to assist in its sales program.

ARTICLE VII

Easements for Encroachments and Maintenance

7.01 It is contemplated that each Residential Unit will have a zero lot line on an adjoining lot, which may entail an encroachment for roof lines and will entail the necessity of an easement for maintenance and repair of the building wall erected upon such zero lot line. Accordingly, each lot shall be subject to an easement for encroached not exceeding two feet created by settling and overhang of wall, roofs and eaves as designed or constructed by the original buildings erected thereon. A valid easement for such encroachment for the maintenance of some including cleaning of gutters, painting, and the like, so long as the structure stands, shall and does exist. In the event the structure is partially or totally destroyed, the Residential Owners agree that any repair or replacement which shall conform to the previous structure shall be allowed and that the same easement for encroachments shall continue to exist.

ARTICLE VIII

Obligations of Residential Owner

8.01 Notwithstanding anything to the contrary in this Declaration contained, if the Association shall incur any cost or expense for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or ommission of any Residential Owner or of any agent, employee or invitee of any Residencial Owner, such cost or expense shall not be borne by the Association but by such Residential Onwer, and if paid out by the Association shall be paid or reimbursed to the Association by such Owner forthwith upon the Association's demand, and shall be collectible in the same manner as assessments.

8.02 Any sum due to be paid by any Residential Owner to the Association which shall not be paid when due shall bear interest until paid at the highest rate permitted by law, but not exceeding fifteen (15%) per cent per annum nor less than eight (8%) per cent per annum. If any such sum shall not be paid when due, the Association shall have the right upon not less than fifteen (15) days notice to such Residential Owner to collect such sum by suit at law and all other legal means and to add to such sum and collect reasonable attorney's fees and all other expenses incurred by the Association in connection therewith.

8.03 The obligation of each Residential Owner to pay all sums assessed or imposed upon him to pay pursuant to this Declaration and to keep, observe and perform all the terms and provisions of this Declaration to be kept, observed and performed by him shall be a continuing lien upon the Residential Unit owned by such Residential Owner, subject only to the lien of such bona fide mortgages as maybe placed upon such Residential Unit and said lien may be enforced by the Association in all respects as though secured by a recorded mortgage as provided by the laws of the State of South Carolina.

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8.04 The Association shall have, and is hereby given, power to require full payment of all sums then due it from any Residential Owner as a condition precedent to the transfer of any interest in the Residential

8.05 The Association shall promptly provide any Residential Owner so requesting the same in writing with a written statement of all unpaid sums assessed or imposed upon such Residential Owner to pay pursuant to this Declaration. Any bona fide purchaser or mortgagee relying upon such statement shall not be liable for, nor shall the Residential Unit involved be subject to a lien for, any amount in excess of that contained in the statement; provided, however, a Residential Owner owing an amount in excess of that so stated shall not thereby be relieved of the obligation to pay the same.

8.06 By reason of the nature of the planned community herein contemplated, any violation on the part of any Residential Owner of any of the terms and conditions of this Declaration to be kept, observed or performed by him or any of the rules or regulations adopted by the Association pursuant to the authority herein granted to it so to do, will or is likely to result in damages which are irreparable or impossible of ascertainment. Therefore, the Association shall have, and is hereby granted, the right to prevent any such threatened violation on the part of any Residential Owner, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings, as well as by restricting or entirely suspending, for such period or periods as the Board of Directors of the Association may from time to time determine, the use by the offending person of any facility or service the use of which has been abused.

8.07 The various rights and remedies herein granted to the Association shall be in addition to all other rights and remedies which may be available and in addition to each other. All the right and remedies available to the Association may be exercised either concurrently or consecutively, or partly concurrently and partly consecutively as the Association may from time to time elect, and as often as the Association may elect.

8.08 The failure of the Association to seek redress for any violation or to enforce any term or provision of this Declaration or any any rule or regulation issued hereunder or pursuant hereto shall not be deemed a waiver of any such right of redress or enforcement, either as to any subsequent violation of a similar or other nature or as to any further continuation of any violation.

ARTICLE IX

Rights of First Mortgagees of Residential Units

Notwithstanding anything to the contrary in this Declaration contained:

9.01 The Association shall, upon written request by the first mortgagee of any Residential Unit, give written notice to such first mortgagee of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Covenants, including any supplements or amendments thereto, which has not been cured within sixty (60) days after such default.

9.02 Any first mortgagee who obtains title to any Residential Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such Residential Unit by mortgagee.

9.03 Unless at least seventy-five (75%) per cent of the first mortgagees (based upon one vote for each first mortgage owned) of the Residential Units or Residential Owners (other than Declarant) of the individual Residential Units in the development have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Residential Units (the Commons).

The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Residential Unit owner.

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(c) By act or ommission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the maintenance of any roadways or driveways, or the upkeep of lawns and plantings in the Property.

(d) Fail to maintain fire and extended coverage insurance on insurable Commons property on a current replacement cost basis in an amount not less than one hundred (100%) per cent of the insurable value (based on current replacement cost).

(e) Use hazard insurance proceeds for losses to any Commons property for other than the repair, replacement or reconstruction of such improvements.

9.04 First mortgagees shall have the right to examine the books and records of the Association.

9.05 First mortgagees of any Residential Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Commons property, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common property, and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

ARTICLE X

Amendments and Additional Rules

10.01 The Association shall have, and is hereby granted, the power to amend, modify and otherwise alter this Declaration and each and all of the terms and provisions hereof and each and all of the rules, covenants, easements agreement and restrictions herein contained, at any time and from time to time, by action recommended by its Board of Directors and approved by the affirmative vote of any proportion of its shareholders or members herein stipulated, subject to the limitation that such action shall not cause the Property or any part thereof to be in non-compliance with any zoning ordinance or other applicable law or governmental regulation.

10.02 Any action taken pursuant to Section 10.01 hereof shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument, but not earlier than the date on which such instrument shall be filed for record in the Office of the Register of Mesne Conveyance for Richland County, South Carolina.

10.03 The Association shall have, and is hereby granted, the power to adopt, amend, modify, and otherwise alter and enforce additional rules and regulations bearing upon the use and the manner of occupancy and maintenance of the Property, or any part thereof, at any time and from time to time by action recommended by its Board of Directors.

10.04 Any additional rules or regulations adopted by the Association pursuant to the authority granted to it in Section 9.03 hereof and any amendment or modification of any such additional rules or regulations shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument, but not earlier than the date upon which such instrument shall be filed for record in the office of the Register of Mesne Conveyances for Richland County, South Carolina if such recording shall be elected, and otherwise shall be effective as to each Residential Owner not earlier than the date upon which a full, true and complete copy of such instrument shall be transmitted to him in the manner herein provided for the service of notice upon him.

10.05 Whenever the association shall cause any instrument to be placed of record in order to render effective any action taken pursuant to

Sections 10.01 or 10.03 hereof, it shall be the duty of the Association to transmit a full, true and complete copy of such instrument to each Residential Owner promptly; provided, however, that failure so to do shall not invalidate or delay the effective date of any action effectuated by such instrument.

ARTICLE XI

Miscellaneous

11.01 If all or any part of the Commons only shall be taken through condemnation by any governmental authority having power so to do, the net proceeds of such taking shall be paid to and retained by the then owners of the Commons. For purposes of this Section 11.01, the term "condemnation" shall include also any sale under threat of condemnation to any governmental authority having condemnation power.

11.02 Any notice to be given hereunder shall be deemed to have been properly served in the following manners respectively: (a) in the case of a Residential Owner, if delivered personally to him or to a member of his household of the age of more than 15 years, or when placed in the United States mail, first class and registered postage fully prepaid, addressed to him at his most recent address as shown on the records of the Association (or of the Declarant prior to the organization of the Association); (b) in the case of the Declarant upon delivery to Declarant at its usual place of business in an envelope marked to refer to Declarant by name, provided that no notice shall be in any event binding upon Declarant until actually received by it, (c) in the case of the Association, upon delivery to its president, its secretary, or its registered agent in person or when placed in the United States mail, first class and a registered postage fully prepaid, addressed to the Association in care of its then Registered Agent at its then Registered Office.

11.03 If any term, provision, covenant, easement, agreement or condition contained in this Declaration, or any rule or regulation issued hereunder, shall be or be held to be invalid, the remainder of this Declaration and the remainder of such rules and regulations shall not be invalidated or terminated thereby but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement, condition, rule or regulation had not been included herein.

11.04 All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completed as though said easements and covenants were fully recited and set forth in their entirety in such documents.

11.05 The divisions of this Declaration into Articles, and the Article and Section numbers and headings, and the Index thereof, are for convenience only and the validity and enforceability of any portion of this Declaration shall not be affected or called into question by reason of the position thereof in this Declaration or the captions or Article headings pertaining thereto.

11.06 Whenever the word "Declarant" or any modifying or substituted pronoun therefor is used in this Declaration, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine, and neuter gender thereof.

WITNESS the hand and seal of THE MANNING COMPANY, INC., by C. Heath Manning, Its President, the day and year first above written.

WITNESSES:

THE MANNING COMPANY, INC.

BY: C. Heath Manning (SEAL)

C. Heath Manning, Its President

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF RICHLAND

PERSONALLY APPEARED before me the undersigned witness and made oath that s/he saw the within-named The Manning Company, Inc., by C. Heath Manning, its President, sign, seal and as its act and deed deliver the within Declaration of Covenants, Conditions, Restrictions, Reservations, Grants and Easements of Smallwood Village Phase 3 Patio Homes, and that she with the other witness whose name is subscribed above witnessed the execution thereof.

Valerie K Morris
WITNESS

SWORN TO Before me this

9th day of September, 1987

Notary Public for South Carolina
My Commission Expires: 10-22-96

C. Heath Manning, Jr.

All the above parcels being more particularly shown and delineated on a plat of Smallwood Village Phase 3 by UDS dated 10/8/88 and recorded in the Office of the RMC for Richland County in Plat Book 52 at Page 5482.

TMS# 22710-6-1 & 22710-7-1 & 22710-8-15 & 22710-1-4 & 22710-1-2 & 22710-6-20 & 22710-8-16

Subject, however, to existing easements, restrictions or plats of record.

DERIVATION

D642 at Page 400,
D241 at Page 310, D430 at Page 318, D527 at Page 364,

Book	Page	Previous Grantor	Recorded

GRANTEE'S ADDRESS

1 Smallwood Cr., Columbia, SC 29223

Together with all and singular, the rights, members and hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

HABENDUM

To have and to hold all and singular the premises unto Grantee, his Heirs, Successors and/or assigns.

All reference made herein to the singular includes the plural, all reference made herein to the masculine shall include the feminine and the neuter.

DATE OF EXECUTION

WITNESS my Hand and Seal on A.D. July 19, 1991

Signed, Sealed and Delivered in the Presence of

EXECUTION

Mary C. Long
WITNESS #1

C. Heath Manning

D BK 1212 PAGE 500

BK 1212 PAGE 501

WITNESS #2) GRANTOR

C. Heath Manning, Jr.

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF RICHLAND

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named C. Heath Manning & C. Heath Manning, Jr. sign, seal and as their act and deed deliver the within document and that s/he with the other witness whose name appears above witnessed the execution thereof.

SWORN to before me this
19th day of June, 1994

(L.S.) Mary C. Long

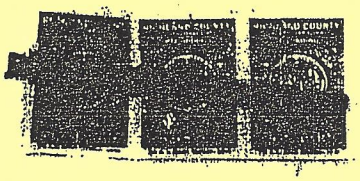
Notary Public for SC
My commission expires: 10-22-96

BK 1212 PAGE 501

1.2. (R)

D889/818
ReRec 5-27-88

PLAT ATTACHED.



'88 MAY 27 PM 3:45

CORRECTIVE - Deed Book D0857 at page 872.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, GRANTS AND EASEMENTS SMALLWOOD VILLAGE, PHASE 3, PATIO HOMES A CLUSTER HOUSING DEVELOPMENT LOCATED IN SMALLWOOD VILLAGE

This Declaration made this 20 day of May, 1988, by C. HEATH MANNING AND C. HEATH MANNING, JR. (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property legally described in Section 2.01 of Article II of this Declaration (all of any portion of said real estate being hereinafter sometimes referred to as the "Property") and

WHEREAS, Declarant is desirous of immediately subjecting the Property described in Section 2.01 to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof, and shall inure to the benefit of and pass with said Property and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that the Property described in and referred to in Section 2.01 of Article II hereof, is, and shall be, held, transferred, conveyed, sold and occupied subject to the conditions, covenants, restrictions, reservations and easements (sometimes hereinafter referred to collectively as "Covenants") hereinafter set forth.

INDEX

ARTICLE I	General Purposes of This Declaration
ARTICLE II	Property Subject to This Declaration
ARTICLE III	Provisions Relating to the Commons
ARTICLE IV	Formation of Association
ARTICLE V	Maintenance of Commons
ARTICLE VI	Interim Procedure
ARTICLE VII	Obligations of Residential Owners
ARTICLE VIII	Rights of First Mortgagees of Residential Units
ARTICLE IX	Amendments and Additional Rules
ARTICLE X	Miscellaneous

ARTICLE I

General Purposes of This Declaration

Declarant contemplates construction on the Property of approximately Sixty-three (63) patio homes, private roadway and related facilities. The patio homes, together with the individual lots upon which they are situated (hereinafter referred to as "Residential Units"), will be sold to individual purchasers (hereinafter referred to as "Residential Owners") for use as their residences; and the remainder of the property, which shall include but not be limited to a private roadway and green areas (hereinafter referred to as the "Commons"), shall be held subject to the provisions of this Declaration and eventually conveyed to a South Carolina eleemosynary corporation (hereinafter referred to as the "Association") to be formed and conducted as hereinafter set forth for the benefit of the Residential Owners.

The Property is hereby subjected to the Covenants hereby declared to insure property use and appropriate development and improvement of every part thereof; to protect the owner of each individual lot against improper use of any of the other lots which may depreciate the value of this Property; to guard against the erection on any of the lots of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said Property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain property setbacks from streets and adequate free spaces between structures; to insure desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of Property and all residents and in general to provide adequately for a residential subdivision of the highest quality and character. Declarant reserves the right to impose upon each Residential Unit as it is conveyed to a Residential Owner additional and/or supplemental restrictions, reservations, covenants, and easements as it in its sole discretion shall deem desirable, which restrictions, reservations, covenants and easements may be enforced by Declarant in its sole discretion.

ARTICLE II

Property Subject to This Declaration

2.01 The Property which is by this Declaration declared to be held, transferred, sold, conveyed and occupied subject to the Covenants is located in the County of Richland, State of South Carolina, and is more particularly described in "Exhibit A" attached hereto and made a part hereof. Declarant specifically reserves the right to change the sizes, location and configuration of each of the lots shown on said plot prior to conveyance by Declarant in order that individuality of development may be obtained in Declarant's sole discretion. All owners shall be bound by Declarant's designation of such lot.

ARTICLE III

Provisions Relating to the Commons

3.01 The Commons, shall be and is hereby declared to be subject to the Covenants set forth in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration.

The General Commons is defined as the shaded area on the plat referred to in "Exhibit A".

A. General Commons

3.02 The General Commons is hereby declared to be subject to an easement for ingress and egress in favor of each Residential Unit and shall be held and maintained for the use and benefit of the Residential Units, and shall be subject to the rights of the Residential Owners for themselves and their guests and invitees to ingress and egress over, upon and across the private streets and paths in or upon the General Commons, and not for the use or benefit of the public generally. The easement herein granted shall be an easement appurtenant to and shall pass with title to each Residential Unit.

3.03 There shall be upon the General Commons such private streets and paths as shall be necessary to provide ingress and egress to and from the Residential Units for the use and benefit of the Residential Owners for themselves and their guests and invitees, and such landscaping, water sprinkler systems, lighting systems, other private streets and paths, benches and spaces for the parking of motor vehicles as the Association shall from time to time determine and shall be in compliance with such governmental laws, ordinances and regulations as shall be applicable from time to time.

3.04 There may also be upon the General Commons signs, fences and walls of such design as the Association shall determine from time to time and as shall be in conformity with all applicable governmental laws, ordinances and regulations. There may also be upon the General Commons such facilities for the housing of tools, vehicles and equipment, shelters for guards, and such other structures and facilities as shall be reasonably necessary for the carrying out of the duties imposed upon the Association hereunder, or as the Association may determine to erect from time to time.

3.05 Except as herein provided, there shall be no structures or enclosures above the ground of the General Commons, and no public commer-

cial or business use of any kind shall be permitted thereon.

3.06 Notwithstanding any other term or provision hereof, no vehicles shall be parked or left standing unattended at any time upon any of the private street upon the General Commons, or operated upon any of said private street in any manner violative of any law or ordinance which would be applicable if said private street were a public street. The Association shall have, and is hereby granted, all the right to enact and enforce the provisions of this Section 3.06, both by imposition of fines and other penalties and by removal of violating vehicles as said Association would at the time have if (i) said private street were public streets within the jurisdiction of the City of Columbia, South Carolina, and (ii) the Association were the duly constituted police department of said city. The right is further reserved to the then owner(s) of the General Commons to make and grant, from time to time, such easements and rights of way over, upon and under the General Commons or any part thereof for the construction and maintenance of facilities for supply of water, electricity and gas, the furnishing of telephone service, the furnishing of cable television service, and the removal of sewage and waste and other utilities, as shall be necessary or appropriate in order to provide said service to all the Residential Units and the Owners from time to time thereof, or in order to more fully establish and maintain the rights of ingress and egress described in Sections 3.02 and 3.03 hereof.

3.07 The General Commons and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to Article IX hereof.

ARTICLE IV

Formation of Association

4.01 In order to carry out the intents and purposes hereof, the Association will be forced by Declarant at such time as shall be deemed appropriate by it not later than the time at which all of the Residential Units shall have been sold to Residential Owners, and if Declarant shall fail so to do by such time, then the Association may be formed at any time thereafter by action of any one or more of the Residential Owners. Regardless of when or by whom formed, the Association and its Articles of Incorporation and By-Laws shall conform to the provisions of this Article IV.

4.02 The Owner or owner collectively, of each Residential Unit shall be a shareholder or member of the Association and shall be entitled to cast, upon all matters upon which the shareholder or members shall be entitled to vote, one vote for each Residential Unit, except that with respect to each Residential Unit, until the conveyance thereof to the first Residential Owner, or his nominee, the Declarant or its agents shall be entitled to three votes for each such Residential unit instead of one vote. Upon sale or other transfer of any ownership interest in any Residential Unit, the ownership of the share or membership in the Association and the said power to vote shall be deemed for any purposes as having been transferred to the person or other entity having acquired such ownership interest in proportion thereto. Each Residential Owner shall, in advance of a meeting of the shareholders or members of the Association, designate in writing the particular individual who shall have the right to cast the vote on behalf of such Residential Unit.

4.03 The provisions of Section 4.02 hereof shall be mandatory. No owner of any interest in any Residential Unit shall have any right or power to disclaim, terminate or withdraw from his shareholding or membership in the Association or any of his obligations as such shareholder or member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

4.04 The purpose of the Association shall be to perform all the functions provided in this Declaration to be performed by the Association and the Association shall have an possess all such powers as shall be necessary or appropriate for the accomplishment thereof.

4.05 The Association shall have a board of not less than three Directors who shall be elected by the shareholders or members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in said Board occurring between regularly scheduled meetings of the members of shareholders may be filled by the Board of Directors if so provided by the corporate charter or By-Laws. The Association shall have such powers as shall be appropriate

from time to time, who shall be elected by the Board of Directors and who shall manage and conduct the affairs of the Association under the direction of the Board of Directors. Except as expressly otherwise provided by the charter or By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board of Directors from time to time and its officers under the direction of said Board, and shall not be subject to any requirement or approval on the part of its shareholders or members. The corporate charter and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissable by law.

4.06 The making of changes or amendments in this Declaration or in the easements, restrictions and rights herein set forth, and the amendment, modification and revocation thereof, all pursuant to the powers so to do granted or reserved to the Association in and by this Declaration, shall be done by the Association only upon recommendation of its Board of Directors with the approval by affirmative vote of not less than two-third (2/3) of the shareholder votes entitled to be cast upon such matter.

4.07 The Association shall obtain funds as it shall require from time to time by assessment upon the owners of Residential Units. The amount of such assessments shall be determined not less frequently than annually by the Board of Directors of the Association, who shall notify the shareholders or members as the case maybe, not less than 30 days before such action shall become effective. Except as otherwise provided herein or in Section 5.06 hereof, all assessments shall be levied equally upon the owners of the Residential Units and shall be paid monthly, quarterly, or otherwise as the Association may determine. The amounts assessed may include provisions or such reserves for future expenditures as the Board of Directors shall deem appropriate, and shall specifically include amounts necessary to establish an adequate reserve fund for replacement of those elements of the Commons property that must be replaced on a periodic basis.

4.08 In addition to the funds obtained pursuant to Section 4.07 hereof, the Association shall receive and utilize for any proper purpose such additional contributions as may be made to it by the Residential Owners or others, whether as an initial contribution made in connection with a first sale of any Residential Unit to a Residential Owner or otherwise.

4.09 To the extent necessary to provide for expenditures for which the requisite funds shall not have been provided by such assessments, the Association shall have power to borrow moneys from such sources and upon such terms and conditions and with such security as the Board of Directors shall determine, provided, however, that no property owned by the Association shall be encumbered to secure such borrowings without the affirmative vote of not less than two-third (2/3) of the votes entitled to be cast upon such matter.

4.10 The Association shall not distribute to its shareholders or members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next regular periodic assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required, but such reinstatement or increase shall not be retroactive.

4.11 Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entites regularly engaged in the performance of generally similar functions and duties as the Board of Directors shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board of Directors shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association itself shall also have power to perform its functions and carry out its duties, but shall do so only to the extent and so long as the performance pursuant to agreements as aforesaid shall not be reasonably feasible.

4.12 The Association shall receive title to the Commons from Declarant as contemplated by Section 6.04 hereof, and shall hold and deal

with the Commons, and such other assets as it may receive from time to time, in accordance with the provisions of this Declarant and of its Articles of Incorporation and By-Laws. The corporate charter of the Association may, but need not, provide from time to time that upon dissolution of the Association, its assets shall be dedicated or distributed to an appropriate public agency or other non-profit organization to be devoted to uses and purposes corresponding as nearly as practicable to those set forth in this Declaration or in said corporate charter.

ARTICLE V

Maintenance of Commons

5.01 The Association shall determine and carry out or cause to be performed all maintenance, improvements, and repair of the General Commons and the private street, foot paths, easements of access to the Property, landscaping facilities for the supply of water, gas, electricity, removal of sewage and other utilities, and other improvements situated therein or appurtenant thereto, but in any event shall cause said private street and facilities to be maintained and repaired in compliance with all such governmental standards (other than width of streets) that would be applicable if said private street were a public street and said facilities were located therein. The private street shall be kept free of all obstructions so as to be open for the passage of fire, police and other emergency vehicles, personnel and equipment at all times, and the Residential Owners shall be obligated and responsible therefor in any case in which the Association shall fail to so do.

5.02 The Association shall pay, as agent and on behalf of the Residential Onwers and out of the funds furnished to it by them for such purpose, all taxes and other governmental impositions levied upon the Commons or any part thereof.

5.03 The Association shall be responsible for the care, maintenance and repair, including improving, mowing, cutting, pruning, weeding, watering, fertilizing and removal and replacement of the grass, shrubbery, plants and trees, if any, upon the General Commons.

5.04 The Association shall have the power (but shall not be required hereby) to provide for such guards and other attendants and services for the protection and benefit of the Property and its inhabitants generally as its Board of Directors may determine from time to time to do.

5.05 The Association shall also carry out or cause to be performed or provided in or about the Property all such additional functions in the nature of maintenance, improvements, repairs and services and recreational generally as shall be determined by its Board of Directors from time to time and said Board of Directors shall also have power to impose upon the individuals actually using or benefiting therefrom such additional charges for the use thereof and for the services rendered pursuant to Section 5.03 as said Board of Directors shall from time to time deem appropriate.

ARTICLE VI

Interim Procedure

6.01 Until each of the various Residential Units shall have been conveyed by the Declarant to the first Residential Owner thereof (or to such unsold Residential Unit, have all the rights granted to the Residential Owners including, without limitation, the right to cast upon all matters upon which the shareholders or members are entitled to vote, three votes for each such Residential Unit.

6.02 Until the Association shall have been organized and shall have assumed its duties and powers, the Declarant shall have all the rights, powers, duties and obligations herein granted to, or imposed upon, the Association and shall be authorized and empowered to take all such actions as the Board of Directors of the Association would have been authorized and empowered to take if the Association had then been formed.

6.03 The powers granted to the Declarant by Section 6.02 hereof shall include, without limitation, the power to assess upon and collect from the individual Residential Owners their respective proportionate shares of the funds required for the carrying out of all the duties and obligations of the Association, except that the Declarant shall not obtain by means of any such assessment, reimbursement for any of the costs of the construction of

any of the Residential Units or of the original improvements to or of the Commons, it being the obligation of the Declarant to provide said construction at its cost.

6.04 The Commons shall be conveyed by the Declarant to the Association at such time as the Declarant shall determine, which conveyance shall be subject to all of such matters as shall then appear of record; provided, however, that the Commons shall be so conveyed, in any event, as soon as all the Residential Units shall have been conveyed to Residential Owners (or their nominees) and the Association shall have been organized and its corporate existence placed in good standing. By its execution of this Declaration, Declarant shall be conclusively deemed to have undertaken and agreed with the Association that the title to the Commons so conveyed shall be subject only to current taxes not yet due, to other matters exclusiv of mortgages to which said title was subject as of the date of this Declaration, and to such mortgages and other matters as are contemplated or permitted by the terms of this Declaration or the Plat.

6.05 Until all Residential Units shall have been completed and delivered to their initial Residential Owners, Declarant shall have the right to use one or more Residential Units as model units to assist in its sales program.

ARTICLE VII

Easements for Encroachments and Maintenance

7.01 It is contemplated that each Residential Unit will have a zero lot line on an adjoining lot, which may entail an encroachment for roof lines and will entail the necessity of an easement for maintenance and repair of the building wall erected upon such zero lot line. Accordingly, each lot shall be subject to an easement for encroached not exceeding two feet created by settling and overhang of wall, roofs and eaves as designed or constructed by the original buildings erected thereon. A valid easement for such encroachment for the maintenance of some including cleaning of gutters, painting, and the like, so long as the structure stands, shall and does exist. In the event the structure is partially or totally destroyed, the Residential Owners agree that any repair or replacement which shall conform to the previous structure shall be allowed and that the same easement for encroachments shall continue to exist.

ARTICLE VIII

Obligations of Residential Owner

8.01 Notwithstanding anything to the contrary in this Declaration contained, if the Association shall incur any cost or expense for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or ommission of any Residential Owner or of any agent, employee or invitee of any Residential Owner, such cost or expense shall not be borne by the Association but by such Residential Onwer, and if paid out by the Association shall be paid or reimbursed to the Association by such Owner forthwith upon the Association's demand, and shall be collectible in the same manner as assessments.

8.02 Any sum due to be paid by any Residential Owner to the Association which shall not be paid when due shall bear interest until paid at the highest rate permitted by law, but not exceeding fifteen (15%) per cent per annum nor less than eight (8%) per cent per annum. If any such sum shall not be paid when due, the Association shall have the right upon not less than fifteen (15) days notice to such Residential Owner to collect such sum by suit at law and all other legal means and to add to such sum and collect reasonable attorney's fees and all other expenses incurred by the Association in connection therewith.

8.03 The obligation of each Residential Owner to pay all sums assessed or imposed upon him to pay pursuant to this Declaration and to keep, observe and perform all the terms and provisions of this Declaration to be kept, observed and performed by him shall be a continuing lien upon the

Residential Unit owned by such Residential Owner, subject only to the lien of such bona fide mortgages as maybe placed upon such Residential Unit and said lien may be enforced by the Association in all respects as though secured by a recorded mortgage as provided by the laws of the State of South Carolina.

8.04 The Association shall have, and is hereby given, power to require full payment of all sums then due it from any Residential Owner as a condition precedent to the transfer of any interest in the Residential Unit owned by such Residential Owner.

8.05 The Association shall promptly provide any Residential Owner so requesting the same in writing with a written statement of all unpaid sums assessed or imposed upon such Residential Owner to pay pursuant to this Declaration. Any bona fide purchaser or mortgagee relying upon such statement shall not be liable for, nor shall the Residential Unit involved be subject to a lien for, any amount in excess of that contained in the statement; provided, however, a Residential Owner owing an amount in excess of that so stated shall not thereby be relieved of the obligation to pay the same.

8.06 By reason of the nature of the planned community herein contemplated, any violation on the part of any Residential Owner of any of the terms and conditions of this Declaration to be kept, observed or performed by him or any of the rules or regulations adopted by the Association pursuant to the authority herein granted to it so to do, will or is likely to result in damages which are irreparable or impossible of ascertainment. Therefore, the Association shall have, and is hereby granted, the right to prevent any such threatened violation on the part of any Residential Owner, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings, as well as by restricting or entirely suspending, for such period or periods as the Board of Directors of the Association may from time to time determine, the use by the offending person of any facility or service the use of which has been abused.

8.07 The various rights and remedies herein granted to the Association shall be in addition to all other rights and remedies which may be available and in addition to each other. All the right and remedies available to the Association may be exercised either concurrently or consecutively, or partly concurrently and partly consecutively as the Association may from time to time elect, and as often as the Association may elect.

8.08 The failure of the Association to seek redress for any violation or to enforce any term or provision of this Declaration or any any rule or regulation issued hereunder or pursuant hereto shall not be deemed a waiver of any such right of redress or enforcement, either as to any subsequent violation of a similar or other nature or as to any further continuation or any violation.

ARTICLE IX

Rights of First Mortgagees of Residential Units

Notwithstanding anything to the contrary in this Declaration contained:

9.01 The Association shall, upon written request by the first mortgagee of any Residential Unit, give written notice to such first mortgagee of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Covenants, including any supplements or amendments thereto, which has not been cured within sixty (60) days after such default.

9.02 Any first mortgagee who obtains title to any Residential Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such Residential Unit by mortgagee.

9.03 Unless at least seventy-five (75%) per cent of the first mortgagees (based upon one vote for each first mortgage owned) of the Residential Units or Residential Owners (other than Declarant) of the individual Residential Units in the development have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the

Association for the benefit of the Residential Units (the Commons).

The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Residential Unit owner.

(c) By act or ommission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the maintenance of any roadways or driveways, or the upkeep of lawns and plantings in the Property.

(d) Fail to maintain fire and extended coverage insurance on insurable Commons property on a current replacement cost basis in an amount not less than one hundred (100%) per cent of the insurable value (based on current replacement cost).

(e) Use hazard insurance proceeds for losses to any Commons property for other than the repair, replacement or reconstruction of such improvements.

9.04 First mortgagees shall have the right to examine the books and records of the Association.

9.05 First mortgagees of any Residential Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Commons property, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common property. and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

ARTICLE X

Amendments and Additional Rules

10.01 The Association shall have, and is hereby granted, the power to amend, modify and otherwise alter this Declaration and each and all of the terms and provisions hereof and each and all of the rules, covenants, easements agreement and restrictions herein contained, at any time and from time to time, by action recommended by its Board of Directors and approved by the affirmative vote of any proportion of its shareholders or members herein stipulated, subject to the limitation that such action shall not cause the Property or any part thereof to be in non-compliance with any zoning ordinance or other applicable law or governmental regulation.

10.02 Any action taken pursuant to Section 10.01 hereof shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument, but not earlier than the date on which such instrument shall be filed for record in the Office of the Register of Mesne Conveyance for Richland County, South Carolina.

10.03 The Association shall have, and is hereby granted, the power to adopt, amend, modify, and otherwise alter and enforce additional rules and regulations bearing upon the use and the manner of occupancy and maintenance of the Property, or any part thereof, at any time and from time to time by action recommended by its Board of Directors.

10.04 Any additional rules or regulations adopted by the Association pursuant to the authority granted to it in Section 9.03 hereof and any amendment or modification of any such additional rules or regulations shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument, but not earlier than the date upon which such instrument shall be filed for record in the office of the Register of Mesne Conveyances for Richland County, South Carolina if such recording shall be elected, and otherwise shall be effective as to each Residential Owner not earlier than the date upon which a full, true and complete copy of such instrument shall be transmitted to him in the manner herein provided for the service of notice upon him.

10.05 Whenever the association shall prepare any instrument to be

placed of record in order to render effective any action tal ...uant to Sections 10.01 or 10.03 hereof, it shall be the duty of the A ...tion to transmit a full, true and complete copy of such instrument to each Residential Owner promptly; provided, however, that failure so to do shall not invalidate or delay the effective date of any action effectuated by such instrument.

ARTICLE XI

Miscellaneous

11.01 If all or any part of the Commons only shall be taken through condemnation by any governmental authority having power so to do, the net proceeds of such taking shall be paid to and retained by the then owners of the Commons. For purposes of this Section 11.01, the t rm "condemnation" shall include also any sale under threat of condemnation to any governmental authority having condemnation power.

11.02 Any notice to be given hereunder shall be deemed to have been properly served in the following manners respectively: (a) in the case of a Residential Owner, if delivered personally to him or to a member of his household of the age of more than 15 years, or when placed in the United States mail, first class and registered postage fully prepaid, addressed to him at his most recent address as shown on the records of the Association (or of the Declarant prior to the organization of the Association); (b) in the case of the Declarant upon delivery to Declarant at its usual place of business in an envelope marked to refer to Declarant by name, provided that no notice shall be in any event binding upon Declarant until actually received by it, (c) in the case of the Association, upon delivery to its president, its secretary, or its registered agent in person or when placed in the United States mail, first class and a registered postage fully prepaid, addressed to the Association in care of its then Registered Agent at its then Registered Office.

11.03 If any term, provision, covenant, easement, agreement or condition contained in this Declaration, or any rule or regulation issued hereunder, shall be or be held to be invalid, the remainder of this Declaration and the remainder of such rules and regulations shall not be invalidated or terminated thereby but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement, condition, rule or regulation had not been included herein.

11.04 All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completed as though said easements and covenants were fully recited and set forth in their entirety in such documents.

11.05 The divisions of this Declaration into Articles, and the Article and Section numbers and headings, and the Index thereof, are for convenience only and the validity and enforceability of any portion of this Declaration shall not be affected or called into question by reason of the position thereof in this Declaration or the captions or Article headings pertaining thereto.

11.06 Whenever the word "Declarant" or any modifying or substituted pronoun therefor is used in this Declaration, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine, and neuter gender thereof.

WITNESS the hand and seal C. Heath Manning AND C. Heath Manning, JR., the day and year first above written.

BY: _____ (SEAL)
C. HEATH MANNING

BY: _____
C. HEATH MANNING, JR.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that s/he saw the within-named C. Heath Manning and C. Heath Manning, Jr., its President, sign, seal and as its act and deed deliver the within Declaration of Covenants, Conditions, Restrictions, Reservations, Grants and Easements of Smallwood Village Phase 3 Patio Homes, and that she with the other witness whose name is subscribed above witnessed the execution thereof.

Delmas E. Eadon
WITNESS

SWORN TO Before me this 20

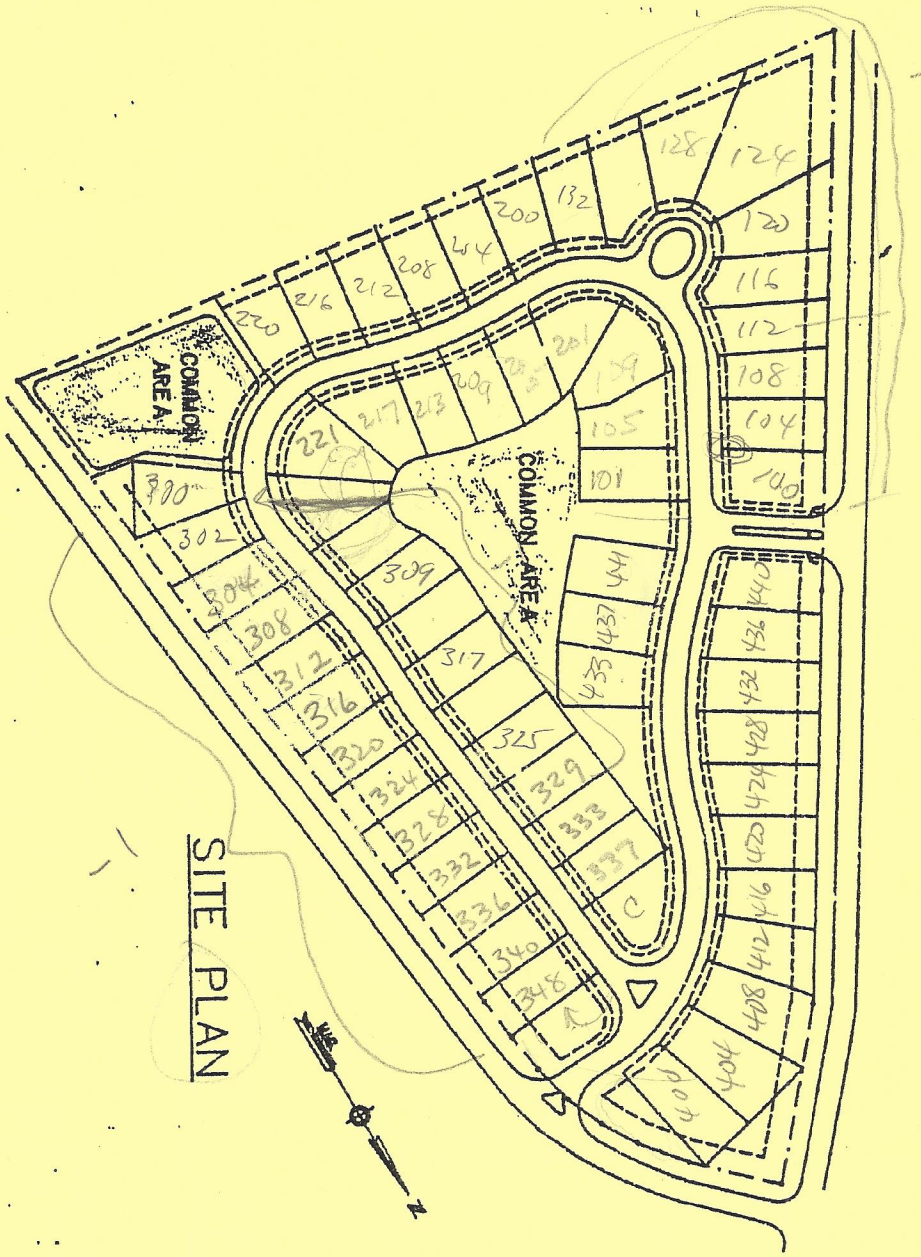
day of May ,1988

Notary Public for South Carolina
My Commission Expires: 10-22-96

EXHIBIT "A"

All that certain piece, parcel or tract of land, situate, lying and being northeast of the City of Columbia, in the County of Richland, State of South Carolina, containing fifteen (15.0) acres, and being shown as Parcel A on a plat thereof prepared for C. Heath Manning, BY Enwright Associates, Inc., dated February 21, 1984 and revised July 8, 1985, and recorded in the Office of the Register of Mesne Conveyance for Richland County in Plat Book 51 at page 3752, and having such boundaries and measurements as will more fully appear by reference to said plat, being the same property conveyed to C. Heath Manning and Julian Hennig, Jr. by deed Jated March 28, 1983, recorded in the OFFICE OF THE RMC for Richland County in Deed Book D-642 at page 400.

D0889PAGE828



SITE PLAN

D0889PAGE 829

D0892PAGE572

4 (2)

1988 JUN 17 AM 10:02

*
STATE OF SOUTH CAROLINA)
) IMPOSITION OF RESTRICTIVE COVENANTS
COUNTY OF RICHLAND)

WHEREAS, by Declaration of Covenants, Conditions, Restrictions, Reservations, Grants, and Easements, Smallwood Village, Phase 3, Patio Homes A Cluster Housing Development Located in Smallwood Village, recorded in the Office of the Register of Mesne Conveyance for Richland County In Deed Book D0889 at page 818, C. Heath Manning and C. Heath Manning, Jr. imposed certain restrictions on the property described therein, and

WHEREAS, by deeds recorded in the Office of the Register of Mesne Conveyance for Richland County in Deed Book D0856 at page 250, 252, 254, 308, 356, 364, 366, 370, 372, C. Heath Manning and C. Heath Manning, Jr. conveyed Lot 17 Block C, Lot 18 Block C, Lot 30 Block A, Lot 19 Block C, Lot 3 Block B, Lot 1 Block B, Lot 2 Block B, Lot 28 Block A, Lot 29 Block A, Smallwood Village Phase 3 , respectively, to Manning Construction & Development Corporation; and

WHEREAS, Manning Construction & Development Corporation is desirous of immediately subjecting the properties described above to the conditions, covenants, restrictions, reservations and easements as set forth in said Deed Book D0889 at page 818;

NOW, THEREFORE, Manning Construction & Development Corporation hereby declares that the Property described and referred to above is, and shall be held, transferred, conveyed, sold and occupied subject to the conditions, covenants, restrictions, reservations and easements as set forth therein.

Witness its hand and seal this 9 day of June , 1988.

WITNESSETH:

Lydia Langford

MANNING CONSTRUCTION & DEVELOPMENT CORPORATION

BY: B. Deas Manning III
B. DEAS MANNING, III, ITS PRESIDENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY appeared before me the undersigned witness who on oath says that s/he saw the within named Manning Construction & Development Corporation, by B. Deas Manning, III, Its President, sign, seal and as it act and deed deliver the within written IMPOSITION OF RESTRICTIVE COVENANTS for the uses and purposes therein mentioned, and that s/he with the other witness whose name is subscribed above witnessed the execution thereof.

SWORN to before me this 9)
day of June 1988)
)
Notary Public for S.C.)
My Commission expires: 10-22-96

Lydia Langford

D1211/36
R: 7-28-94

FEE PAID D BK 1211 PAGE 036

AMENDMENT TO DECLARATION OF CONDITIONS, RESTRICTIONS, RESERVATIONS, GRANTS AND EASEMENTS SMALLWOOD VILLAGE PHASE 3, PATIOS HOMES, A CLUSTER HOUSING DEVELOPMENT ASSOCIATED WITH SMALLWOOD VILLAGE

JUL 28 '94 CONVEYANCES CLARA I. BARTLETT

WHEREAS, by recorded declaration filed in Deed Book D889 at Page 818 a declaration was filed which affects certain property known as Smallwood Village Phase 3; and

WHEREAS, paragraph 4.07 thereof provided for assessments to be levied equally upon the owners of the residential units and it is the desire of the Declarant to amend said paragraph so as to clarify the original intent thereof and to delete the reference to paragraph 5.06 which does not exist.

WHEREAS, paragraph 5.03 provided for the maintenance of the General Commons; and it is the desire of the Declarant to add to the maintenance responsibility of the Association certain property in addition to the General Commons which adjoins Smallwood Village Phase 3; and

WHEREAS, Article X provided for a means of amending these covenants and it is the desire of Declarant to further restrict the right to amend certain provisions of the Conditions and Restrictions; and

WHEREAS, the Declarant is entitled to vote in excess of the 2/3 of shareholder votes required in order to adopt amendments.

NOW THEREFORE, the undersigned holder of more than 2/3 of the shareholder votes does hereby amend the Conditions and Restrictions as follows:

Article 4.7 of the Declarations is amended as follows:

The third section of said paragraph which reads "Except as otherwise provided herein or in Section 5.06 hereof, all assessments shall be levied equally upon the owners of the Residential Units and shall be paid monthly, quarterly, or otherwise as the Association may determine" is hereby deleted and in its place is added the following:

"All amounts shall be levied equally upon the owners of the Residential Units, and shall be paid monthly, quarterly or otherwise as The Association may determine, provided, however, that the owners of all Residential Units on which there is not dwelling for which a certificate of occupancy has been issued by the governmental entity having jurisdiction over the same shall be assessed at an amount equal to 25% of said amount."

Jul 28 3 34 PM '94 MESNE CONVEYANCES CLARA I. BARTLETT

Paragraph 5.03 is hereby amended by adding the following:

D BK 1211 PAGE 036

"The responsibility imposed upon the Association in this paragraph shall also include property adjoining Smallwood Village Phase 3 which will not be conveyed to the Association, which property consists of the area between the eastern boundary of Smallwood Village Phase 3 and the western edge of the pavement of Smallwood Road and the area between the western boundary of Smallwood Village Phase 3 and the eastern edge of the pavement on Mallet Hill Road, said areas being heretofore conveyed to Richland County as a portion of the right of way for said roads and shown on a plat of Smallwood Village Phase 3 by UDS and recorded in Plat Book 52 at Page 5482. It is further agreed that the General Commons as heretofore defined in this Declaration and shall include all properties conveyed by Declarant to the Association by deed of even date herewith."

Article X is amended by adding thereto as Paragraph 10.5 the following:

"10.5 All other provisions of the Conditions and Restrictions, By Laws or Articles of Incorporation notwithstanding, no restrictions in the manner of building or use restrictions or architectural requirements may be imposed on Residential Units on which no Certificate of Occupancy has been issued by the governmental entity having jurisdiction over the same without the consent of the Declarant or an assignee of the Declarant who holds a specific recorded assignment from Declarant. Provided further that the percentage of the regular assessment required to be paid upon lots on which no Certificate of Occupancy has been issued may not be increased without the consent of Declarant or an assignee of Declarant who holds a specific recorded assignment from Declarant."

Mary C. Long

C. HEATH MANNING

C. HEATH MANNING, JR.

D BK 1211 PAGE 037

BK 1211 PG 088

PROBATE

STATE OF [illegible]

[illegible] personally appeared before me the undersigned witness and made oath that [illegible] E. Heath Manning and C. Heath Manning, jr.;
[illegible] the within named [illegible] and deed deliver the within document and that s/he with [illegible] witness above appears above witnessed the execution thereof.

[illegible] this [illegible] day of [illegible], 1978

[illegible] (L.S.)

[illegible] Mary C. Long

[illegible] expires 12-22-82

BK 1211 PG 088

DRAFT

DBK 1212 PAGE 499

QUIT CLAIM DEED



AUG 5 1 14 PM '94

LEO REESE CONVEYANCES
CLARA L. BARNETT

PAID

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

KNOW ALL MEN BY THESE PRESENTS

GRANTOR C. Heath Manning and C. Heath Manning, Jr.

hereinafter referred to as Grantor, in the State aforesaid, for and in consideration of the sum of

CONSIDERATION Five and no/100 ($5.00) Dollars

to me paid by the Grantee, below-named, in the State aforesaid, the receipt of whereof is hereby acknowledged, have granted, sold and released, by these presents do grant, bargain, sell and release unto

GRANTEE SMALLWOOD VILLAGE PHASE 3 HOMEOWNERS ASSOCIATION, INC.

hereinafter referred to as Grantee.

DESCRIPTION OF PROPERTY

All that certain piece, parcel or lot of land, with improvements thereon, situate in the State of South Carolina, County of Richland, being the proposed common areas of Smallwood Village Phase 3 and being more particularly described as follows:

PARCEL A

All that certain road rights of way being 50 feet in width and consisting of White Birch Circle to include the entrance way leading to Smallwood Road, and the entrance way leading to Mallet Hill Road.

PARCEL B

An easement for ingress and egress in the shape of a horseshoe running from curve #6 of White Birch Circle into a portion of lots 23, 24, 25 and 26 together with the area enclosed by the horseshoe shaped ingress and egress area.

PARCEL C

The five areas designated as "C. Heath Manning and

D BK 1212 PAGE 499

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT

C. HEATH MANNING AND
G. HEATH MANNING, JR.

GRANTOR,

TO

SMALLWOOD VILLAGE PHASE 3
HOMEOWNERS ASSOCIATION, INC.

GRANTEE.

True Consideration $ 5.00

and assumption of balance of $ _____

Recorded Mortgage Book ____ page _____

The undersigned, affiant, being duly sworn says: That she is familiar with the above-captioned deed in which there is recited a nominal consideration and that the true consideration is as above shown.

Kathy Spiker

SWORN to before me this
19th day of July, 1994.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 2-25-2004

D BK 1212 PAGE 499