

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )  
DECLARATION OF SPECIAL USE  
COVENANTS AND RESTRICTIONS FOR  
ARCHITECTURAL REVIEW, AND  
COVENANTS FOR OPERATION  
AND MAINTENANCE

This Declaration of Special Use Covenants and Restrictions for Architectural Review, and Covenants for Operation and Maintenance (the "Declaration") is made to be effective as of this 6 day of February, 2004 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership formed under the laws of the State of South Carolina, its successors and assigns ("Litchfield"), and Tibwin Development Co., LLC, a limited liability company formed under the laws of the State of South Carolina, its successors and assigns ("Purchaser").

WITNESSETH:

WHEREAS, Litchfield has agreed to sell and convey the property described on Exhibit A hereto and incorporated herein by reference (the "Property") to Purchaser; and

WHEREAS, Litchfield shall retain title to various properties which adjoin the Property or which adjoin or are located in Reunion Hall, which properties are benefited by the covenants and restrictions contained herein; and

WHEREAS, Purchaser has agreed to purchase the Property from Litchfield subject to certain covenants and restrictions affecting such Property as hereinafter provided; and

WHEREAS, Litchfield and Purchaser desires and intends to benefit and burden the Property as set forth herein.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Litchfield and Purchaser hereby declares that the Property is and shall be held, mortgaged, transferred, sold, conveyed, donated, leased, sub-leased, occupied and used subordinate and subject to the following terms, restrictions, covenants, conditions, which terms, restrictions, covenants and conditions shall touch and concern and run with the fee simple title to the Property and which shall be binding on all parties having any right, title or interest in the Property; and in consideration of the foregoing, the "Whereas" paragraphs which are incorporated herein by reference and the covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. Definitions. For purposes of this Declaration:
  - (a) "Covenants and Restrictions" shall have the meaning ascribed to it in Section 2 hereof.

000002621 04:11:48PM  
Filed 02/09/2004  
Bk:01477 Pg:00221  
Fee:16.00  
Register Georgetown Co SC

(b) "Property" shall mean the property described on Exhibit A hereto.

(c) "Termination Date" shall mean January 1, 2054.

2. Covenants and Restrictions. Litchfield, its successors and assigns, hereby declares, places and imposes the following covenants and restrictions upon the Property:

(a) Architectural Review. No building, fence, wall, signage (exterior or interior), roof, antennae, electric pole, exterior improvement or other structure or landscaping or planting improvement shall be erected, placed, added to or altered until the proposed building plans and specifications (collectively, the "Plans") (including height, color and composition of roof, siding or other exterior materials and finish, roof and exterior design, exterior light and lighting fixtures, fences, parking, signage, sidewalks, traffic flows, setbacks, driveways, curb cuts, roadways, entrances and exits, drainage and utility plans and such other information as Litchfield may reasonably require) have been submitted to Litchfield and approved in writing by Litchfield. No addition or alteration shall be made to the exterior of any building or structure or the areas surrounding any such building or structure (including landscape design) without the prior written consent of Litchfield. Two copies of all Plans and related data shall be furnished to Litchfield. Refusal or approval of Plans, location or specifications may be based by Litchfield upon any grounds, including purely aesthetic considerations. In the event approval of such Plans is neither granted nor denied within fifteen (15) days following receipt by Litchfield of written request for approval and copies of the Plans, the provisions hereof shall be deemed waived.

Litchfield shall not be responsible or liable in any way for any defects in any Plans approved by Litchfield, nor for structural or any other defects in any work done according to such Plans approved by Litchfield. Approval of any such Plans by Litchfield shall not constitute assumption of responsibility for the accuracy, sufficiency or propriety thereof, nor shall such approval constitute a representation or warranty that the Plans comply with applicable laws.

(b) Maintenance. Purchaser, its successors and assigns, shall, at their sole cost and expense, keep the Property (including, without limitation, any buildings, structures, improvements, signage, walkways, parking areas, if any, grounds, drainage, rights-of-way incident thereto and vacant land) in a safe, first class condition and state of repair and in a neat, clean and attractive condition at all times. Such maintenance obligations shall include, without limitation, the following:

(i) Keeping and maintaining the exterior of all buildings, walkways, roadways and paved parking surfaces in first-class condition;

(ii) Prompt removal of all litter, trash, refuse and waste;

(iii) Prompt removal, to the extent reasonably practicable, of surface water and debris;

(iv) Keeping all exterior lighting and mechanical facilities in working order and in a good, clean and sightly condition;

(v) Caring for and replanting all landscaped and planted areas so as not to allow dead or unsightly plants to remain within the Property;

(vi) Lawn mowing on a regular basis;

(vii) Tree and shrub pruning on a regular basis; watering and keeping well maintained landscaped areas; cleaning abutting water ways and landscaped areas lying between public right-of-way lines and the property;

(viii) Keeping all directional signs, pavement signs and striping on the Property distinct and legible;

(ix) Maintaining and repairing all underground utility lines or facilities located within the Property;

(x) Keeping the Property clean, orderly, sanitary and free from objectionable odor, termites, insects, vermin and other pests;

(xi) Maintaining all business signage in working order and in a first class and sightly condition; and

(xii) Utilizing best management practices in discharging storm water and drainage runoff from the Property.

(c) Use and Density Restrictions. The Property shall only be used for single family or multifamily residential uses only and the number of single family, duplex or multifamily residential units shall be no more than forty five (45) units. No portion of the Property shall be used for any use that is inconsistent with the foregoing without Litchfield's prior consent which consent may be withheld in Litchfield's sole discretion.

Notwithstanding the aforesaid, the Property shall not be used for the following use: Any business or enterprise involving the brokerage, sale, marketing management, leasing, and/or maintenance of real estate, whether of a commercial or residential nature, except for Litchfield, its successors or assigns; provided, however, that Purchaser may conduct on-site operations related to the sales, leasing and management of the Property.

Litchfield shall be entitled to bring any action or proceeding available at law or in equity to enforce the use restrictions set forth herein.

(d) Access to Property. The Property shall only be accessible through the common access road designated as "Old Assembly Road Private R/W" providing access to

Reunion Drive. There will be no curb cuts onto Reunion Drive except for a temporary construction easement at a location and for a period of time agreed to by Declarant.

3. Casualty Damage.

(a) If any building or other improvement located on the Property is damaged or destroyed by fire or other casualty, then Purchaser shall have the option to elect within sixty (60) days of that damage or destruction to rebuild, or not to rebuild. Purchaser shall provide written notice of its election to Litchfield. If Purchaser fails to make an election within the sixty (60) day period, Purchaser will be deemed to have elected to rebuild. If Purchaser elects not to repair or restore the damage, then Purchaser shall within forty-five (45) days of such election demolish the destroyed or damaged building or improvement, clean up any and all rubbish and debris, level the area, landscape and grade or pave the area, and thereafter maintain the Property in a good, clean, safe and presentable condition. Within twenty (20) days after any such fire or other casualty and until the foregoing restoration, landscaping, or paving, as the case may be, is completed, Purchaser shall (a) screen the damaged or destroyed areas from view with a solid plywood wall not less than eight feet (8) in height and painted a solid color, and (b) not allow debris, dirt or construction materials to accumulate or remain outside the plywood wall. Notwithstanding the above, in the event that the aforementioned damage is caused by a natural disaster, then the above-referenced sixty (60) day election period shall be changed to a one-hundred twenty (120) day election period. For the purposes of this paragraph, "natural disaster" shall be defined as an event which receives a Major Disaster Declaration from the United States Federal Emergency Management Agency.

(b) If Purchaser defaults under this Section 3, Litchfield shall have the same rights to perform, or cause to be performed, the obligations of Purchaser and claim a mechanic's lien against the Property for the cost of such performance.

4. Amendment to Declaration. This Declaration may be amended only by a written agreement executed by Litchfield (or its successors and assigns) and Purchaser (or its successors and assigns), properly recorded in the Office of the Register of Deeds for Georgetown County, South Carolina.

5. Binding Effect. It is understood that this Declaration is a covenant running with the title to the Property and that this Declaration shall be binding upon and inure to the benefit of all assignees, transferees, heirs and assigns of Litchfield and Purchaser, and any other party that may hereafter acquire any right in and to all or any part of the Property.

6. Remedies for Breach. The terms and conditions of this Declaration shall be enforceable by Litchfield and by Purchasers, by actions for specific performance or injunction, in addition to any other remedies available at law.

7. Private Agreement. This Declaration does not and shall not be construed to grant any rights to the public in general.



10. Termination. This Declaration shall terminate on the Termination Date and upon the Termination Date or any time thereafter, Litchfield may evidence the termination hereof by filing a notice of termination and such notice of termination shall be conclusive evidence of the termination of this Declaration and this instrument as to any third parties relying upon the same.

[SIGNATURE PAGES ATTACHED]





EXHIBIT A  
(Legal Description)

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown and designated South Tract 3 containing 13.288± acres on a plat entitled "Combination Plat of Reunion Hall Formerly Known As Litchfield Crossing The Reserve at Litchfield for The Litchfield Company of South Carolina Limited Partnership", prepared by Survey Technology, Inc., said survey being dated December 17, 2003 and recorded on January 30, 2004 in Slide 492 at page 7 in the Office of the Register of Deeds for Georgetown County, all of which will more fully appear by reference to the aforesaid map which is incorporated herein and made a part and parcel hereof by reference thereto.

ALSO: An appurtenant non-exclusive easement (the "Old Assembly Road Easement") for pedestrian and vehicular access, ingress and egress over and across "Old Assembly Road" from the right of way of Reunion Drive to the termination of Old Assembly Road as shown on the Plat, said road being 0.774 acres+ (the "Old Assembly Road Parcel"), and the Old Assembly Road Parcel having such metes, bounds, courses and distances as more fully shown and identified on said Plat.

This being a portion of premises conveyed unto The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership by Deed of Litchfield-By-The-Sea, a Joint Venture, dated and recorded December 30, 1988, in the Office of the Register of Deeds for Georgetown County in Deed Book 317 at Page 166.

TMS Pt of #'s 4-195M -4, 4-195M-2, 4-195M-3