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STATE OF SOUTH CAROLINA     )  
COUNTY OF LEXINGTON        )     DECLARATION OF COVENANTS ,  
  )     RESTRICTIONS, EASEMENTS, CHARGES, LIENS  
  )     FOR WHITEFORD LAKE SUBDIVISION  
  )     ( Plat Book 254, at Page 169 )  
  )     92-334

THIS DECLARATION is made this the 14 day of December, 1992 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the owner of the real property described in Schedule A of this Declaration, and desires to develop thereon a Development together with common lands and facilities for the sole use and benefit of the owners of the homes to be located in such complex.

2. The Developer may acquire additional real property which it may desire to develop as additional phases of such Development which Developer may incorporate as additional phases of this development and bring same under this Declaration of Covenants, Restrictions, Easements, Charges, and Liens for WHITEFORD LAKE SUBDIVISION (Plat Book 254, at page 159) .

3. The Developer is desirous of maintaining design criteria, location, plans and construction specifications, and other controls to assure the integrity of the development.

4. Each purchaser of a lot or dwelling home in WHITEFORD LAKE SUBDIVISION (Plat Book 254, at page 169) will be required to maintain and construct dwelling homes in accordance with the design criteria contained herein.

5. The Developer desires to provide for the preservation of the value and amenities in such development and for the maintenance of such common lands and facilities, and to this end, desires to subject the real property described in Schedule A, to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, (and referred to hereinafter as "The Declaration" ), each and all of which is and are for the benefit of said property and each owner thereof.

6. The Developer has deemed it desirable, for the efficient preservation of the values and amenities in such community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Development, administering and enforcing the

covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created.

7. The Developer has caused or will cause to be incorporated under the laws of the State of South Carolina, as a nonprofit corporation, WHITEFORD LAKE SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Developer declares that the real property described in Schedule A, annexed hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

## ARTICLE I DEFINITIONS

Sections 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "Association" shall mean and refer to the WHITEFORD LAKE SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

(b) "The Properties" shall mean and refer to all property including lots and common areas, as are subject to this Declaration, and which are described in Schedule A together with any additional phases that may be developed pursuant hereto.

(c) "Common Areas" shall mean and refer to those areas of land shown on any subdivision map of the properties or by any other means so designated. Such areas are intended to be devoted to the common use and enjoyment of members of the Association as herein defined and are not dedicated for use by the general public.

(d) "Lots" shall mean and refer to any plot of land with such improvements as may be erected thereon intended and subdivided for dwelling home use, shown on any subdivision map of the properties, but shall not include common areas as herein defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any lots, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of the foreclosure. Said terms "Owner" shall also refer to the heirs, successors, and assigns of any owner.

(f) "Developer" shall mean and refer to THE MUNGO COMPANY, INC., a Corporation organized and existing under and pursuant to the laws of the State of South Carolina, its successors and assigns, in the development of the properties.

(g) "Member" shall mean and refer to all those owners who are members of the Association, as provided in Article IV hereof.

(h) "Development", "Project", and "Community" shall mean and refer to

WHITEFORD LAKE SUBDIVISION (Plat Book 254, at page 169) and/or any additional phases of WHITEFORD LAKE SUBDIVISION to be developed and constructed by the Developer.

(i) "Plans", "Specifications", "Elevations", "Exterior Designs", and such like terms shall refer to and encompass the plans, specification, elevations and designs as well as set back, locations, ect. contained hereinafter in this Declaration for WHITEFORD LAKE SUBDIVISION (Plat Book 254, at page 169).

(j) "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Easements, Charges, and Liens, and any amendment or modification hereof.

## ARTICLE II USES OF PROPERTY

Section 1. Conformity and Approval of Structures. No structure, fence, sidewalk, wall, or other improvement shall be placed or altered on any lot except in accordance with the provisions of this Declaration and the Declaration of Covenants, Conditions, and Restrictions for Whiteford Lakes Subdivision, Phase I, dated March 29, 1989, recorded March 30, 1989, in Record Book 1313, at page 49, in the Office of the RMC for Lexington County.

### Section 2. Miscellaneous.

(a) It is agreed that time is of the essence with regard to these restrictions, covenants, limitations, and conditions.

(b) In the event of a violation or breach of any of these restrictions by an owner or agent, or agent of such owner, the owners of lots in the subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer, its successors, and assigns, shall have the right wherever there shall have been built on any lot in the subdivision any structure which is in violation of the restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights. reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should the Developer employ counsel to enforce any of the foregoing covenants, conditions. reservations, of restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Developer's counsel shall be paid by the Owner of such lot or lots in breach thereof.

(c) The Developer herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself.

(d) In the event that any one of more of the foregoing conditions, covenants, restrictions, or reservations shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, aberrant, or nullify any of these covenants, conditions, and restrictions not so declared to be void but all remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

(e) In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which same shall be effective, then and in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina and such provisions shall be fully effective for such period of time.

(f) All covenants, conditions, limitations, restrictions, and affirmative obligations set forth in this Declaration shall be binding and run with the land and continue until the first day of November, 2020, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then lots affected by the same has been recorded, agreeing to change the same in whole or in part; provided, however, that all proper rights and other rights reserved to the Developer shall continue forever to the Developer, its successors and assigns, except as otherwise herein provided.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an owner of any lot which is subjected by this Declaration to assessment by the Association shall be a member of Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessments.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all owners excepting the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1 above. When more than one person holds such interest or interests in any lot, the vote attributable to such lot shall be exercised as such persons mutually determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. The sole Class B member shall be the Developer. The Class B member shall be entitled to four votes for each lot which it holds the interest required for membership under Section (1) of this Article. The Class B membership shall cease and become converted to Class A membership upon the occurrence of the first of either of the following two events:

1. After seventy percent of the lots in the development have been conveyed to lot

purchasers; or

2. Three years following the conveyance of the first lot, or five years following such conveyance in the event that the Developer incorporates additional phases into the development and brings such additional phases under the Declaration filed for record for WHITEFORD LAKE SUBDIVISION (Plat Book 254, at page 169.

When a purchaser of an individual lot or lots takes title thereto from the Developer he becomes a Class A member.

#### ARTICLE IV PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in and to the common areas, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that on or before the conveyance of the last lot, it will convey to the Association, by general warranty, fee simple title to the common areas, free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, and further except for easements and restrictions existing of records prior to the purchase of the property by the Developer, none of which will make the title unmarketable. Subject however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the community, the common areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards, the maintenance and repair of the common areas shall include, but not be limited to, repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storm drains, and sewer and water lines, connections, and appurtenances, except such responsibilities as are accepted by responsible parties, and only for so long as they properly perform.

This section shall not be amended, as provided for in Article VIII, Section 5, to eliminate or substantially impair the obligation for the maintenance and repair of the common areas.

Section 3. Extent of Member's Easements. The rights and easements created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association, to dedicate, transfer, or convey all or any part of the common areas, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, provided that no such dedication,

transfer, or conveyance shall adversely affect the use of the common areas by the members of the Association.

(b) The right of the Developer, and of the Association, to grant and reserve easements and rights of way through, under, over, and across common areas, for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, fuel oil and other utility services, including a cable or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Developer to grant and reserve easements and rights of way through, over and upon and across the common areas for the operation and maintenance of the common areas.

(c) The right of visitors, invitees, etc. to ingress and egress in and over those portions of common areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the common areas in the case of landlocked adjacent owner) to the nearest public highway.

(d) The right of the Association, as provided in its Bylaws, to suspend enjoyment rights of any member for any period during which any assessment remains unpaid, for a period of not to exceed thirty days for any infraction of its published rules and regulations; provided, however, that the right of a member to ingress and egress over the roads and/or parking areas shall not be suspended.

(e) The right of the Association, in accordance with the law, its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving common areas and in pursuance thereof to mortgage the same.

Section 4. Parking Rights. Any owner may delegate, in accordance with the Bylaws of the Association, his right or enjoyment to the common areas and facilities to his employees, tenants, invitees, or licensees.

Section 5. Additional Structures. Neither the Association nor any owner or group of owners shall, without the prior written approval of the Developer, erect, construct, or otherwise locate any structure or other improvement in the common area.

## ARTICLE V

### MAINTENANCE, AND OPERATION OF COMMON AREAS AND FACILITIES AND COVENANT FOR ASSESSMENT THEREFORE

Section 1. The Association at its sole cost and expense, shall operate and maintain the common areas and provide the requisite services in connection therewith. It shall further be the responsibility of the Association to maintain all entrances including entrance signs, lights, sprinklers, shrubs, and to pay the cost of utility bills and other such requisite services in connection with the maintenance of such entrance ways.

Section 2. Assessments, Liens, and Personal Obligations Therefore and Operation Maintenance Of Common Areas Solely by the Association.

(a) The Developer shall not be charged for any annual assessments or charges or for any special assessments for capital improvements, nor shall any owner of any lot upon which a dwelling unit has not been constructed and completed be charged for any such annual assessments or charges or such special assessments for capital improvements until such time as the said dwelling unit has been occupied for residential use. Each and every owner of any lot or lots within the properties, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, if there is constructed and completed upon such lot or lots a dwelling unit, shall be deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as herein after provided. Annual and special assessments, together with such interest thereon and costs of collection thereof as are herein after provided, shall be a charge on the land and shall be a continuing lien upon the lot or lots against which each assessment® is made. Each such assessment, together with such interest thereon and costs of collection thereof as are herein after provided, shall also be the personal obligation of the owner of each lot or lots at the time when the assessment falls due.

(b) The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the development, and in particular for the improvement and maintenance of the common areas including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereof, the cost of labor, equipment, materials, management, and supervision thereof, and the cost of lawn and landscaping maintenance, and refuse collection, all of which obligations the Association hereby assumes in accordance with (a) above.

Section 2. Amount and Payment of Annual Assessments. The Board of Directors of the Association shall at all times fix the amount of the annual assessment at an amount sufficient to pay the cost of maintaining and operating the common areas and performing the exterior maintenance required to be performed by the Association under this Declaration. The amount of the annual assessment shall be uniform for each lot, subject to the provisions of Section 3(a). The Board shall also fix the date of commencement and amount of the assessment against each lot for each assessment, at least thirty days in advance of such date and period, and shall, at that time, prepare a roster of the lots and assessments applicable thereto, which shall be kept in the Office of the Association and shall be opened to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

Each annual assessment shall be paid in twelve monthly installments, each installment to be paid on the first day of each month, unless the Board of Directors of the Association shall

determine an alternate method of installments. The exact amount of each annual assessment shall be fixed by the Board of Directors of the Association.

The Association shall, upon demand at any time, furnish to any owner liable for any assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be in recordable form and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

This Section shall not be amended as provided in Article IX, Section 5, to eliminate or substantially impair the obligation to fix the assessment at any amount sufficient to properly maintain and operate the common areas and perform the exterior maintenance required to be performed by the Association under this Declaration.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment (which must be fixed at a uniform rate for all lots, subject to the provisions of Section 3(a)) applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, for the purpose of defraying, in whole or in part, the cost of any construction or any reconstruction, unexpected repair or replacement of a described capital improvement upon the common areas, including the necessary fixtures and personal property relating thereto, provided that such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days and no more than sixty days in advance of the meeting. The due date of any specified assessment shall be fixed in the resolution authorizing such assessment.

Section 4. Paid Professional Manager. The Board of Directors of the Association may employ a professional manager of a managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the common areas and in the discharge to the Association's duties throughout the community.

Section 5. Reserve Fund: Separate Assessment of Owners Therefore.

At the time of acquiring title to a lot or lots from the contractor who completes the residential improvements on the property, each owner acquiring such title shall deposit with the Association a reserve fund payment in a sum to be determined from time to time by the Association to provide for a reserve fund for the obligations of the association. Such reserve fund payment shall in no way be considered a prepayment of the annual assessment fee. Such reserve fund payments shall be used solely for the purposes specified in Section 3 (b) above, as determined from time to time by resolution of the Board of Directors of the Association, after the cessation of the Class B Membership of the Developer, as specified in Article IV, Section 2 of this Declaration.

Section 6. Effective Nonpayment of Assessment. The personal obligation of the owner; the lien, remedies of the association. If any assessment is not paid on the date when due, then



such assessment shall be deemed delinquent and shall, together with such interest thereon and costs of collection thereof as or herein after provided, continue as a lien on the lot or lots, which shall bind such lot or lots in the hands of the then owner, his heirs, devisees, personal representative, successors and assigns. Personal obligation of the then owner to pay such assessment however shall remain his personal obligation and will also pass onto his successor and title.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent per annum, and the Association may bring legal action against the owner personally obligated to pay the same or may enforce or foreclose the lien against the lot or lots; and in the event judgment is obtained, such judgment shall exclude interest on the assessment as provided\* and a reasonable attorney's fee to be fixed by the court, together with costs of the action.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property subject to the assessments; provided, however, that such subordination shall apply to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or in any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien from any subsequent assessment. This section shall not be amended as provided in Article as provided in Article IX, Section 5 of this Declaration:

Section 8. Exempt Property. The following properties subject to this Declaration shall be exempt from the assessment, charges, and liens created herein: (a) All common areas, as defined in Article I, Section 1 hereof. Notwithstanding any provision herein, no land or improvements devoted to building use shall be exempt from said assessments, charges and liens.

## ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Buildings. Fences. Walls. Etc. No building, fence, wall, mailbox or other structure, and no change in topography, landscaping, or any other item constructed by the developer shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation of the surrounding structures and topography by the Developer. Provided, however, that upon the Developer selling of all the lots in the subdivision, this right of approval shall be transferred to an Architectural Control Board of the Association. Provided, further, that the Developer may transfer its right of approval under this Declaration prior to the selling all of the lots in the

development if it so chooses. In the event the Developer or the Architectural Control Board fails to approve or disapprove any requests within sixty days after complete plans and specifications have been submitted to it, the same shall be deemed to be approved, and this article shall be deemed to have been fully complied with, provided, however, no such failure to act shall be deemed an approval in any matter specifically prohibited by any other provision of this Declaration. Refusal or approval of any such change may be made on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or the Architectural Control Board may seem sufficient. Any change in exterior appearance of any building, wall, fence, mailbox, or other structural improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval. The transfer of control shall not be mandatory on the part of the Developer if the Developer has brought another phase under the terms of this Declaration on or before the time the last lot in the other phase or phases has been sold.

## ARTICLE VII EXTERIOR MAINTENANCE, REASONABLE ACCESS AND MAINTENANCE OF COMMON AREAS

Sections 1. Exterior Maintenance. The owner shall maintain the structures and grounds on each lot at all times in a neat and attractive manner. Upon the owner's failure to do so, the Association may, at its option, after giving the owner ten days written notice sent to his last known address, or to the address of his subject premises, have the grass, weeds, shrubs, and vegetation cut when and as often as the same as is necessary in its judgment, and have dead trees, shrubs, and plants removed from such lot, and replaced, and may have any portion of a lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the work is done and the personal obligation of the then owner of such lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the owner thirty days written notice, sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the owner's failure to do so shall be immediately due and owing from the owner of the lot and shall continue an assessment against the lot on which the work was performed, collectable in a lump sum and secured by a lien against the lot as herein provided.

Section 2. Access at Reasonable Hours. For the purpose of performing its function under this or any other Article of the Declaration, and to make necessary surveys in connection therewith, the Association, its duly authorized agent and employees, or the developer during the period of development, shall have the right to enter upon any lot at reasonable hours, on any day except Sunday or holidays, upon reasonable prior notice.

Section 3. Maintenance of Common Areas. The Developer, of the Association, depending upon the responsibility as assessed under this Declaration, shall maintain common areas. However, should the Developer or the Association, decide to transfer any portion or all of the common areas to governmental authority, as it has the rights so to do, such duty to maintain same shall cease as of that portion so transferred.

Section 4. Emergency Access. There is hereby granted to the Association, its directors, officers, agents and employees and to any Manager employed by the Association as provided for in Section 5 of Article V hereof, and to all policemen, firemen, ambulance personnel and all similar emergency personnel an easement to enter upon the property or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section 4 of Article VII shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the owner or owners affected thereby. The rights granted herein to the Association includes reasonable right of entry upon any lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project.

## ARTICLE VIII GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Developer, the Association, or the owner of any land subject to this Declaration, and the irrespective legal representatives, heirs, successors, and assigns.

Section 2. Notice. Any notice required to be sent to any member or owner under the provision of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, post paid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violations or to recover damages; and failure by the Developer, Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of a right to do so thereafter. These covenants may also be enforced by the Architectural Control Board.

Section 4. 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 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens for

this Agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by owners holding not less than two thirds vote of the membership in the Association, provided that so long as the Developer is the owner of any lot affected by this Declaration the Developer's consent must be obtained. Provided, further, that the provisions for voting of Class A and Class B Members as hereinabove contained in this Declaration shall also be effective in voting changes in this Declaration.

Section 6. Amendment Prior to Sale by Developer. At any time prior to the closing to the first sale of lots by Developer, the Developer, and any mortgage holder, if any, may amend this Declaration by their mutual consent. The closing of the first sale shall mean transfer of title and delivery of a deed and not execution of contract of sale or like document.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the office of the R.M.C. for the county in which the property is located.

## ARTICLE IX ADDITIONAL MATTERS DEALING WITH PHASED DEVELOPMENT

Section 1. Voting Rights. As each phase, if any, is added to the development, the lots comprising such additional phase shall be counted for the purpose of voting rights.

Section 2. Binding Effect. This Declaration shall insure to the benefit of and be binding upon the parties hereto, and the purchasers of lots, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Developer, has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

\_\_\_\_\_

THE MUNGO COMPANY, INC.

BY: \_\_\_\_\_

\_\_\_\_\_

STATE OF SOUTH CAROLINA       )  
COUNTY OF LEXINGTON       )

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
14 DAY OF DECEMBER, 1992.

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES 1/3/96

\_\_\_\_\_  
WITNESS

#### SCHEDULE "A"

All those certain pieces, parcels or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lots 1 through 11, inclusive, Lots 14, 15, and 22, and that certain pond titled "Pond" on a Plat of Whiteford Lake Subdivision prepared by B.P. Barber & Associates, Inc. dated July 16, 1992, and recorded in the Office of the R.M.C. for Lexington County in Plat Book 254, at Page 169; reference being made to the same which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This is a portion of the property heretofore conveyed to the Grantor by deed recorded in Lexington County Deed Book 2302, at Page 310.

The parcel shown on the above plat titled "Pond" shall be a "Common Area" as defined within this Declaration, and all other parcels described above shall be "Lots" as defined above.