

Phase V

STATE OF SOUTH CAROLINA) ANNEXATION OF ADDITIONAL PROPERTY TO
COUNTY OF LEXINGTON) SUMMERLAND SUBDIVISION AND
) SUPPLEMENTAL DECLARATION
) OF RESTRICTIONS, COVENANTS,
) CONDITIONS AND EASEMENTS

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Lexington County R.U.D. Debra M. Gunter
RESTRICITION MODIFICATION Bk:Pg 13W4:236

WHERAS, Southern Comfort Homes, Inc., as developer of the residential community known as Summerland subdivision, has filed Declaration of Restrictions, Covenants, Conditions and Easements in the Register of Deeds office in Lexington County in Record Book 6204 at page 132 for Summerland Phase I; and

WHERAS, the Developer filed a first amendment to the Summerland Subdivision Declaration of Restrictions found on record in the Register of Deeds Office in Lexington County in Record Book 7868 at page 148 which imposed a swimming facility assessment on the lot owners; and

WHEREAS, the Developer filed a second amendment to the Summerland Subdivision Declaration of Restrictions found on record in the Register of Deeds Office in Lexington County in Record Book 9026 at page 41 which amended and added to certain definitional terms in the Declaration of Restrictions, Covenants, Conditions and Easements;

WHEREAS, the Developer annexed additional property to the Summerland Subdivision for the neighborhood known as The Orchard and created the Supplement Declaration of Restrictions, Covenants, Conditions and Easements for that neighborhood as found in Record Book 9026 at page 45;

WHEREAS, the Developer created Summerland Phase II creating a Covenants, Conditions, Restrictions and Easements as amended by the first and second amendments as found on record in Record Book 90201 at page 321;

WHEREAS, the third amendment of Declarations of Restrictions was filed on record in Deed Book 1304 at page 234 which extended the scheme of Declaration of Restrictions to any other property contiguous to the existing Summerland Subdivision property that may be acquired by Developer or its affiliate company, Summerland Partners, LLC, by filing for a Supplemental Declaration in respect of the property to then be subjected to the Declarations of Restrictions;

WHEREAS, pursuant to Article IX of the original Declaration of Restrictions, as amended by the first, second and third amendments, the Declarant and its affiliate company Summerland Partners, LLC, have a right to annex certain properties to the Summerland subdivision and to impose Restrictions, Covenants, Conditions and Easements on said annexed property; and

NOW, THEREFORE, the Developer and its affiliate company Summerland Partners, LLC, hereby annexes the neighborhood named Phase V, The Vineyard into the Summerland Subdivision community and imposes the original Restrictions of Phase I and Phase II of the Summerland Subdivision with the three admendments, the neighborhood named The Vineyard, excluding Article III and those portions of the original Restrictions which are inconsistent with the Restrictions, Covenants, Conditions and Easements which are being filed solely for The Vineyard community, here with and substituting therefore the following Restrictions, Covenants, Conditions and Easement:

RESTRICTIONS

Section 1. Residential Use of Property. All Lots shall be used for single family residential purposes only and no business or business activity of any nature shall be carried on upon any Lot at any time; provided, however, that nothing herein shall prevent Declarant or any builder of homes in The Vineyard from using any Lot Owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in The Vineyard.

Section 2. Setbacks and Building Lines.

(a) The location of all Structures on each Lot shall be subject to the approval of the Architectural Review Committee and shall also comply with the then applicable setback requirements of the Town of Batesburg-Leesville. The building setbacks for The Vineyard are as follows: (i) front yard 20 foot setback, (ii) side yard 5 foot setback, (iii) rear yard 20 foot setback. The developer reserves the right to waive the minimum setback requirements but shall not impose building setback lines that are less than the Town of Batesburg-Leesville minimum. No Structure shall encroach upon any easement areas reserved by Declarant as set forth herein without the prior written approval of the Architectural Review committee.

(b) Fences. Fences are to be constructed at the time of dwelling construction and completed by the time the Town of Batesburg-Leesville does their final inspection. Fences are to be treated solid board with a convex design and approved by the Architectural Review Committee. Fences shall totally enclose the backyard, a rear perimeter line, interior side lines, that is to be located between the front and rear of the dwelling. Fences are to remain unpainted and unstained and free from vines. Damage to the fence by the homeowner must be corrected by the homeowner within seven days from the date the damage occurred. The Association may elect to have control of the exterior perimeters of portions of fences where they are exposed to roads and common areas. The Association may elect to power wash, maintain, and/or treat these areas. Interior portions (sidelines) are the responsibility of adjoining property owners. Front fence portions are the responsibility of each individual property owner; however, the Architectural Review Committee may request and demand that this portion be repaired, replaced, or maintained, and may enter upon a lot to make necessary improvements and levy a charge to the homeowner. Decorations, signs, lights, etc. may not be attached temporarily or permanently to any fence.

(c) Concrete Sidewalks. Concrete sidewalks are to be installed at the time of dwelling construction and before final inspection as per Architectural Review Committee guidelines. Pedestrian travel on sidewalks is not to be obstructed at any time by vehicles or any type of apparatus.

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

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

Section 3. Building and Landscaping Requirements. Not more than one single-family dwelling shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Review Committee.

All plans are to be those of the The Vineyard collection which are in possession of the developer. No plans are to be altered, floor plan or elevation, without the written approval of the Architectural Review Committee. Shingles are to remain consistent throughout The Vineyard.

Detached Garages. No detached garages are allowed. Outside storage building are to be no more than 144 square feet, made of the same material as the main dwelling and be constructed within sixty days from the time construction commences. Walls may not exceed nine feet in height with no more than 8/12 pitched roof. The outside storage building must be located in the rear of the house within the enclosed fence area.

Landscaping and Irrigation. Front yards are to be defined as the area from each individual lot's privacy fence to the back of the curb of Highcotton Road and Burgundy Court and Merlot Court. Front yards are to be landscaped by the builder in accordance with The Vineyard landscape theme which is to be approved by the Declarant at the time of construction of the dwelling. The lot owner shall not alter the landscape theme by removing shrubs, plants or trees. Likewise, they may not alter the landscape theme by planting additional plants, trees, shrubbery or annual flowers. Decorative flower boxes and hanging plants may be located only on "not off" front porches as long as they are maintained and do not become excessive. Excessive shall be determined in the sole discretion by The Association. Upon written notice of violation, lot owner shall remove those flower boxes as requested by the Association.

An underground irrigation system shall be professionally installed, using appropriate irrigation methods. Lot owners are to familiarize themselves with correct irrigation practices and maintain irrigation for front yards. The developer or the Association and maintenance personnel shall have the right to enter upon the front yard periodically and turn irrigation systems on for maintenance. Furthermore, maintenance personnel shall have the right to enter upon front yards to perform schedule maintenance (i.e. mowing, trimming, shrubbery, mulching, fertilizing, etc.). Backyard maintenance shall be optional to the homeowner.

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

Section 5. Delivery Receptacles and Property Identification Markers. The Architectural Review Committee shall approve the location and design, including color, size, lettering, and other particulars, for receptacles for the receipt of mail, newspapers or similarly delivered materials. The Architectural Review Committee may at its option require a uniform design for some or all Lots. All delivery receptacles are to be uniform in design and are to be purchased from the Architectural Review Committee. No alterations, modifications or structures shall be permitted. In the event the Declarant should elect to construct a structure for the delivery and receipt of mail, the owner shall within 60 days remove roadside receptacles and utilize the new facility.

Property identification markers are also subject to approval of the Architectural Review Committee.

Section 6. Use of Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the Architectural Review Committee, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, modular home, tent, garage, barn or

other structure of a similar nature shall be used as a residence, either temporarily or permanently, provided, this paragraph shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

Section 7. Animals and Pets. No animals, livestock or poultry, of any kind may be raised, bred, kept or permitted on an Owner's Lot, with the exception of dogs, cats or other usual and common household pets, which shall not exceed two in number (not two of each); provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any property located adjacent to the property may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose in residential Lots. Dogs which are household pets shall, at all times whenever they are outside an Owner's Lot, be confined on a leash held by a responsible person.

Section 8. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots including the leaving of clutter in the yard such as toys, equipment, etc. The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of the Property, unless such disassembly and assembly is confined to an enclosed garage with doors closed and noxious and offensive noise is not present. No toys, lawn furniture or yard decorations are to be placed in front yards. Front yards are to remain free of any and all items.

Section 9. Signs. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot. Notwithstanding the foregoing, Declarant, and realtors retained by Declarant shall be entitled to place "For Sale" signs on Lots, whether or not improved, owned by Declarant. Declarant, may also in its discretion authorize contractors constructing speculative homes to post "For Sale" signs. At a such time as Declarant has sold all lots in The Vineyard, or earlier at the election of Declarant, the approval of signage shall be turned over to the Architectural Review Board. Thereafter, the, Architectural Review Board shall determine whether "For Sale" signs shall be permitted and the size and design of any permitted signs.

Section 10. Screening. Clotheslines, garbage cans and equipment shall be screened to conceal them from view of streets. Whenever possible, HVAC units should be located on the rear of the dwelling. Herbie Curbies are to place on the curb the evening prior to trash pick-up day and put back in the fenced areas as soon as possible the following day.

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

Section 12. Antennae. No radio or television transmission or reception towers or similar equipment shall be erected on the Property without the prior written consent of the Architectural Review Committee in its sole discretion. No television transmission disk may be located in the front and side yards of the dwelling or mounted to the front or side of the dwelling.

Section 13. Vehicles. All vehicles must be parked either in a garage or in the driveway serving a Lot, or in other appropriate space on a Lot approved for parking by the Architectural Review Committee. (Nothing herein shall be construed as requiring construction of garages). Provisions must be made by each Owner of a Lot for paved parking for at least two automobiles

belonging to occupants and guests. The parking of automobiles on streets for long periods of time during the day and night, except for social gatherings and functions, is prohibited. All commercial vehicles (exceptions shall be made for small work vehicles and trucks with a maximum capacity of one ton), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers and any unregistered vehicles must be parked entirely within a garage unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have been parked in the garage as originally constructed. Unless otherwise permitted by the Architectural Review Committee in writing, any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association at the sole expense of the Owner of such vehicle or recreation equipment if it remains in violation for a period of twenty-four (24) hours. The Association shall not be liable to the Owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the Owner to receive any notice of said violation shall be, grounds for relief of any kind.

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

Section 15. Changing Elevations. No Owner shall excavate or extract earth for any business or commercial purpose. No elevation change shall be permitted which materially affect surface grade of surrounding Lots or water run-off to other Lots, unless, approved in writing by the Architectural Review Committee.

Section 16. Sewage System. Sewage disposal shall be through the Town of Batesburg-Leesville public sewage system.

Section 17. Water System. Water shall be supplied through the Town of Batesburg-Leesville public water system. Notwithstanding the above, lot owner can establish a well on this property to irrigate his yard as long as in compliance with applicable governmental entity.

Section 18. Utility Facilities. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone, gas, electricity and sewerage systems, in variance with the provisions of this Declaration. All residential utility service lines to residences shall be underground.

Section 19. Model Homes. Declarant, as well as any builder of homes in The Vineyard, shall have the right to construct and maintain model homes on any of the Lots approved by the architectural review committee.

Section 20. Driveways and Entrances to Garages. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Review Committee and of a uniform quality. Garage doors are to remain closed at all times except when exiting and entering of vehicles.

Section 21. Exterior Lighting. Exterior lights shall be subject to written approval in advance by the Architectural Review Committee.

Section 22. Swimming Pools. Swimming pools must be in-ground and must be located to the rear of the residence on a Lot, unless a different location is authorized in writing by the Architectural Review Committee. All swimming pool installations must conform to the same setback lines and building requirements as dwellings and other buildings.

Section 23. Additions to Lots. In the event any Owner purchases land adjoining his Lot, but not presently within the boundaries of The Vineyard, such added land shall be deemed annexed into The Vineyard and subject to the terms and provisions hereof.

Section 24. Guns. The use of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

Section 25. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Property shall be installed, constructed or operated within the Property, unless approved by the Architectural Review Committee.

Section 26. Drainage. No owner shall do or permit any work, construct any improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern of the Property, except to the extent such alteration and drainage pattern is approved in writing by the Architectural Review Committee and except for rights reserved to Declarant to alter or change the drainage pattern.

Section 27. Construction Regulations of the Architectural Guidelines. All Owners and contractors shall comply with construction guidelines promulgated by the Architectural Review Committee. Such guidelines may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors and Owners representatives on the Property at any time; the conservation of landscape materials; and fire protection.

Section 28. Continuity of Construction. All improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within twelve (12) months of commencement, unless an exception is granted in writing by the Architectural Review Committee. If an improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required 12-month period, then after notice and hearing before the Board, the Association may in its discretion impose a fine on the Owner of the Lot until construction is resumed, or the improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Board that such abandonment is for circumstances beyond the Owner's control. Such fines shall be a lien upon the Lot with the same priority as the lien set forth in Article VI of these Restrictions and Covenants and with the Board having the same powers of enforcement as provided for assessments under Article VI hereof. Landscaping shall be completed within thirty (30) days after final approval of dwelling on a Lot or a fine may be levied by the Board against the Lot owner.

Section 29. No Overhead Wires. All telephone, security lights, electric and other utility lines and connections between the main utility lines and the residence or other buildings located on each Lot shall be concealed and located underground, unless necessary to maintain existing electrical service by South Carolina Electric & Gas Company. Each Owner requiring an original or additional electric serve shall be responsible to complete, at his expense, the secondary electric service, conduits, wires, conductors and other electric facilities from the point of the

applicable transformer to the Owner's improvements, and all of the same shall be underground and remain the property of the owner of each such Lot.

EASEMENTS

Section 1. Utility Easements. Declarant hereby reserves non-exclusive easements ten (10') feet in width along the front (roadside) property line for ingress and egress and for installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, cable television and master communication system. By virtue of the non-exclusive utility easement it shall be expressly permissible and proper for the companies providing electricity, telephone, cable television, and other communication services to install and maintain necessary equipment on the Property and to affix and maintain electricity, communications, cable television, and telephone wires, conduits and circuits under the Property. No water, sewer, gas, telephone, electricity, cable television, communication lines, systems, or facilities may be installed or relocated on the surface of the Property unless approved by the Architectural Review Committee. Such utilities temporarily may be installed above ground during construction if approved by the Architectural Review Committee. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable documents, Declarant shall have the right and authority to grant such easement on, across, over or under any part or all of the Property over which said easement has been created and reserved without conflicting with the terms of this Declaration.

These general easements shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property. The easements set forth herein are reserved solely for Declarant and such utility companies and authorities as Declarant may permit to use such easements. Such easement rights may be waived in full or in part or terminated by Declarant at its sole discretion. Such easement rights shall automatically be transferred to the Association when Declarant conveys the last lot in The Vineyard.

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

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

Section 4. Sewer, Water and Drainage Easements. Sewer, Water, and Drainage easements are reserved to the Declarant or to the Association or an applicable governmental authority as shown on the Plat.

Section 5. Buffer. Declarant reserves as 20-foot green buffer area parallelling Highcotton Road running from Town Pond Road as a common area.

Section 6. Future Development Area. The area shown on the plat for The Vineyard designated as "Future Development Area" is not subject to any Declaration of Restrictions, Covenants, Conditions and Easements as its use is determined by the Developer, in its sole discretion.

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

WITNESSES:

WITNESSES:

SOUTHERN COMFORT HOMES, INC.

By:

Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named Grantor sign, seal and, as the Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

Michelle Young
Witness

SWORN to before me this 30th
day of July, 2008.

Louise S. Amick (L.S.)
Notary Public of South Carolina

My Commission Expires: 3-15-09

**Louise S. Amick
My Commission Expires
March 15, 2009**

STATE OF SOUTH CAROLINA) **THIRD AMENDMENT OF DECLARATION OF
COUNTY OF LEXINGTON) RESTRICTIONS, COVENANTS,
) COVENANTS, CONDITIONS AND EASEMENTS**

WHEREAS, Southern Comfort Homes, Inc., as Developer, established Declaration of Covenants, Conditions, Restrictions and Easements for Summerland Subdivision and filed said covenants, conditions restrictions and easements (hereinafter referred to as "Restrictions") of record in Register of Deeds Office in Lexington County in Record Book 6204 at page 132; and

WHEREAS, the Developer filed a first amendment to the Summerland Subdivision Declaration of Restrictions as found on record in the Register of Deeds Office in Lexington County in Record Book 7868 at page 148; and

WHEREAS, Developer filed a Second Amendment to the Summerland Subdivision Declaration of Restrictions which is found of record in the Register of Deeds Office in Lexington County in Record Book 9026 at page 41; and

WHEREAS, Southern Comfort Homes, Inc., as Developer and Declarant, wishes to further amend the Restrictions as allowed by Article X, Section 2 of the original Restrictions to add an amendment to the Declarations as to the annexation paragraph; and

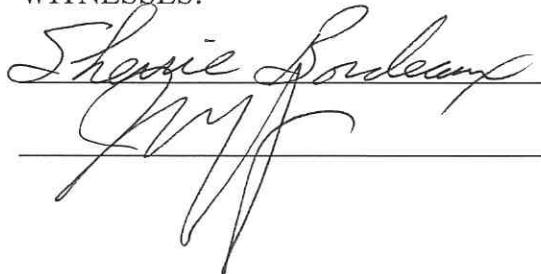
WHEREAS, Southern Comfort Homes, Inc. still owns lots in the Summerland subdivision as of the date of this Amendment.

NOW, THEREFORE, the Developer, as Developer and Declarant amends and adds to the Restrictions as follows:

Article IX, is modified to the extent that the scheme of this Declaration may be extended to other property contiguous to the existing Summerland Subdivision parcels that are acquired by Declarant or Declarant's affiliate company Summerland Partners, LLC.

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

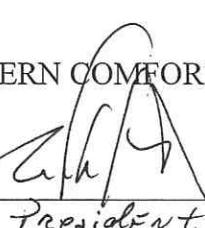
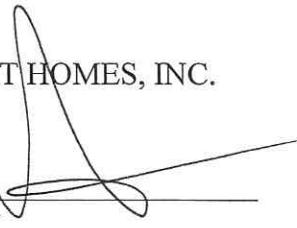
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By:

Its:

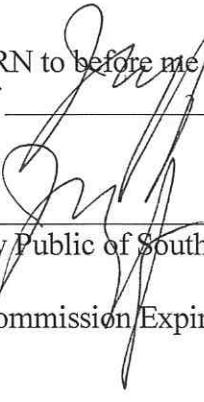

Clark
President

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named Grantor sign, seal and, as the Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.


Sherie Bordeau
Witness

SWORN to before me this 31st
day of July, 2008.



(L.S.)
Notary Public of South Carolina

My Commission Expires: 3.31-15

STATE OF SOUTH CAROLINA) **THIRD AMENDMENT OF DECLARATION OF**
) **RESTRICTIONS, COVENANTS,**
COUNTY OF LEXINGTON) **COVENANTS, CONDITIONS AND EASEMENTS**

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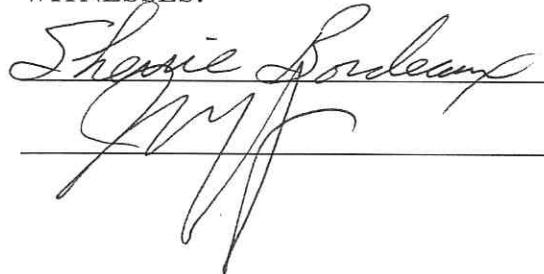
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SOUTHERN COMFORT HOMES, INC.

By:

Its:

President



STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

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Shevie Bordeau
Witness

SWORN to before me this 31st
day of July, 2008.

My Commission Expires: 3.31-15