

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

DECLARATION OF COVENANTS
CONDITIONS, EASEMENTS, AND
RESTRICTIONS APPLICABLE TO
PHASE I OF GUILFORD GATES
SUBDIVISION

WHEREAS GTET, Inc. (hereinafter referred to as the "Developer") is the owner of certain lands located within Dorchester County, South Carolina, and is creating therein a neighborhood of residential houses known as Phase I of Guilford Gates; and

WHEREAS Developer wishes to declare certain easements, restrictions, covenants and conditions for the purpose of protecting the 'value and desirability of certain lands known as Phase I of Guilford Gates; Now, Therefore, KNOW ALL MEN BY THESE PRESENTS, THAT THE

Developer, in consideration of the premises and other good valuable consideration, does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to that real property described herein and such additions thereto as may hereinafter be made pursuant to the terms hereof , and said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used, subject among others to the covenants, restrictions, conditions, and easements, hereinafter referred to as the "Covenants", as herein set forth.

Section One: Property Subject to these Covenants. The property is and shall be held, transferred, sold, conveyed, leased and occupied, subject to the Covenants, and is located in Dorchester County, South Carolina, and is known as Phase I of Guilford Gates and is shown on that certain plat entitled "Phase I of Guilford Gates, dated 3/7/05 and recorded in the Office of Clerk of Court for Dorchester County in Plat Cabinet K, Slide 140. Said plat is incorporated herein by reference and hereinafter referred to as the "Plat". The lots shown on the Plat are numbered as shown below:

All these certain pieces, parcels or lots of land situate, lying and being in the Town of Summerville, County of Dorchester, State of South Carolina shown and designated as Lots, 1, 2, 3, 4, 5, 23, 24, 25, 26, 27, 28, 29, and 30 in a plat entitled "Plat Showing Subdivision of Phase 1 , Guilford Gates" by Associated Surveyors of Summerville, Dated March 7, 2005, and recorded in the RMC Office for Dorchester County in Plat Cabinet K, Slide 140; said lots having such size, shape, dimensions, buttings and boundings as will be reference to said plat more fully appear.

Section Two: Guilford Gates Home Owners Association, Inc. The Developer has caused or will cause to be incorporated under the laws of the State of South Carolina, a non-profit corporation, Guilford Gates Homes Owners Association, Inc. (hereinafter referred to as the "Association"), for purpose of providing a vehicle for the orderly development and preservation of values of Phase I of Guilford Gates and certain other properties that may from time to time be developed and joined together with those properties previously developed to form a community to e know as Guilford Gates. The Developer, for each lot owned by it within Phase I of Guilford Gates, hereby covenants and each Owner of any Lot shall, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of the Declaration of Covenants, Conditions,

Restrictions, Charges and Liens.

Section Three: Definitions. When the first letter of any term used in these Covenants is capitalized, such term shall refer to and have the meaning s defined within this document; provided, however, that the terms defined herein shall be given the meaning as stated.

(a) "Lot" shall mean any lot shown on the Plat of Phase I of Guilford Gates and shall include any dwelling thereon when the context requires such construction.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, corporations, associations, partnerships or other legal entities of the fee simple title to any lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section Four: Additions to Existing Property. The Developer, its successors and assigns, shall have the right, without further consent of any Owner, mortgagee, lien holder therein or any other person, to bring within the plan and operation of these Covenants additional properties in future stages of the development which are contiguous and adjacent thereto which may be joined together with those properties previously developed to form a Subdivision to be know as Guilford Gates Subdivision. The additions authorized under this section shall be made by filing of record a Supplementary Declaration of covenants with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property.

The Supplementary Declaration may contain such complementary additions and modification of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of Development.

Section Five: Residential Use of Property. All Lots shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any lot other than one single family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to residential use of such lots.

Section Six: Setbacks and Building Lines. The Architectural Review Board (A.R.B.) to approve all setbacks and side building lines. The following additional provisions concerning setbacks shall apply:

(a) Flexibility: Setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the Developer's intent that setbacks shall be staggered where appropriate so as to preserve important trees, and assure vistas of flora and open areas. The Developer reserves the right for the A.R.B. to alter the setback requirements for any Lot where the A.R.B. deems such action appropriate and to select the precise site and location of each house or other structure on each Lot and to arrange the same in such manner and for such reasons as the A.R.B. shall deem sufficient.

(b) Swimming Pools: Swimming Pools shall not be nearer than ten (10) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established grade of the lot.

(c) Walls and Fences: Fences, boundary walls and hedges shall not exceed six (6) feet in height from the rear building line to the rear property line. All fences must be approved, in writing, by the A.R.B.

(d) Subdivision of Lots: No portion of any lot shall be sold or conveyed except in the case of a vacant lot the same may be divided in any manner between the Owners of the Lots abutting each side of same. Also, two contiguous Lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited, the building line requirements as provided herein shall apply to such lots as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot. No lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise without written consent of the A.R.B. except as provided for in this section.

(e) Corner Lots: In the case of a corner lot, the house may be placed diagonally across the lot so as to face the corner of any two streets or a circle no nearer than forty (40) feet to any street line, unless otherwise approved in writing by the A.R.B. In all other instances, the front line of any corner lot shall be the shorter of the two property lines along the intersecting two streets.

(f) Porches and Eaves: For the purpose of determining compliance or non-compliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing walls, and steps extending beyond the outside wall of a structure shall be approved by the A.R.B.

(g) Exteriors: No dwelling shall be erected in Phase I of Guilford Gates having an exterior finish of asbestos shingles or concrete blocks unless said blocks are designed in a manner acceptable to the A.R.B. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises.

Section Seven: Enclosed Dwelling Area Requirements. No residence or dwelling shall be erected on any of the Lots unless said residence or dwelling shall be constructed with a minimum of two thousand five hundred (2,500) square feet of total enclosed dwelling space. The term "enclosed dwelling space" as used in these minimum size requirements does not include garages, room over garages, terraces, decks, porches and the like areas.

Section Eight: Architectural Control. No construction, reconstruction, remodeling, alteration, or addition to any structures, building fence, wall, road, drive, path or improvement of any nature shall be commenced with obtaining the prior written approval of the Architectural Review Board (A.R.B.) as to location, plans and specifications.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to the A.R.B. in such form and include such content as specified hereinafter.

The A.R.B. shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon given approval, construction shall be started and prosecuted to completion, promptly, in strict conformity with such plans, the A.R.B., the Developer and Owners shall be entitled to stop any construction in violation of these Covenants in accordance with Section Thirty-Seven. No previously approved structure shall be used for any purpose other than for which it was originally approved.

There will be a one hundred fifty (\$150.00) dollar application fee to accompany submittals to A.R.B.

Section Nine. Construction Schedule. Clearing for construction shall begin no later than eighteen (18) months after closing date. Under no circumstances will any lot clearing be allowed to commence prior to A.R.B. review and approval of building plans. Construction of the residential unit on said property shall not exceed nine (9) months from date clearing of lot commenced.

Section Ten. Completion of Construction. The exterior of all homes and other structures must be completed within nine (9) months after the date of the construction of same shall have commenced unless otherwise extended by the A.R.B. where such completion is impossible or would result in great hardship to the Owner or Builder due to strikes, fire, national emergency, or natural calamity.

Section Eleven. Obstructions to View at Intersection and Delivery Receptacles. The lower branches of trees or other vegetation in sight of line approaches to any street or street intersections shall not be permitted to obstruct the view of same. No receptacle or construction of any container for the receipt of mail, newspapers, or similar delivered materials shall be erected or permitted to remain between the front street line and the applicable minimum building setback line; provided, however, that this restriction shall be unenforceable insofar as it may conflict with the regulations, now or hereafter adopted, of any governmental agency. Receptacles for the receipt of mail shall be in accordance with the Architectural Guidelines and approved by the A.R.B.

Section Twelve. Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage or 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 use of sheds or other temporary structures during construction as may be approved by the A.R.B.

Section Thirteen. Sign Boards. No sign board shall be displayed except "For Rent" and "For Sale", which signs shall not exceed 2 x 3 feet in size. No more than two signs shall be displayed on one lot at the same time. No sign or any part thereof shall be placed at a height of more than six (6) feet. All signs must be submitted to the A.R.B. for approval prior to being displayed.

Section Fourteen. Antenna. No radio or television transmission towers or antenna shall be erected within the restricted property and only the customary receiving antenna which shall be less than two (2) feet in diameter and shall be screened from public view and located behind the residence either in the rear yard or affixed to the rear roof.

Section Fifteen. Mining. No lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface natural resources, with the sole exception of subsurface water.

Section Sixteen. Air and Water Pollution. No use of any lot (other than the normal use of residential fireplaces and residential chimneys) shall be permitted which emits pollutants into the atmosphere or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto, to be established by the A.R.B., which standards shall at a minimum meet the requirements of federal and state law and any regulations thereunder applicable to the Property, or any part thereof, in violation of any regulations of the State of South Carolina or any private or public body having jurisdiction. No person shall dump garbage, trash or other refuse into any waterway on or immediately adjacent to the property.

Section Seventeen. Disposition of Trash and Other Debris. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of a lot, greenway, easement or other common area other than in the receptacles customarily used therefore which, except on the scheduled day for trash pickup, shall be located only in a garage or patio. At all other times, such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction for a period not to exceed three hundred (300) days (commencing from day one of the first delivery of any such materials) for any approved structure, unless such materials are screened from view in a manner approved by the A.R.B. During the course of construction, sites are kept free of unsightly accumulation of rubbish and scrap materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any lot.

Section Eighteen. Aesthetics, Natural Growth, Fences, Screening, Underground Utilities Service. No nature growth or flora shall be intentionally destroyed or removed, except with the prior written approval of the developer or its designee, without which the Developer or its designee may require the Owner, at his cost, to replace the same. Garbage cans, equipment, coolers or storage piles shall be walled-in to conceal them from the view of neighboring lots or streets. All residential utility service lines to residences shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the lot, greenway, easement or other common area as designated, except such as are installed in accordance with the original construction of the lots, and any replacement thereof, or as are authorized and approved by the A.R.B.

Section Nineteen. Animals. No animals, reptiles, worms, rodents, birds, fish, livestock or poultry shall be raised, bred or maintained on any lot, except that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets within any structure upon a lot, provided they are not kept, bred or raised therein for commercial purposes, or in unreasonable quantities. As used in these Covenants, "unreasonable quantities" shall be deemed to limit the total number of all dogs, cats and birds to two (2) per lot. Each person bringing or keeping a pet upon any lands described in the Plat

of Phase I of Guilford Gates Subdivision shall be absolutely liable to each and all other Owners, their family members, invitees, lessees, renters and contract purchasers, and their respective family members, guests or invitees for any damage to persons or property caused by any such pet. All pets must be secured by a leash or lead or under the control of a responsible person and obedient to that person's command, at any time they are permitted outside a house or other dwelling or enclosed area.

Section Twenty. Prohibition of Commercial Use or Nuisance. No trade or business of any kind or character nor the practice of any profession, nor any building or structures designed or intended for any purpose connected with any trade, business or profession shall be permitted upon any lot.

Section Twenty-One. Minor Agricultural Pursuits. Minor agricultural pursuits incidental to residential use of the land shown on the Plat of Guilford Gates Subdivision shall be permitted provided that such pursuits may not include the raising of any crops intended for marketing or sale to others.

Section Twenty-Two. Changing Elevations. No Owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affects surface grade of surrounding lots.

Section Twenty-Three. Wells. No individual water supply system shall be permitted except for irrigation, swimming pools or other non-domestic use.

Section Twenty-Four. Easements. In addition to those easements shown on the said Plats, and not as any limitation thereof, an easement on each lot is hereby reserved by the Developer for itself and its agents, designees, successors and assigns, along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back property line of each lot, and along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with each side lot line. The within reserved easements consist of a strip of land twenty (20) feet in width, ten (10) feet on either side of the rear and side lot lines, and may be encompassed within larger easements of record. The purpose of these easements shall be to provide, install, maintain, construct, and operate drainage facilities, now or in the future, and utility service lines to, from or for each lot. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, the Developer reserves the right to modify or extinguish the easement herein reserved along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior, written consent of the Developer, provided, however, local service from utilities within easement areas to residences constructed upon any lots may be established without first obtaining separate consents therefore from the Developer.

Nothing in this section, to the contrary withstanding, the Developer reserves the

right to enter into any agreement that it may deem necessary and proper with any public authority or utility company regarding the terms and conditions of use of the easement of each lot. Such agreement shall, upon execution, be filed in the Office of the Clerk of Courts for Dorchester County and shall, without the necessity of further action, constitute an amendment of these Covenants by the Developer and become a part of these Covenants by the Developer and become a part of these Covenants as if set forth in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control. In addition to the foregoing, each lot is subject to that agreement entered into between the Developer and South Carolina Electric and Gas Company, entitled "Easement and Agreement", dated _____ and recorded in the Office of the Clerk of Courts for Dorchester County in Book ____, Page ____.

Section Twenty-Five. Maintenance Required by Owner. Each Owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management.

Section Twenty-Six. Lot Maintenance. After six (6) months from closing date of said lot, Developer reserves the right to impose a lot maintenance fee of twenty-five (\$25) dollars per month.

Section Twenty-Seven. Use of Sample Houses. The Developer, during such time as it shall continue to be the owner of any lot shown upon the Plat of Phase I of Guilford Gates Subdivision, may use its Lot or Lots for the purpose of building thereon a sample house or sample houses and/or sales information centers which may be exhibited to the public and to which the Developer shall be exhibited to the public and to which the Developer shall be entitled to invite the public to inspect said sample house or houses. The Developer may disseminate sales information to the public in Guilford Gates. Such activities shall not be construed as a violation of the residential provisions of these Covenants.

Section Twenty-Eight. Outside Drying and Laundering. No clothing or household fabrics shall be hung in the open on any lot unless the same are hung from an umbrella or retractable clothes hanging device that is removed from view when not in use.

Section Twenty-Nine. Landscape Restrictions. No tree having a diameter of six (6) inches or more (measured from a point of two (2) feet above ground level) shall be removed from any lot without the express written consent of the A.R.B.

Section Thirty. Fireworks and Use of Firearms. The sale or use of fireworks of any kind whatsoever on the property is prohibited. The use or discharge of firearms of any kind whatsoever is prohibited. Hunting of any kind and by any method including, but not limited to, firearms, traps, snares, bow and arrows or manually propelled missiles, is prohibited.

Section Thirty-One. Chemical Fertilizers, Pesticides or Herbicides. No commercial chemical fertilizers, pesticides, or herbicides other than those approved by the A.R.B. shall be used on any portion of the Property. This provision in no way limits

the use of those products which are readily available for consumer use and approved by any governmental agency, such as the Food and Drug Administration, for the purpose intended.

Section Thirty-Two. Prohibition Against Offensive Conduct or Nuisance. No noxious or offensive activity shall be carried on upon any lot or other property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or any thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. No nuisance shall be permitted or maintained upon any portion of the Property.

Section Thirty-Three. Parking Restrictions and Use of Garages. No automobile shall be parked or left on any street overnight or on any property shown on the Plat of Phase I of Guilford Gates Subdivision, other than on a driveway or within a garage. Garage doors, if any, shall remain closed at all time excepting when entering or exiting.

Section Thirty-Four. Other Vehicle and Trailer Parking. No trailer, trailer house, recreational vehicle, mobile home, or habitable motor vehicle of any kind, boat or boat trailer, school bus, truck (other than "vans" or "Pick-ups" of less than one-half ton) or other commercial vehicles shall be brought upon or habitually parked overnight, whether on any street, or any lot, or on any other property unless such area has been designated for such purpose by the A.R.B. This shall not be construed to prohibit a mere temporary standing or parking of a trailer, boat, or trailer house, recreation vehicle, or mobile home for short periods preparatory to taking same to some other location for use or storage. No such vehicle shall be openly stored in any area other than that designated by the Association for the purpose of storage. Nothing contained herein shall be considered to prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction in Phase I of Guilford Gates Subdivision.

Section Thirty-Five. Documents. All papers and instruments required be filing with, or submitting to, the Developer, the Association, or the A.R.B. shall be delivered personally or sent by Certified Mail, Return Receipt Requested to GTET, or its designee, at its office located at 141 White Fence Lane, Summerville, SC 29483.

Section Thirty-Six. Applicability. The foregoing restrictions, conditions, easements and covenants are not applicable to any lands owned by the Developer, in Dorchester County or elsewhere, other than the lots shown on the Plat of Phase I of Guilford Gates Subdivision, and to those Lots that may, from time to time as hereinabove provided, be made subject to these Covenants by Supplemental Declaration.

Section Thirty-Seven. Violation. If any person, firm or corporation shall violate or attempt to violate any provision of these Covenants, it shall be lawful for any person, firm or corporation owning any of the lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from doing so or to recover damages or other dues for such violation. The party enforcing the Covenants shall be entitled to recover attorney's fees and expenses if he prevails.

In addition to the rights and remedies hereinabove enumerated, and not as any

limitation thereof, if the Association Board determines that any provision of these Covenants has been violated, the Association Board may, in its discretion, seek appropriate relief at law or in equity to assure that the purposes of these Covenants are fulfilled.

The Developer, after having given fifteen (15) days written notice to the Owner of any lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken by the Owner, then the Developer can enforce these Covenants by entering upon a lot to abate or remove any violation, and any such entry shall not be deemed a trespass. Failure to enforce any of these Covenants shall not be deemed a waiver of the right to do so.

Section Thirty-Eight. Severability. Invalidation of any of these Covenants shall in no way affect the validity or enforceability of the other Covenants, which will remain in full force and effect.

Section Thirty-Nine. Relocation of Streets and Revision of the Plat. The Developer reserves the right unto itself, its successors and assigns, to relocate, open, or close streets shown upon the recorded subdivision plat and also reserves the right to revise, re-subdivide, and change the size, shape, dimension, and location of lots, and these restrictions shall be applicable to resulting lots: provided, however, that no such revision shall adversely affect the overall subdivision plan and that no revision shall adversely affect any lot value, as shall be determined by the Federal Housing Administration, and no lot sold prior to such revision shall be deprived of that portion of any street on which it bounds, nor shall it be deprived of access from the streets of the subdivision, and provided further, that no lot shall have any area less than the smallest lot shown on said recorded subdivision Plat.

Section Forty. Duration and Amendment. These Covenants bind all persons claiming any interest in the Land and run with the land for a period of thirty (30) years from the date of recording, after which time, that shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Owners (multiple Owners of a single lot shall have one (1) vote among them) of Lots has been recorded terminating the Covenants.

Amendment shall be by a written instrument signed by a majority of the Owners (multiple Owner of a single lot shall have one (1) vote among them, and the Developer shall have one (1) vote for each lot it owns), provided, however, that the proposed amendment shall first be approved by a majority of the Board of Directors of the Association. Upon proper execution, the instrument shall be filed in the Office of the Clerk of Courts for Dorchester County.

IN WITNESS WHEREOF, GTET, Inc. has caused these presents to be executed by its duly authorized officers this 29th day of March 2005.

Witnesses

GTET, Inc.

State of South Carolina
County of Dorchester

Personally appeared before me Pat McManus, who, on oath, says that she/he saw the within names GTET by George L. Tupper, Jr., its President sign the within Covenants, and she/he with W. Brooks Styles witnessed the execution thereof.

Sworn to before me this 29th day of March, 2005

Notary Public for the State of SC

My Commission Expires: 10-9-13___