

2007004525

RESTRICTION
RECORDING FEES \$23.00

PRESENTED & RECORDED:

03-28-2007 08:33 AM

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY

BK:DEED 388

PG:290-306

xRef:lex

2006011197

RESTRICTION
RECORDING FEES \$22.00

PRESENTED & RECORDED:

08-29-2006 09:02 AM

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY

BK:DEED 351

PG:276-291

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOX RIDGE HOMEOWNERS ASSOCIATION
OF LANCASTER, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made this the 24th day of August, 2006, by FOX RIDGE OF LANCASTER, LLC., a South Carolina limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property which is described in Article II hereof, and desires to create thereon an exclusive residential community of single-family homes to be named FOX RIDGE; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of all properties within the subdivision and to provide for the maintenance and upkeep of the entrances, landscaping easements and Common Area as hereinafter defined; and, to this end, desires to subject the said real property to the covenants, conditions, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection, and enhancement of the said subdivision and to provide for the maintenance and upkeep of landscaping easements and the Common Area, if any, to create an organization to which will be delegated and assigned the powers of maintaining said entrances and landscaping easements and owning and administering the Common Area, enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated or will incorporate under South Carolina law FOX

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This document is being re-recorded to attach Exhibit "A", inadvertently omitted from original recording.

Signed Michael W. Hinshaw
Michael W. Hinshaw
Manager, Fox Ridge of Lancaster, LLC

RIDGE HOMEOWNERS ASSOCIATION, INC. as a non-profit corporation for the purpose of exercising and performing the aforesaid functions;

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, do declare that all of the property described in Article II, Section 1, hereof is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Builder" shall mean any person or other entity expressly so designated by Declarant in writing.

Section 2. "Common Area" shall mean all real property owned by the Homeowners Association for the common use and enjoyment of the owners.

Section 3. "Declarant" shall mean and refer to FOX RIDGE OF LANCASTER, LLC. and shall also mean and refer to any person, firm, or corporation which FOX RIDGE OF LANCASTER, LLC. may name as successor Declarant by recorded instrument.

Section 4. "Entrance and Landscape Easement" shall mean and refer to any easement so designated on any plat of FOX RIDGE now or hereafter recorded in the Lancaster Public Registry.

Section 5. "Homeowners Association" shall mean and refer to FOX RIDGE HOMEOWNERS ASSOCIATION, INC. a South Carolina non-profit corporation, its successors and assigns.

Section 6. "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties with the exception of the Common Areas, if any.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Homeowners Association.

Section 8. "Owner" shall mean and refer to the record owner, except Declarant, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 9. "Properties" shall mean and refer to the property described in Article II hereof and any additions thereto as are or shall become subject to this Declaration and brought within the jurisdiction of the Homeowners Association.

Section 10. "Special Declarant Rights" shall mean the rights given to the Declarant including, but not limited to the following: to complete improvements indicated on plats or plans

filed with or referenced in the Declaration; to exercise any development right as allowed by state law; to maintain sales offices, management offices, models and signs advertising FOX RIDGE; to use easements through the Common Area for the purpose of making improvements within FOX RIDGE or within real estate which may be added to FOX RIDGE; to make amendments to this Declaration without the approval of the members prior to voluntarily releasing control of the Association to the Membership; and to elect, appoint or remove any officer or Board member of the Association during any period of Declarant control;

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE HOMEOWNERS ASSOCIATION

Section 1. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, and within the jurisdiction of the Homeowners Association is located in Lancaster County, South Carolina, and is more particularly described as all of that certain tract of land containing approximately 83.5151 acres, more or less, as same is shown on a plat thereof recorded in Plat Book 2005, Page 296, Lancaster County, South Carolina, Public Registry and more particularly described on Exhibit A attached hereto. At the time of recording of this Declaration, Declarant has recorded a map of Phase I, Map 1, of FOX RIDGE Subdivision in Plat Book 2006, Page 339, Lancaster County, South Carolina, Public Registry, and, without limitation, hereby makes the property described in Plat Book 2006 at Page 339, Lancaster County Public Registry subject to and part of the Property which is restricted by this Declaration.

Section 2. Additions to Existing Property. Additional land may be brought within the scheme of this Declaration in the following manner

(a) Additional land within the area described on Exhibit "A" attached hereto and incorporated herein by reference may be annexed to the existing property by Declarant or its assigns, in future stages of development, without the consent of the Homeowners Association or its Members, provided that said annexations must occur within seven (7) years after the date this instrument has been filed with the Lancaster County Public Registry.

(b) Additional residential property (and common area), outside of the area described in the aforementioned Exhibit "A" may be annexed to the Properties and brought within the scheme of this Declaration and the jurisdiction of the Association with the consent of the members entitled to at least 67% of the votes appurtenant to all Class A lots and at least 67% of the votes appurtenant to all Class B lots, if any, as hereinafter defined in Article III, Section 2. The Association may participate in mergers or consolidations with other non-profit corporations organized for the same or similar purposes as the Association, thereby adding to the Association, or to a surviving homeowner association, the properties, rights and obligations of the non-profit corporation with which it merges or consolidates. Any such merger or consolidation shall have the assent of the members as provided above in this subsection (b), and no such merger or consolidation shall revoke, change or add to any of the provisions of this Declaration except as herein provided.

and rights to the use of the Common Area for any period during which any assessment against his Lot remains unpaid.

(b) The right of the Homeowners Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions may be agreed to by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least eighty percent (80%) of the votes appurtenant to each Class of Lots (Class A and Class B) agree to such dedication or transfer and signify their agreement by a signed and recorded written instrument, provided that this subsection shall not preclude the Board of Directors of the Homeowners Association from granting easements to public authorities or others for the installation and maintenance of sewerage, utilities, and drainage facilities upon, over, under, and across the Common Area without the assent of the membership when, in the sole opinion of such Board, such easements do not interfere with the use and enjoyment of the Properties or are necessary for the convenient use and enjoyment of the Properties;

(c) Except as provided in Subsection (b) hereinabove, conveyance or encumbrance of Common Area may be conveyed or subjected to a security interest by the Association if persons entitled to cast at least eighty percent (80%) of the votes in the Association agree in writing to that action. Proceeds of the sale or financing of Common Area shall be an asset of the Association. The Association, on behalf of the Lot Owners, may contract to convey Common Area or subject Common Area to a security interest but the contract is not enforceable against the Association until approved as hereinabove set forth. Thereafter the Association has all powers necessary and appropriate to affect the conveyance or encumbrance, free and clear of any interest of any Lot owner or the Association in or to the Common Area conveyed or encumbered, including the power to execute deeds or other instruments. No conveyance or encumbrance of Common Area may deprive any Lot of its rights of access and support.

(d) The right of the Association to establish rules and regulations governing the use of the common area or portions thereof.

Section 2. Delegation of Use

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article IV may be exercised by members of the Owners' family who occupy the residence of the Owner within the Properties as their principal residence in Lancaster County, South Carolina.

(b) Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Lancaster County, South Carolina.

(c) Guests. Common Area situated upon the Properties may be utilized by guests of Owners, tenants, or contract purchasers subject to the rules and regulations

of the Homeowners Association, as may be established by its Board of Directors, governing said use.

Section 3. Ownership of Common Area. Declarant at any time may convey the Common Areas to the Association, although until such time Declarant voluntarily surrenders control of the Property to the Association by written recorded document, the Declarant shall serve as Director of the Association and maintains the authority to collect assessments for the maintenance of such Common Areas. Notwithstanding the recordation of any Map or any other action by Declarant or the Association, all Common Area(s) shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and (3) specific assessments including but not limited to fines an/or administrative fees due to delinquency or violation(s) of this Declaration or rules and regulations of the Association and (4) Capitol Improvement assessments as described in the Declaration. Any such assessment or charge, together with interest, late fees, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but shall continue to be a lien upon the property until paid.

Section 2. Purposes of Assessments. The assessments levied by the Homeowners Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties, the enforcement of these covenants, and the rules of the Homeowners Association, and in particular, for the improvement and maintenance of the Properties and providing the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and any improvements thereon and other areas maintained by the Homeowners Association, including, but not limited to, the cost of repair, replacement and additions thereto, the cost of labor and equipment, materials, management and supervision thereof, the payment of taxes assessed, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Homeowners Association when necessary, and such other needs as may arise.

Without limiting the generality of the above-described purposes, the assessments levied by the Homeowners Association may be used for the acquisition, construction and improvement (including landscaping and planting) and maintenance of the facilities located or to be located in the Common Area or any easement area, entrance way, or berms.

Section 3. Maximum Annual Assessment. The maximum annual assessment for each Lot shall be determined by the Declarant until the Declarant voluntarily surrenders control of the

Association to the Membership by written recorded instrument. Following the voluntary surrender of control of the Association by the Declarant:

(a) the established assessments may be increased, effective January 1 of each year, without a vote of the membership, but subject to the limitation that any such increase shall not exceed the percentage increase, if any, in the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for all Cities over the immediately preceding twelve (12) month period which ended on the previous October 1, or ten (10%) percent of the maximum amount for the previous year, whichever is greater. In the event the maximum assessment for each Lot is not increased for any particular year or years, the amount which it might have been increased for such year shall be added to the maximum amount the assessment could have been increased for each succeeding year, to the effect that the maximum increase shall be cumulative for the current year and all prior years.

(b) Maximum annual assessments may be increased without limitation, if such increase is approved by Members entitled to no less than fifty percent (50%) of the votes (appurtenant to each Class of Lots) represented in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at amounts not in excess of the maximum. Any annual assessment established by the Board shall continue thereafter from year to year until changed by said Board.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments, the Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the entrances and landscaping easements and the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article.

Section 5. Capital Improvement Assessments. A Capital Improvement Assessment of \$200 per household will be charged at the time of initial conveyance of a Lot to a person(s) other than a builder to be used to repay the Declarant for the purchase of street lights.

Section 6. Assessment Rate. Both annual and special assessments, except the Capital Improvement Assessment as described above, must be fixed at a uniform rate for all Lots, except Declarant(s) shall be assessed at 50% of such Assessments within each class, and may be collected on a yearly, quarterly or monthly basis, as determined by the Board of Directors.

Section 7. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(c) The additions authorized under subsections (a) and (b) above shall be made by filing of record Supplementary Declarations of Covenants, Conditions, and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions, and obligations set forth herein, as may be amended by such supplementary declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Lots with respect to voting rights and assessments:

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as the same are hereinafter, defined. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant. The Declarant shall be entitled to three (3) votes for each Class B Lot owned. The Class B Lots shall cease to exist and shall be converted to Class A Lots when the Declarant voluntarily surrenders control of the Association to the Membership by written recorded document.

Voting rights may be suspended by the Board of Directors, to any Owner not in compliance with the Declaration, Bylaws, or Rules and Regulations of the Association, after notice and opportunity to be heard as set forth in the applicable North Carolina Planned Community Laws.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owners Easement of Enjoyment: Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area established initially and in all future stages or sections of the development which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions

(a) The right of the Homeowners Association to suspend the voting rights

Section 8. Date of Commencement of Annual Assessments: Due Dates: Certificate of Payment. The annual assessments provided for herein shall commence for all lots subject to this Declaration on the first day of the month following the closing of the first lot to an owner other than the builder, and for new lots created after June 5, 2006, on the first day of the month following the recording of the new map of the properties. Declarant shall be responsible for maintenance of the easement areas and common area, if any, until such time.

At least thirty (30) days before January 1 of each year except 2006, the Board of Directors shall fix the amount of the monthly assessments against each Lot for the next year and at least fifteen (15) days before January 1 shall send written notice of such fixed assessment to every Owner subject thereto. The due dates for the payment of monthly and special assessments shall be established by the Board of Directors. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Homeowners Association setting forth whether the assessments on a specified Lot have been paid.

Notwithstanding any provisions of this Article hereof, the Declarant may, at its election, postpone, in whole or in part, the date on which the assessment shall commence provided that the Declarant maintains the Common Areas for which no assessment is being collected during the period of such postponement.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date for assessments collected annually and fifteen (15) days after the due date for assessments collected monthly, shall bear interest from the due dates the rate of eight percent (8%) per annum or rate set by the Board of Directors prior to the time of such delinquency, whichever is greater. In addition to such interest charge, the delinquent Owner shall also pay such late charges as may have been theretofore established by the Board of Directors of the Homeowners Association to defray the costs of late payment. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien in a manner equivalent to foreclosure of a mortgage, and interest, late payment fee, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No owner may avoid or otherwise escape liability for payment of the assessments by abandonment of his lot

Section 10. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage, mortgages, first deed of trust, or deeds of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust. or deeds of trust.

Section 11. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.


ARTICLE VI

EASEMENTS

Easements for installation and maintenance of driveway, walkway, parking lots, water line, gas line, cable television, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Further, easements forty-five feet in width for such purposes are reserved over, under and through and along the rear lot lines of all lots shown on recorded plats, and easements ten feet in width for such purposes are reserved over, under and through and along all side lot lines of all lots shown on recorded plat, as well as easements thirty-five feet in width along the front lot lines for such purposes and for sidewalk construction, maintenance and repair purposes. In the event it is determined that other and further easements for such purpose are required over any lot or lots in locations not shown on the recorded plat and not along rear or side lot lines, such easements may be established by the Declarant, except that if any such further easements are reserved or established after the conveyance of a lot or lots to be affected thereby, the written assent of the Owner or Owners of such lot or lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required. Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, delivery and maintenance of public utilities, or which may obstruct or change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. Declarant easements may be abandoned at the Declarant's sole discretion, one year after the later of the last lot is sold to an owner other than the builder, or acceptance of public utilities by the appropriate government entity, or the acceptance of all the subdivision streets for maintenance by the appropriate government entity.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, or other structure or improvement of any kind, including atings, shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including the erection of recreational or playground equipment, antennas, aerials, awnings, the installment or replacement of reflective or other material in the windows of a home or other exterior attachment, until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of three (3) or more representatives appointed by the Declarant or by the Board of Directors of FOX RIDGE HOMEOWNERS ASSOCIATION, INC., once the Declarant assigns to it the right of appointment hereunder. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after a Homeowner obtains a signed receipt by the Association duly acknowledging said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall have the right to charge a reasonable fee for receiving such application in an amount not less than \$25.00. The Architectural Control Committee shall not approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance

of any Lot or the Common Area. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development. Provided, no builder shall be subject to this article.

In addition, no permanent playground equipment, including basketball goals, nets, or other sporting equipment, may be installed in the front yard, driveway, or be permanently affixed to the front of the home.

Section 2. Design Guidelines. The Architectural Control Committee may, from time to time, publish and promulgate Design Guidelines (herein so called), and such Design Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a "guide" to assist the Architectural Control Committee in reviewing plans and specifications. In any event, such Design Guidelines shall not be binding upon the Architectural Control Committee and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials submitted to the Architectural Control Committee for approval. Any Design Guidelines created by the Architectural Control Committee must be approved in advance by the Directors prior to the Committee publishing or acting upon them.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Land Use. All Lots in the tract shall be known and described as residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building Lot other than one single-family detached dwelling, not to exceed three and one half (3 ½) stories in height, excluding basements, and a private attached garage for not less than two (2) cars, and other buildings incidental to residential use of the plot. This section shall not prevent the use of model home and construction trailers during the construction of residences within the subdivision.

Section 2. Building Setbacks. No building shall be erected on any residential lot nearer to any street line than the building setback lines shown on the recorded map, and with respect to a corner lot no residence or other building shall be located nearer to the side street line than the building setback lines shown on the recorded map. With respect to corner lots the front lot line shall be deemed the street line having the shorter frontage, and any residence erected on such corner lot shall face the front lot line. No building, garage, carport, or other accessory building and structure incidental to the residential use of the lots shall be located nearer to a side lot line than permitted by Lancaster County zoning ordinances as such ordinances change from time to time. For purposes of determining compliance or noncompliance with the foregoing building line requirements, porches, terrace, eaves, wing-walls, and steps extended beyond the outside wall of a structure shall not be considered as part of the structure, provided, however, that this provision shall not be construed to authorize or permit encroachment of any structure upon any easement shown on the recorded plat or reserved herein or upon any other Lot. Porches, terraces, eaves, wing-walls, and steps extending beyond the outside wall of the structure may encroach on easements defined by the Declarant for the Declarants' use (non-utility easements), provided prior written approval has been given by the Declarant.

Section 3. Fences. No fence or wall shall be erected on any Lot closer to any street

right-of-way than the rear corners of the main structure of the finished home, and no back yard perimeter fence may be higher than four (4) feet tall. Chain link or metal fencing other than wrought iron or similar decorative aluminum fencing whether or not approved by the Architectural Committee, is not permitted, except that 2" x 4" mesh may be used with split rail fencing to contain children and animals within the rear yard. Perimeter fencing shall not have more than 70% of any of its surface closed — viewed from a point on a line of sight perpendicular to the line formed by the line of the fence except solid fences or fences having greater than 70% of their surface closed may be erected and maintained along property lines forming the outside boundaries of the FOX RIDGE subdivision. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy screens. Said privacy fencing may be located at a distance no greater than ten (10) feet from the edge or circumference of the patio, deck or pool area being screened, may be no more than six (6) feet tall, and may not be visible to an observer standing directly in front of the house as viewed from the sidewalk opposite the lot in question.. The fencing restriction in this paragraph and Article 26 hereof shall not be applicable to model homes owned by builders.

Section 4. Lot Area. No residential structure shall be erected or placed on any building plot, which plot has an area of less than the square footage or a width of less than the width at the front building setback line permitted by Lancaster County Unified Development Ordinance.

Section 5. Temporary Structures and Parking. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, shed, barn or any other building of a similar nature, including boats, trucks, campers, or recreational vehicles shall be used as a residence on any lot, either temporarily or permanently. No boat, trailer, recreational vehicle, camper, camper truck or commercial vehicle greater than 30 feet on trucks shall be parked, stored or kept (a) on any part of the Common Area, (b) in any driveway, (c) within any street right of way, or (d) on any other part of a lot unless the same are fully enclosed within the garage located on the lot. This restriction shall not apply to sales trailers, construction trailers, or other vehicles, which may be used by Declarant and its agents and contractors in the conduct of their business. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway within the Properties, except in the case of emergency.

Section 6. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs and cats shall not exceed three in number except for newborn offspring of such household pets which are under (9) months in age. No savage or dangerous animals shall be kept or maintained on any lot or in any dwelling. If pets are allowed off the property they must be kept on a leash.

Section 7. Dwelling Size. The minimal heated square footage of a dwelling may not be less than 1,800 square feet of improved heated living area.

Section 8. Outbuildings and Similar Structures. No trailer, tent, shack, or camper may be erected, moved on or allowed to remain on any lot for any use or purpose whatsoever. No permanent outbuilding structure, such as shed, garage, barn, pool house, cabana, "carriage house", or other outbuilding (collectively, the "Outbuildings") erected on a Lot shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a

residence. All Outbuildings shall be of a similar design and constructed of similar materials as the dwelling on the Lot on which the Outbuilding is located, and shall be so located as not to be visible from directly across the street on which the Lot fronts, with the exception of detached garages constructed by the builder or using the same design and materials used in the construction of the house. With the exception of construction trailers used during the construction of a dwelling, no structure shall be moved onto any Lot unless it shall conform to and be in harmony with the existing structures in the Development. Design of any outbuildings must be approved by the HOA architectural committee. No above ground pools may be constructed, place, or permitted to remain on any lot.

Section 9. Easements. Easements for installation, maintenance and repair of utilities and cable television (CATV) and drainage facilities are reserved as shown on the recorded map and over the rear ten (10) feet, front ten (10) and each side five (5) feet of every lot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Declarant reserves the right to create and impose additional easements or rights of way over unsold lot or lots for street, drainage, sidewalks and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or signs used by a Home Builder or builder approved by FOX RIDGE OF LANCASTER, LLC. or its designated assigns, to advertise the property during the construction and sales period. "For rent" signs of any kind are not allowed.

Section 11. Unintentional Violations. In the event of the unintentional violation of any of the building line restrictions set forth herein FOX RIDGE OF LANCASTER, LLC., or its designated assigns, reserves the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restriction set forth in the instrument provided, however, that such change shall not be in violation of any provisions of the zoning provisions of Lancaster County.

Section 12. Satellite Dishes or Discs. No radio or television transmission or reception towers antennas, or discs shall be erected on a lot unless approved by the Board or architectural control committee pursuant to Article VII hereof. Except that discs not exceeding two (2) feet in diameter are permitted upon approval by the Board or architectural control committee as to location.

Section 13. Maintenance of Lot. Each Owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. The Owner shall be responsible for ensuring grass clippings are blown or swept away, clearing streets and gutters of grass, leaves, limbs and any other debris, ensuring any grass cuttings, clippings, branches or any other such debris is not dumped on any portion of the Lot. No clothesline may be erected or maintained on any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure, provided however, that the foregoing shall not be construed to

prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units.

Section 14. Mailboxes. No concrete or brick structure mailboxes may be constructed in the street right of way. Mailbox posts must be of a breakaway material approved by South Carolina Department of Transportation. All mailboxes in the development shall be Watson Welding Company's small (standard) mailbox or as approved by the Architectural Review Committee.

Section 15. Tenants & Rental. Any Owner who rents or leases his Lot to a tenant shall not be entitled to use and enjoy any facilities on the Common Area(s) during the period the Lot is occupied by such tenant.

No Owner shall lease or rent less than an entire Lot and no more than one (1) single family, as defined in Article VI, Section 1, shall live in any one (1) Lot. The Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than six (6) months. Effective the date of recordation of this Restated Declaration, Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between any Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of this Restated Declaration, the Bylaws, and the Rules and Regulations and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease and cause for eviction from the property. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of this Restated Declaration, the Bylaws and the Rules and Regulations.

On or before the tenth (10th) business day after the earlier of the full execution of any lease or rental agreement for a Lot, or occupancy of any Lot by any tenant, the Owner of said Lot shall deliver the following to the Association in writing:

- (a) the name of the tenant and the address of the rented or leased Lot;
- (b) the current address and telephone number of the Owner and property manager, if any, renting or leasing said Lot;
- (c) a true and complete copy of the lease or rental agreement; and
- (d) the certification of the Owner that the tenant has been given a copy of this Restated Declaration, any applicable amendments, the Bylaws and the Rules and Regulations and that such tenant has been advised of any obligations he may have thereunder as a tenant.

In no event shall any lease or rental agreement release or relieve an Owner from the proper maintenance of the Lot, or the obligation to pay regular, special and specific assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement. In addition, the Owner must notify the Association in writing within ten (10) business days of any changes to his address and telephone number.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any and all persons who may serve or whom have served at any time as directors or officers of the Association against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim action, suit or proceeding in which they, or any of them are made parties, or party, which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or an officer of the Association, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit, or proceeding guilty of willful and intentional negligence or misconduct in the performance of his or her duties to the Association. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

The provisions herein shall be in addition to and not exclusive of any and all other rights to which any director or officer may otherwise be entitled under any law, By-law, agreement vote of Association Members or otherwise. In the event of death of any officer or director, the provisions hereof shall extend to such person's legal heirs, representatives, successors and assigns. The foregoing rights shall be available whether or not such person or persons were in fact directors or officers at the time of incurring or becoming subject to such expenses, and whether or not the proceeding, claim, suit or action is based on matters which antedate the adoption of this By-Law.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Homeowners Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Homeowners' Association or any owner seeking to enforce its rights under this section, shall be entitled to recover a reasonable attorney fee, if it is the prevailing party.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect

Section 3. Amendment & Termination. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this

owner seeking to enforce its rights under this section, shall be entitled to recover a reasonable attorney fee, if it is the prevailing party.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect

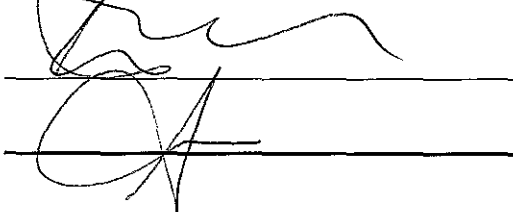
Section 3. Amendment & Termination. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of (10) years unless terminated or altered by a vote of eighty (80%) percent of a vote of the Owners after the expiration of said twenty-five (25) year period. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Owners of not less than sixty-seven (67%) percent of the lots, and thereafter by an instrument signed by the Owners of not less than sixty-seven (67%) percent of the lots. The Declarant maintains the authority to amend the Declaration without the consent of the membership prior to relinquishing control of the association to the membership. Any amendment must be properly recorded in the Lancaster County Public Registry. For the purpose of this section, additions to existing property as provided in Article II, Section 2 hereof shall not constitute an "amendment". Provided the Declarant(s) owns one or more Lots, this declaration may not be amended without Declarant(s) consent.

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA insured mortgage loans, then as long as any Class B Lot exists, as provided in Article III hereof, the following actions will require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties, other than as provided in Article II hereof, deeding of common area to persons other than the Homeowners Association and amendment of this Declaration of Covenants, Conditions and Restrictions.


Should the Veterans' Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Declaration or make such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Declaration to be recorded to reflect such changes.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, this 28th day of August, 2006.

WITNESS:



FOX RIDGE OF LANCASTER, LLC.

By:  (L.S.)
Manager

STATE OF NORTH CAROLINA

PROBATE

COUNTY OF MECKLENBURG

Personally appeared before me the undersigned and made oath that s/he saw the within-named Declarant, Fox Ridge Of Lancaster, LLC, a South Carolina limited liability company, by its Manager, Michael W. Hinshaw, sign, seal and as the act and deed of the company execute the foregoing instrument for the uses and purposes therein mentioned, and that s/he with the other witness subscribed above witnessed the execution thereof..



SWORN TO before me, this 28th day of August, 2006.



Notary Public Amy Susan Genick

My Commission Expires: March 30, 2011

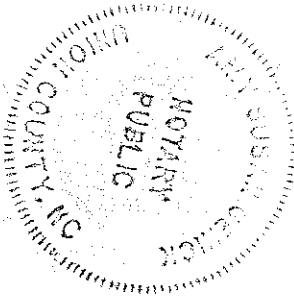


EXHIBIT "A"

(Legal Description)

PARCEL ONE: "ALL that certain piece, parcel or tract of land, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, on the west side of South Carolina Road Number 157, known as Possum Hollow Road, containing seventy six and three thousand five hundred forty-four ten-thousandths (76.3544) acres, more or less, and being shown, described and designated as "Paul T. Hucks" on plat of survey made by R.B. Pharr & Associates, P.A., dated May 28, 2005, last revised May 17, 2005, entitled "Boundary Survey Prepared For: Hinshaw Properties, LLC", and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2005, page 296. Reference to said plat is craved for a more minute description."

PARCEL TWO: "ALL that certain piece, parcel or tract of land, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, lying to the west of South Carolina Road Number 157, known as Possum Hollow Road, containing five and seven thousand one hundred twenty-six ten-thousandths (5.7126) acres, more or less, and being shown, described and designated as "Proposed Tract A" on plat of survey made by R.B. Pharr & Associates, P.A., dated May 28, 2005, last revised May 17, 2005, entitled "Boundary Survey Prepared For: Hinshaw Properties, LLC", and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2005, page 296. Reference to said plat is craved for a more minute description."

PARCEL THREE: "ALL that certain piece, parcel or tract of land, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, lying to the west of South Carolina Road Number 157, known as Possum Hollow Road, containing three hundred fifty ten-thousandths (0.0350) acre, more or less, and being shown, described and designated as "Proposed Tract B" on plat of survey made by R.B. Pharr & Associates, P.A., dated May 28, 2005, last revised May 17, 2005, entitled "Boundary Survey Prepared For: Hinshaw Properties, LLC", and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2005, page 296. Reference to said plat is craved for a more minute description."

PARCEL FOUR: "ALL that certain piece, parcel or tract of land, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, lying to the west of South Carolina Road Number 157, know as Possum Hollow Road, containing one and four thousand one hundred thirty-one-ten-thousandths (1.4131) acres, more or less, and being shown, described and designated as "Proposed Tract C" on plat of survey made by R.B. Pharr & Associates, P.A., dated May 28, 2005, last revised May 17, 2005, entitled "Boundary Survey Prepared For: Hinshaw Properties, LLC", and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2005, page 296. Reference to said plat is craved for a more minute description."

Drawn by and Mail to: Law Office of Chris Karrenstein, P.C.
3719 Latrobe Drive, Suite 840
Charlotte, NC 28211

20070328
RESTRICTION
RECORDING FEES \$10.00
PRESENTED & RECORDED:
03-28-2007 08:34 AM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY
BK: DEED 388
PG: 307-308

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

SUPPLEMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
Fox Ridge

THIS AMENDMENT AND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOX RIDGE is made this 26th day of March, 2007, by Fox Ridge of Lancaster, LLC, a South Carolina limited liability company (hereinafter referred to as "Declarant");

WHEREAS, by that certain Declaration of Covenants Conditions and Restrictions for Fox Ridge Subdivision (the "Declaration") dated August 29, 2006, recorded in Book 351 at Page 276, and re-recorded in Book 388 at Page 290, Lancaster County, South Carolina, Public Registry, Declarant subjected certain real property in Lancaster County, South Carolina, to protective covenants, conditions and restrictions as set forth therein; and

WHEREAS, Article II, Section 2, of the Declaration provides that additional property may be subjected to the terms of the Declaration by filing a Supplement to the Declaration with the Lancaster County Public Registry; and

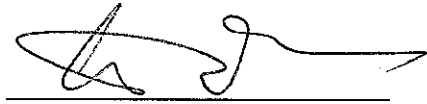
WHEREAS, in accordance with Article II, Section 2, of said Declaration, the Declarant is desirous of subjecting the hereinafter-described real property to the benefits, agreements, restrictions, and obligations as set forth in the Declaration;

NOW, THEREFORE, Declarant hereby declares that Lots 36, 37, 76, 175, 176, 177, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189 & 190 of Fox Ridge Subdivision, Phase 1, as shown on a map thereof entitled "FOX RIDGE, PHASE 1, MAP 2" and recorded in Book 2006 at Page 625, Lancaster County, South Carolina Public Registry, are and shall be held, transferred, sold and conveyed the benefits, agreements, restrictions and obligations, set forth in the Declaration; and

NOW THEREFORE, Declarant hereby declares that Lots 161, 162, 163, 164, 165, 166, 167, 168, 169, 171, 172, 173 & 174 of Fox Ridge Subdivision, Phase 1, as shown on a map thereof entitled "FOX RIDGE, PHASE 1, MAP 3" and recorded in Book 2007 at Page 182, Lancaster County, South Carolina Public Registry, are and shall be held, transferred, sold and conveyed the benefits, agreements, restrictions and obligations, set forth in the Declaration.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be executed, this 26th day of March, 2007.

WITNESS:



DECLARANT:

Fox Ridge of Lancaster, LLC
a South Carolina limited liability company

By: 

Name: Michael W. Hinshaw, Jr.

Title: Manager


STATE OF NORTH CAROLINA

PROBATE

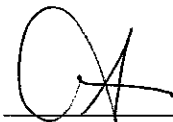
COUNTY OF MECKLENBURG

Personally appeared before me the undersigned witness, who being first duly sworn, deposes and states that s/he saw the within-named Declarant, Fox Ridge of Lancaster, LLC, a South Carolina limited liability company, by its Manager, Michael W. Hinshaw, Jr., sign, seal and as the act and deed of the company execute the foregoing document for the uses and purposes therein mentioned, and that s/he, together with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this 26th day of March, 2007.




Witness



Notary Public, State and County aforesaid

Name: Amy Susan Genick

My Commission Expires: 3/30/2011

* Union County 

(Notary Seal)

