

Phase IV Part A

STATE OF SOUTH CAROLINA)

**SECOND AMENDMENT OF
DECLARATIONS OF
COVENANTS, CONDITIONS,
RESTRICTIONS & EASEMENTS**

)
COUNTY OF LEXINGTON)

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Lexington County ROD Debra M. Gunter
RESTRICTION MODIFICATION Bk:Pg 902641

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 the 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, the Developer desires to develop Summerland Subdivision as a Community which may be made up of Neighborhoods, if and when designated, and which may include common lands and facilities, for the sole use and benefit of the Owner of each Lot to be located in such Community or a Neighborhood.

WHEREAS, Southern Comfort Homes, Inc. as Developer and Declarant, wishes to further amend the Restrictions as allowed by Article 10, Section 2 of the original restrictions to add certain definitional terms, amend certain definitional terms and add a Section 11 to Article 6 of the original Restrictions

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

Section 15. "COMMUNITY"

"COMMUNITY" shall mean and refer to the Summerland Subdivision.

Section 16. "MASTER ASSOCIATION"

"MASTER ASSOCIATION" shall mean and refer to the Summerland Homeowners Association, Inc., a South Carolina Corporation

Section 17. "MASTER PLAN"

"MASTER PLAN" shall mean and refer to the drawing, sketch, or Plot Plan that represents the conceptual land plan for the future development of the Community. Since the concept of the future development of the undeveloped portions of the Community, including without limitation the Lots, streets or road right-of-ways and any Common Area, are subject to continuing revision and change at the discretion of the Developer, present and future references to the "Master Plan" shall be references to the latest revision thereof. In addition, no implied reciprocal covenants or obligation to develop shall arise with respect to

lands that have been retained by the Developer for future development. **THE DEVELOPER SHALL NOT BE BOUND BY ANY MASTER PLAN, USE OR RESTRICTION OF USE SHOWN ON ANY MASTER PLAN, AND MAY IN ITS SOLE DISCRETION AT ANY TIME CHANGE OR REVISE SAID MASTER PLAN, DEVELOP OR NOT DEVELOP THE REMAINING UNDEVELOPED PROPERTY OR COMMON AREA OR AMENITIES SHOWN ON ANY MASTER PLAN.**

Section 18. "NEIGHBORHOODS"

"NEIGHBORHOODS" when and if designated, shall mean and refer to any specific group of Lots and/or Common Area and/or streets and road right-of-ways located within the Property identified as a distinct neighborhood by the Developer or the Association. The Members of any and all Neighborhoods are Members of the Master Association and the Neighborhood exists under authority granted by the Developer or the Association.

Section 19. "NEIGHBORHOOD COMMITTEE"

"NEIGHBORHOOD COMMITTEE" -- If and when a Neighborhood is designated, shall have the meaning and refer to a committee appointed by the Board of Directors, or at the option of the Board of Directors, elected by the Members subject to a Neighborhood Assessment, for any purpose determined by the Board of Directors of a proposed budget and Neighborhood Assessment.

WHEREAS, the Developer wishes to amend the definition of "Property" which is set forth in the original restrictions in Section 13 as follows:

"PROPERTY" shall mean and refer to all property, including, but not limited to the lots, streets, or road rights of way in common area subjected to this Declaration together any additional land, which may be developed pursuant hereto and annexed or incorporated in the property by amendment or supplemental Declarations.

WHEREAS, the Developer wishes to amend the definition of "Declaration" to read as follows:

"DECLARATION" means that this Declaration of Covenants, Conditions, Restrictions and Easements is the same, may be amended, renewed or extended from time to time.

WHEREAS, the Developer wishes to add a Section 11 to Article 6, which shall read as follows:

Section 11. "NEIGHBORHOOD ASSESSMENTS."

(a) In addition to the Regular Assessment charged each Owner of a Lot, should additional services be provided by the Association for Owners of Lots in a specific Neighborhood within the Community, if and when designated, the Developer or

the Board of Directors of the Association, shall have the authority to levy an Assessment applicable only to such Lots in the Neighborhood ("Neighborhood Assessment"), based upon a budget approved by the Board of Directors to fund these special services and the Association's cost of implementing and administering these services, as well as to fund reserves and contingencies needed to assure that these services can be provided.

Provided, however, until one hundred percent (100%) of the Dwellings shown on the Master Plan have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, the Developer shall have the authority to determine and to approve or disapprove any increase or decrease to the services to be provided to any Neighborhood and the appropriate increase or decrease to the Neighborhood Assessment for those services. Subject to the Developer's rights, the Board of Directors, may increase or decrease the services to be provided to a Neighborhood and increase or decrease the Neighborhood Assessment for these services, provided, however, the Members of the Neighborhood may repeal such action of the Board of Directors by vote of 51% of the Members subjected to the Neighborhood Assessment.

Notwithstanding their responsibility when asked by the Board of Directors to create a budget for approval by the Board of Directors to include the cost of existing services being provided to a Neighborhood and subject to the Developer's rights, the Neighborhood Committee, with the affirmative vote of 2/3 of the Members subject to the Neighborhood Assessment, may increase or decrease the services to be provided to a Neighborhood and increase or decrease the Neighborhood Assessment as it deems appropriate.

(b) If and when a Neighborhood is designated, the Developer or the Board of Directors of the Association, shall at all times fix the Neighborhood Assessment based on the budget prepared by the Board or its designee for the period of the Neighborhood Assessment. The Board of Directors may at its sole option, appoint or cause to be elected by the Members subject to the Neighborhood Assessment, a Neighborhood Committee created for the purpose of being its designee with respect to the creation of Neighborhood budget and for other purposes that the Board may determine, including the management and administration of the services to be provided for the Members subject to the Neighborhood Assessment. Should a Neighborhood Committee, after being directed to manage and administer these services by the Board, refuse to accept any portion of the responsibility required of them by the Board or fail to perform the duties set out by the Board, the Board shall at its option, continue or discontinue these services, and adjust the Neighborhood Assessment as the Board deems appropriate. The amount of the Neighborhood Assessment that is approved by the Board of Directors shall be uniform for each Lot in the Neighborhood, except as set forth herein, and shall be assessed against all Lots in the Neighborhood at the time of Assessment. The Board or its designee shall, once each year, create a budget, fix the date of commencement, the size and number of installments, the method of determining the amount of all Neighborhood Assessments against each Owner of a Lot, and shall, at that time, prepare a roster of the Owners and the Neighborhood Assessments applicable thereto, all of which shall be submitted to the Board of Directors for approval. The roster shall be kept in the office of the Association and shall be opened to inspection by any Owner. A copy of the budget, or any amended budget and written notice of the Neighborhood Assessment and adjustment thereof, shall be sent to every Owner subject thereto, identifying the amount(s), due date(s), and the

address to which payments are to be sent, at least thirty (30) days in advance of the due date of the first (or only) installment of each Neighborhood Assessment. Until one hundred percent (100%) of the Dwellings permitted by the Master Plan have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, the Developer shall have the option of approval of any portion of a budget or the amount of a Neighborhood Assessment.

In Witness Whereof The Declarant has caused these presents to be executed in it's corporation name by it's officer there unto duly authorized and it's corporate seal properly affixed hereto on the date and year first above written.

WITNESSES:

M

Julie D. Davis

SOUTHERN COMFORT HOMES,

INC.
By: J.D. Davis
Its: _____

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.

W

Witness

SWORN to before me this 13th

day of February, 2004.

Julie D. Davis (L.S.)
Notary Public of South Carolina
My Commission Expires: 10/29/2013

Phase IV Part B
IV

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RESTRICTION MODIFICATION Bk:Pg 9026:45

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

WHEREAS, Southern Comfort Homes, Inc., as developer of the residential community 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

WHEREAS, the developer has amended the original Restrictions, referred to above, by First Amended filed of record in Record Book 7868 at page 148 and Second Amendment filed of record in Record Book _____ at page _____ in the Register of Deeds Office in Lexington County; and

WHEREAS, pursuant to Article IX of the original Declaration of Restrictions, the developer has the right to annex certain properties to the Summerland Subdivision community and to impose Restrictions, Covenants, Conditions and Easements on said annexed property; and

WHEREAS, the developer wishes to add the additional property known as the neighborhood named Phase IV, The Orchard, described on Exhibit "A", to the Summerland Subdivision and to impose the Declaration of Restrictions, Covenants, Conditions and Easements, with amendments, excluding Article III.

NOW, THEREFORE, the developer hereby annexes the neighborhood named Phase IV, The Orchard into the Summerland Subdivision community and imposes the original Restrictions, with the amendments, on the neighborhood named The Orchards, 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 Orchards 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 Orchard 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 Orchard.

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 Orchard are as follows: (i) front yard 15 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 shall have control of the back perimeter portion of the fence and may elect to power wash, replace, and maintain this portion. That may be included in the annual fee. 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 Orchard 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 Orchard.

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 Cotton Tail Lane. Front yards are to be landscaped by the builder in accordance with The Orchard 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 Orchard, 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 (i.e. those having lettering or logos), 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 Orchard, 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 Orchard, such added land shall be deemed annexed into The Orchard 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 Orchard.

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. Drainage Easement. Drainage easements are reserved to the Declarant or to the Association or an applicable governmental authority as shown on the Plat.

Section 5. Pedestrian Easement. Declarant reserves a pedestrian easement Four (4') feet wide (sidewalk area) on Lots 1 through 19.

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:

Brenda Berry

SOUTHERN COMFORT HOMES, INC.

By: _____

Its: _____