

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

DECLARATION OF

**SUPPLEMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOBURN ABBEY SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by HARRISBURG MIDLAND PROPERTIES, LLC, a North Carolina limited liability company, having an address of 4608 Carriker Dr., Monroe, N.C. 28110, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration, which real property shall be a residential subdivision known as "Woburn Abbey Subdivision" located within the Regent Park development in Fort Mill Township, York County, South Carolina; and

WHEREAS, while said property is already subject to those certain covenants, conditions, restrictions, and obligations known as the "Regent Park Covenants" as recorded in the Office of the Clerk of Court for York County, South Carolina, in Record Volume 1070 at Page 87, as amended (including, the Thirteenth Amendment recorded in Record Volume 4977 at Page 8 for the purpose of submitting said property to the Covenants), Declarant desires to supplement same and further restrict the Property for the purpose of preventing nuisances, and to preserve, protect and enhance the values of the property, and in order to accomplish these objectives, deems it advisable to subject the real property described in Article II to the covenants, conditions, and restrictions, hereinafter set forth;

NOW, THEREFORE, the Declarant declares that the real property described in Article II is and shall be owned, held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions which shall run with the real property and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns.

BK 06110 PG 0092

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 "Woburn Abbey 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 Harrisburg Midland 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 9.698 acres (identified as Parcel "7-B") recorded in Plat Book C-141 at Page 6 in the Office of the Clerk of Court for York County.

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

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.

Section 2. Dwelling Size and Exterior Materials. The minimum heated square footage of a dwelling shall not be less than 2,200 square feet. All dwelling structures shall be constructed of either: (a) a front/street-facing exterior of brick of which the brick constitutes no less than 80% of the total surface of the front/street-facing exterior wall; or (b) a front/street-facing exterior partially or entirely of stone of which the stone constitutes no less than 30% of the total surface of the front/street-facing exterior wall. The remaining walls (i.e. left side, right side, and rear side) of the dwelling structure may be constructed of brick, stone, or other materials as approved by the Regent Park Community Owners' Association.

Section 3. Accessory Structures. No metal or aluminum siding out-building or accessory structure of any kind shall be placed on any Lot. All such structures shall be constructed of the same exterior materials as used for the exterior of the dwelling located on the same Lot except as otherwise approved by the Regent Park Community Owners' Association. Only one out-building or accessory structure shall be allowed per Lot and all such structures must be located in the rear yard so that the structure is directly behind the dwelling 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 dwelling's street-facing 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: (a) white vinyl; (b) brick (of the same color as the color of a home's exterior brick constructed on the same

six (6) feet in height. Fences of any other material shall be subject to approval of the Regent Park Community Owners' Association Architectural Review Board.

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 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 and shall be subject to all other restrictions contained within the Regent Park Covenants.

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

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, including, but not limited to, the rights of the Association to levy assessments against the Property and any Lot as provided by Article IX of the Regent Park Covenants.

[signatures on following page]

BK 06110 PG 0096

IN WITNESS WHEREOF, the Declarant has caused these presents to be signed by me, the undersigned, on this 9th day of February, 2004.

WITNESSES:

Ryan Mc...

Shane L Knight

DECLARANT:

HARRISBURG MIDLAND PROPERTIES, LLC

By: Mike R. McGee

Its: Manager

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

ACKNOWLEDGEMENT
under SC Code §30-5-30(C)

I Brenda K. Little, do hereby certify that HARRISBURG MIDLAND PROPERTIES, LLC, by Mike R. McGee, its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the said Limited Liability Company.

Witness my hand and official seal this the 11 th day of February, 2004.

Brenda K. Little (SEAL)
Notary Public for South Carolina
My Commission Expires: 12-22-08
My Commission Expires December 22, 2008

BK 06110 PG 0097