

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a Lot solely as security for the performance of an obligation.

Section 2. "Property" shall refer to "The Enclave" Subdivision as more particularly referenced and described in Article II as being subject to this Declaration.

Section 3. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision plat of the Property, with the exception of any streets or easements shown on any recorded plat. In the event any Lot is increased or decreased in size by re-subdivisions, or through recording of new subdivision plats, any such newly platted Lot shall thereafter constitute a Lot for the purposes of this Declaration.

Section 4. "Declarant" shall mean and refer to Integrity Properties, LLC, and those of its successors and assigns, if any, to whom the rights of Declarant hereunder are expressly transferred hereafter, in whole or in part, and subject to the terms and conditions as Declarant may impose.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in Fort Mill Township, York County, South Carolina and is shown on a plat of 14.432 acres (including land identified as Parcel 7-A" of 2.578 acres and "Parcel 8-A" of 11.845 acres) recorded in Plat Book C-141 at Page 7 in the Office of the Clerk of Court for York County.

This property shall be herein referred to as the "Property."

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots and parcels of land within the Property shall be single-family residential Lots except as otherwise identified on a recorded plat or survey of the Property. No structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one detached single family dwelling, not to exceed two and one-half (2 ½) stories in height, and a private garage, and a maximum of one (1) outbuilding or accessory structure incidental to residential use of the Lot. All structures built on a Lot shall be constructed with exterior facings of brick constituting not less than 90% of the total exterior wall surfaces for said structure.

Section 2. Dwelling Size. The minimal heated square footage of a dwelling may not be less than 2,400 square feet.

Section 3. Accessory Structures. No metal, aluminum, wood, or vinyl siding out-building or accessory structure of any kind shall be placed on any Lot. All such structures shall be constructed of a brick exterior constituting no less than 90% of the total surface of all exterior walls. No out-building or accessory structure may be located on any Lot except that one utility building may be located in the rear yard so that it is directly behind the residence as viewed from a point on a line of sight perpendicular to the street. In addition to the above requirements, all such structures must be approved by the Regent Park Community Owners' Association in compliance with Article III of the Regent Park Covenants.

Section 4. Fences. No fence or wall shall be erected on any Lot closer to the street than the side street setback or in front of the house's street side facade, excepting only temporary decorative fencing installed by the builder on a model home. Fencing on Lots shall be restricted to fences constructed of either brick, black wrought iron, or black aluminum, and may not exceed five (5) feet in height.

Section 5. Maintenance of Lots. 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. 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 type 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

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prohibit temporary deposits of trash, rubbish, and other debris for collections by governmental or other similar garbage and trash removal units. Except in connection with construction work being performed at a Lot, no vehicles, boats, or trailers shall be parked on any portion of a Lot other than a hard-surface driveway or within an enclosed garage.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The Regent Park Community Owners' Association ("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 by 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 Association shall have no obligation or responsibility to any Owner within the Property for enforcement of this Declaration, but shall have the discretion to take enforcement action if and when it deems appropriate or necessary to the interests of the Association and its members.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run 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 ten (10) years unless terminated or altered by a vote of seventy-five (75%) 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 year period by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots. Any amendment must be properly recorded.

Section 4. Supplementary Effect. This Declaration is intended to supplement the Regent Park Covenants, and accordingly, imposes use restrictions on the Property in addition to those prescribed and set forth in the Regent Park Covenants. This Declaration shall not affect, invalidate or restrict the ability of the Association to enforce the separate provisions of the Regent Park Covenants for which the Property is also subject thereto.