

GOVERNORS GRANT

PROPERTY OWNERS ASSOCIATION

111. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF SOUTH CAROLINA)
) AMENDED AND RESTATE
) DECLARATION OF COVENANTS
COUNTY OF LEXINGTON) CONDITIONS AND RESTRICTI3S

This declaration, made on the date hereinafter set forth by Governors Grant Development up, a South Carolina general partnership, comprised of Drake Development Corporation and Foxco II, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property near the City of Lexington, in the County of Lexington, State of South Carolina, as shown on a plat for Governors Grant Development Group of Phase 1A and 1B, prepared by Whitworth & Associates, Inc., recorded in the Office of the RMC (: for Lexington County in Plat Book 237, page 189 and a plat for Governors Grant Development Group of common area shown as 4.48 acres, recorded in the office of the RMC for Lexington County in Plat Book 237, page 188B.

See Exhibit "A"

NOW, THEREFORE, Declarant-- hereby declares that all of the properties described above and ii:ny other property added hereafter by Declarant shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purposes of providing common area maintenance and protecting the value and desirability of the real property as a planned development and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of Declarant.

ART: I

Definitions

Section 1. "Association" shall mean Governors Grant Community. Association, its successors and assigns. Additional Associations shall mean and refer to any other separate Association owning Common Property within the Property or any additions thereto.

Section 2. "Owner" shall mean 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 purchasers in possession.

Section 3. Property" shall mean that certain real property herein above described, and such additions thereto as may hereafter be brought within the control of this Declaration.

Section 4. "Common Area" shall mean all real property and improvements thereon owned or leased by the Association or designated by the Declarant for the common use and enjoyment of the Owners. "Limited Common Areas" shall mean common area restricted to the use of a limited number, of Owners.

Section 5. "Lot", shall mean any numbered plot of land comprising a single dwelling site and designated on any plat or survey recorded in the Office (:)E the Register of Mesne Conveyances for Lexington County, South Carolina, now or hereafter made subject to this declaration.

Section 6. "Declarant," shall mean Governors Grant Development Group, its successors and assigns.

Section 7. "By-Laws of the Association" or "By-Laws" shall mean and refer to the By-Laws- of Governors Grant Community Association.

Section 8. "Intended for Use" shall mean the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Declarant has conveyed the Property or is restricted by notes or references on recorded plats of the Property.

Section 9. "Master Plan" or "Sketch Plan" shall mean and refer to the drawing which represents the conceptual land plan for the future development of Governors Grant. Since the concept of the future development of the Undeveloped portions of Governors Grant and the Common Area is subject to

continuing revision and change at the discretion of the Declarant present and future references to the "Master Plan" shall be references to the latest revision thereof. In addition, no implied reciprocal covenants or obligation to develop shall arise with respect to lands which have been retained by the Declarant for future development. THIS DECLARATION DOES NOT DESIGNATE ANY PORTION OF THIS PROPERTY FOR ANY PARTICULAR USE, SUCH DESIGNATION TO BE MADE BY SEPARATE SUBSEQUENT DECLARATION OR BY RECORDED PLAT WITH SUCH DESIGNATION CLEARLY AND UNEQUIVOCALLY SHOWN THEREON. THE DECLARANT OR ANY OWNER SHALL NOT BE BOUND BY ANY MASTER PLAN, USE OR RESTRICTION OF USE SHOWN ON ANY MASTER PLAN, AND MAY AT ANY TIME CHANGE OR REVISE SAID MASTER PLAN OR NOT DEVELOP THE REMAINING UNDEVELOPED PROPERTY OR COMMON AREA OR AMENITIES.

Section 10. "Offensive or Noxious" activity, trade or behavior shall include but not be limited to a public nuisance or nuisance Per se and shall also include any behavior or activity which is inconsistent with both the reasonable pleasurable use of the property area by substantial number of the residents and overnight guests and their reasonable expectations of permanent habitation, working,, recreating, or enjoying sports, music, food, natural surroundings, and entertainment free of excessively noisy behavior grossly disrespecting the rights of others, flashing or excessively bright lights, racing vehicles, significantly loud radio, hi-fi, electronic music distractions, and other unreasonable behavior curtailing the reasonable pleasure and use of the facilities within the Property. Public musical or other entertainment, parades, concerts, festivals, carnivals, competitions or shows conducted under permit from the Declarant shall not constitute offensive! or noxious activity or behavior unless such permit is withdrawn 'by the Declarant, or its terms and conditions violated.

Section 11. "Architectural Review Board" shall mean and refer to that Board formed and operate in the manner described herein and in the Architectural Review Board Guidelines.

Section 12. "Assessments;" shall have the meaning specified in Article III.

Section 13. "Easement Area" shall mean that property or portion of properties described within an easement or a "Reservation of Easement" filed or to be filed for record by the Declarant; and from time to time by recorded instrument limited to or specifically reserved for the easement purposes set forth in such instruments; generally described in Article VIII, Section 1(7) hereof; and shall refer to those areas on each Lot or property with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

Section 14. "Structure" shall mean and refer to:

(a) any thing or object, trees and landscaping, the placement, size, shape, color, height and quality of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall or hedge, landscaping, well, septic system, sign, appurtenance, signboard or any temporary or permanent improvement to such Lot; and

(b) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of waters from, through, under or across any Lot or which affects or alters the flow, of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and

any change in the grade of any Lot of more than six (6) inches.

Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall take title subject to the following easements and assessments which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable assessments for operating expense, repairs and maintenance of common areas; to establish reserves for major repairs or improvements and assessments for any other common area that may be granted to or be purchased by the Association or uses budgeted by the Board; to enforce this Declaration; and to correct violations at the Owners cost, after due notice, and file liens on the lots for such cost and unpaid assessments;

(b) the right of the Association to suspend the voting rights of an Owner and to assess fines or penalties against any Lot of an Owner, as hereinafter provided.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with these Covenants and Restrictions, his right of enjoyment to the Common Area and facilities to the members of his family, or to purchasers under Contract and tenants who reside on the Lot of the Owner.

ARTICLE III

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, 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 Association: (1) annual assessments or charges, (2) special assessments for improvements and repairs and renovations and to pay operating and other expenses of the Association; such assessments to be established and collected as hereinafter provided, (3) special assessments for enforcement of the Declaration and any fines, penalties and (4) special assessments for the use of Limited Common Areas. The annual and special assessments, together with interest, 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, subject to the provisions of Section 9 of this Article III. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment came due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessment. The annual assessments levied by the Association shall be used exclusively to maintain the Common Areas, entrance ways, roadways, and other improvements and easements within the Property, for operating and other expenses of the Association, and to promote the recreation, health, safety, and welfare of the residents of the Property and for the general improvement and maintenance of the Common Areas, entrance ways, roadways, and other improvements and easements within the Property.

Section 3. Maximum Annual Assessment. From and after January 1, 1991 the annual assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of ten percent (10%) per year, or the percentage increase between the first month and the last month on an annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967-100) (hereafter C.P.I.) issued by the U.S. Department of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas" whichever of these two percentage figures is larger. If two-thirds (2/3) of the votes at a duly called meeting of the Association are to increase said annual assessment by a greater amount. The Board may increase the Annual Assessment by such amount. In the event that the C. P. I. referred to above shall be discontinued, there shall be used the most similar index

published by the United States Government that may be procured indicating changes in the cost of living. The Board may decrease the annual assessment, if it does not need the funds.

In the event the Board does not increase the annual assessment in a given year, or increase it in an amount less than that which is authorized by this Section 3, or decreases the annual assessment the Board shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised authority to increase said assessment but any application of same may only be given prospective application.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any maintenance, construction, reconstruction, repair or replacement of the Common Area, entranceways, roadways and other improvements and easements within the Property and to pay the operating and other expenses of the Association.

Section 5. Special Assessments for Violations. In addition to the assessments set out above, the Association, upon recommendation by the ARB, shall levy special assessments for fines for violations of this Declaration or the Architectural Review Board Guidelines or the cost of correcting such violations after written notice of the violations to the owner and hearing before the ARB at which the Owner shall have the opportunity to present a defense.

Section 6. Rate of Collection. Annual assessments shall be collected in advance as directed by the Board and special assessments shall be collected as directed by the Board.

Section 7. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the sixth month following the conveyance of the first Lot in the Property. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Lot Owner. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. However, the Board may waive or reduce annual assessments or special assessments during the construction of the improvements on the Lot. In lieu of paying assessments Declarant may pay any deficits in the cost of operating the Association.

Section B. Effect of Non-Payment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge in an amount which shall be determined by the Board of Directors, and thereafter shall bear interest from the due date at one and one half (1 1/2%) percent per month. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. No Owner may waive or otherwise deny liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Owner shall be liable for all costs of collection including attorney's fees and late charges as set by the Board from time to time.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which shall have become due prior to

such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from a lien which results therefrom.

ARTICLE IV

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. However, so long as the Declarant owns one Lot, Declarant shall have one more vote than the -total of the other Lot Owners.

ARTICLE V

Board of Directors

Section 1. Board of Directors. The affairs of the Association shall be managed by a Board of Directors composed initially of three (3) individuals who need not be members of the Association. The Board of Directors may increase or decrease its size as it sees fit. Provided, -there shall be no less than three (3) members. The election of the Board shall be as set out in the By-laws of the Association.

Section 2. Meetings. Meetings of the Board shall be as set out in the Association's By-Laws.

ARTICLE VI

Architectural Review Board (ARB)

Section 1. Purpose, Powers and Duties of the Architectural Review Board (ARB). The purpose of the ARB is to assure that all proposed uses and any construction or alteration of any Structure (see Article 1, Section 14 for definitions) which takes place on any Lot or any other Property shall be performed in conformity with the objective of high quality environmental design and development as set forth in this Declaration or by the ARB Guidelines. To carry out that purpose, the ARB shall have the right pursuant to the provisions of this Article VI to approve, any and all proposed uses, site plans and Structures to be constructed on the property, including proposed uses, site plans and Structures for Common Areas, except that the ARB shall not have the right, without the approval of the Declarant (so long as Declarant owns a Lot), to disapprove a use of a Lot which is within the use category designated for such Lot by the Declarant pursuant to Article VIII. It shall also have the right to approve or disapprove any and all proposed external alterations or use changes for Lots or Structures including Common Areas. The ARB will not do anything, however,, which would prevent the Declarant from fulfilling its obligations hereunder.

Section 2. Objectives. Architectural and Design review shall be directed towards attaining the following objectives:

- (1) preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation -which could cause disruption of natural water courses or scar natural land forms;
- (2) ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lots and Structures and with surrounding Lots, and Structures and does not unnecessarily block scenic views from existing Structures or tend to dominate any general development or natural landscape;
- (3) ensuring. that the -architectural design and structures and their materials and colors are visually harmonious with Governors Grant overall appearance, history and cultural heritage, with surrounding

development, with natural land forms and native vegetations, and with development plans officially approved by the Declarant, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located;

- (4) ensuring the plans for landscaping provide visually pleasing settings for Structures on the same Lot and on adjoining or nearby Lots, and blend harmoniously with the natural landscape;
- (5) ensuring that any development, Structure, building or landscaping of the Lots and Common Areas complies with the provisions of these Covenants;
- (6) determining the location of driveways and other improvements.

Section 3., Architectural Review Board.

(1) The Declarant shall establish an Architectural Review Board (such board hereinafter referred to as the "ARB") which shall consist of three (3) or more members. The three (3) members shall be appointed by the Declarant until such time as the Declarant, in its sole discretion, transfers control of the ARB functions to the Association. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Declarant. Any member appointed by the Declarant may be removed with or without cause by the Declarant at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former members. When control of the ARB functions is transferred to the Association, members of the ARB shall be elected by the Board of Directors of the Association,, the Board of Directors and any member so elected may resign or be removed by the Board in the same manner as provided in the By-Laws of the Association for the resignation and removal of officers of the Board.

(2) The ARB shall select its own Chairman and he, or in his absence, the Vice-Chairman, shall be the presiding officer of its meetings. All meetings shall be held upon call of the Chairman; all meetings shall be held at -such place and time as may be designated by the Chairman. Two (2) members shall constitute a quorum for the transaction of business, provided a n3.mum of two (2) members appointed by the Declarant shall be present in order to have a quorum prior to transfer of control of the ARB by the Association. The affirmative vote of a majority of the members of the ARB present at the meeting at which there is a quorum shall constitute the action of the ARB on any matter before it. The ARB shall operate in accordance with its own rules of procedure and guidelines which shall be filed with the Association and maintained in the records of the Association. The ARB may split itself into panels of two (2) or more members or appoint committees which shall act in its behalf and perform duties delegated to them by the ARB.

(3) The ARB is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, and/or attorneys and other professional consultants as it determines necessary, to advise and assist the ARB in performing the functions here in prescribed.

(4) The ARB may adopt, promulgate, amend, revoke and enforce guidelines by directing the Board to take action thereon, hereafter referred to as the ARB Guidelines, for the purposes of:

- (a).- Governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions hereof;
- (b) governing the procedure for such submission of plans and specifications;

- (c) establishing policies with respect to the approval and disapproval of all proposed uses and all construction or alteration of any Structure on any Lot,, Comon Area, roads, or entrance ways;
 - (d) establishing the location of driveways on all Lots; and
 - (e) approving all builders, architects and residential designers, etc. for the subdivision.
- (5) The ARB will make a published copy of its current ARB Guidelines readily available to Members and prospective Members of the Association upon request.
- (6) The Board of Directors shall enforce the decisions of the ARB.

Section 4. Transfer of Architectural Review Authority. Upon the sale of one hundred percent (100%) of the sites for the maximum permitted Lots or dwelling units within the existing Property,, or,, if additions are made to the existing Property, then upon sale of one hundred percent .(100%) of the sites for the maximum permitted Lots or dwelling units within the Property, as so expanded, the Declarant shall, by filing a supplementary declaration of covenants and conditions with the Register of Mesne Conveyances, transfer the above-described review authority to a permanent ARB which, subject to the covenants and conditions within the aforesaid supplemental declaration, shall be under the control of the Association. This Section does not obligate the Declarant to make such transfer at any particular, time; provided, however, that such transfer must be made no later than one (1) year after sale of the last dwelling unit or Lot, as to all portions of the Property shown on recorded plats where one hundred percent (100%) of the sites for the permitted Lots or dwelling units have been sold to third parties. The Declarant may during transition of control allow the Association's Board to elect one or more members to the ARB provided that such members have the professional qualifications established by the Declarant.

Section 5. Review of Approval of Plans for Additions, Alterations or Changes to Structures and Landscaping. No Structure, building, wall, -fence, sign, mail box, trash containers, swimming pool, tennis court, roof, color and composition of roof, siding and other exterior materials and finishes, exterior light, landscaping or other Structure or improvement of any kind shall be commenced, erected, or maintained upon any Residential Lot, or upon the exterior of any dwelling unit, or upon any recreational tract, or upon the Common Areas or Restricted Common Areas, nor shall any landscaping be done, maintained, nor shall any addition to any existing building or Structure or alteration or change therein be made or maintained until the proposed building plans, specifications (including height, shape, type, nature, color and composition of roof, siding or other exterior materials and finish), plot plan (showing the location of such building or structure, and other items listed herein above, drives and parking area), landscape plan, and construction schedule, as required by the ARB, shall have been submitted to and approved by the Review ARB.

Any alteration of the structures or of the plans and specifications, changes or deviations from the approved plans and specifications during construction or of the completed structure must also be submitted to the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original Structures

Section 6. Approval Not a Guarantee or Representation of Proper Design or Good Workmanship. No approval of plans, location or specifications, and no publication or architectural standards bulletins shall ever by construed as representing or implying that such plans, standards or specifications, will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner or comply with any governmental regulations or permit which are the responsibility of the Lot Owners. Neither the Declarant nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under this Declaration nor for any

defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with approved plans and does hereby, by acceptance of title to property or Lot subject to this Declaration, agree to hold the ARB and the Declarant harmless for any failure thereof caused by the Owner's architect or builder. The ARB has the right to prohibit the Owner's builder and/or general contractor from going to or upon the site in the event it is determined that failure to comply with approved plans is intentional or due to gross negligence under the above mentioned circumstances. The Owner hereby agrees that the exercise of these rights shall not constitute a denial of Owner's property rights and shall not give rise to a cause of action for damages by the owner.

ARTICLE VII

General Provisions

Section 1. Enforcement. The Association 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 or the ARB Guidelines. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Books and Records. The books and records of the Association shall be kept by the Association and always available for inspection by any member of the Association at a reasonable time.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by at least eighty (80%) percent of the Lot Owners during the initial thirty (3) year period or thereafter by a vote of at least eighty (80%) percent of the Lot owners, provided each Lot owner shall have one (1) vote for each Lot owned. Any amendment must be recorded. Declarant reserves the right to amend this instrument at any time, without the vote of or consent of the Lot Owners provided, however, that no amendment shall serve to change the character of the properties which have been restricted from that of a residential development. Provided, further, Declarant reserves the right to amend this Declaration as it shall determine in its sole discretion, from time to time, without a vote of or consent of the Lot Owners to amend the Declaration to correct scrivener's errors or to conform, with the requirements of the VA, FHA, FHLMC, FNMA, State Housing Authority or other insurers, makers or purchasers of mortgage loans.

Section 5. Annexation. Declarant reserves the right to dedicate or deed additional common areas to this Association, provided at the time of such dedication or conveyance, said properties shall be free and clear of all liens and encumbrances other than reasonable and normal restrictions or easements. In addition, additional residential property and common areas may be annexed to the properties by the Declarant, from time to time, without the consent of the members of the Association.

ARTICLE VIII

Covenants and Restrictions

Section 1. Single-Family Restrictions. In addition to any other restrictions or conditions set out in this Declaration, for the purpose of protecting said Property as a residential development, the undersigned does hereby impose upon Parcel 2 of said Property, the following conditions and restrictions:

1. No Structure shall be erected or maintained without approval of ARB on any Lot other than one (1) single family dwelling and one (2) detached or attached garage of similar design, including servants' quarters,, if desired; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of one single family.

2. No Lot shall be subdivided into two or more Lots, nor shall any portion of any Lot be sold, conveyed, or leased except to an adjoining Lot Owner; provided, however, that this shall not prevent the Declarant --from modifying or changing the Lot lines or sizes or the number of Lots.
3. No Noxious or Offensive trade, behavior 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.
4. No Structure of any kind whatsoever shall be erected, placed or altered on the said Lots until the building plans, specifications and design have been approved by the ARB, its successors, or assigns, or its designated nominee.
5. No Structure of temporary character, trailer, tent, shack, barn or other out-building shall be used on said Lot either temporarily or permanently, except as provided herein above.
6. No livestock, poultry-or other animals shall be kept on said Lot except household pets, which pets shall not be used or bred for commercial purposes.
7. Perpetual easements for drainage, for the installation and maintenance of gas, electricity, telephone, water, sewer and other utilities are reserved as shown on said plat, and where not reserved on said plat a perpetual easement five (5') feet, more or less in width is hereby reserved along the side lines of each Lot and twelve (12') feet, more or less, in width along the front and rear of each Lot as shown on said plat.
8. All individual wells and sewerage disposal systems shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Lexington County Board of Environmental Health. Approval of such system shall be obtained from such Board of Environmental, Health. The location of the well and sewage disposal system on each Lot shall be approved by the ARB and the Lexington County Board of Environmental Health. Landscaping shall be installed to screen and beautify any well systems or electric transformers or underground power.
9. No abandoned or inoperative vehicles, nor any commercial vehicles, school buses, or equipment, may be stored, placed, or garaged on any Lot. No parking shall be allowed on any street without complying with the ARB Guidelines.
10. It is understood and agreed between the parties hereto that the herein above described property is sold "as is" and Declarant shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of any streets dedicated to Lexington County after said streets have been dedicated to the County. Where drainage easements appear on said plat, the Owner(s) of those Lots affected agree to maintain in a satisfactory and sanitary manner those easements and-shall in no way alter or otherwise hinder the proper removal of surf ace water. Owner(s) shall provide the driveway . piping, if necessary, at his driveway location.
11. No clothesline, exposed garbage containers or other visual objects or vehicles are to be erected or used on the property where they may be easily seen from any other Lot or public road.
12. No satellite antenna or satellite dish shall be placed on the property except in the rear of the property and it shall be adequately- screen from View of others with shrubbery and only upon approval of the ARB.
13. No sign shall be erected on said Lot or posted on any building except upon approval of ARB.
14. No concrete block shal.1 be exposed above grade which is visible on the exterior of any Structure nor shall any structure be constructed of asbestos shingles.
15. It is understood and agreed that South Carolina Electric and Gas Company will be providing street lights for the subdivision and each resident will be assessed a proportional monthly charge for said street lights, as provided for by South Carolina Public Service Commission.
16. No commercial activity shall be conducted or carried on, on any Lot, except home occupations which have been approved by the Board and subject to such restrictions as the Board shall establish.

prepared for Governors Grant Development Group dated May 16, 1990 by Whitworth & Associates, Inc., and recorded herewith in the Office of the RMC for Lexington County in Plat Book 237 at page 188B. Said tract being bounded and measuring as follows: On the Northeast by Old Chapin Road S-32-52, whereon it fronts and measures in a curved, line a chord distance of 80.00 feet, and in a straight line a distance of 582.51 feet; on the Southeast by property designated' on -said plat as being now or 'formerly of Ray Bickley, whereon it measures a straight line distance of 9.92 feet, then a straight line distance of 415-08 feet; on the Southwest by property designated on said plat as being now or formerly of Governors Grant Development Group, whereon it measures a straight line distance of 370.00 feet; on the West by property designated on said plat as being now or formerly of Governors Grant Development Group, whereon it measures a straight line distance of 160.00 feet, then a straight line distance of 240-00 feet; - and on the Northwest by property designated on said plat as being now or formerly of Governors Grant Development Group, whereon it measures a straight line distance of 160.00 feet. all measurements a little more or less.

This being a portion of the property conveyed to Governors Grant Development Group by deed of Foxco I, Inc. being recorded herewith.

Parcel 2

All those certain pieces, parcels, or tracts. of land, together with improvements thereon, situate, lying and being near the Town of Lexington, County of Lexington, State of South Carolina, being shown and delineated as Phase I A (10.39 acres) and 1 B (30.42 acres), on a Boundary Plat prepared f or Governors Grant Development Group by Whitworth & Associites, Inc., dated July 3, 1990, and recorded herewith in the Office of the Lexington County in Plat Book 237 at page 189; said tracts of land being bounded and measuring as follows: On the Northeast by Old Chapin Road S-32-52, whereon it fronts and measures, a distance of 960.11 feet; on the South by property designated on said plat as being now or formerly of Governors Grant Development Group, whereon it measures in a broken line. a total distance of 3064.44 feet; on the Southwest by Property' designated on said plat as being now or formerly of Governors Grant Development Group, whereon it measures in a broken line a total. distance of 543.22 feet; on the Northwest by property designated on said plat as being now or formerly of Governors Grant Development Group, whereon it measures in-& broken line a total distance of 1597.49 feet; on the North by property now or formerly of Mary W. Hendrix, whereon it measures in a broken line a total distance of --1439.51 feet; and on the Northwest again by property now or formerly of Mary W. Hendrix, whereon it measures in a straight line a distance of 1199.99 feet. Be all measurements a little more or less.

Parcel 2 is also shown as Lots 1 through 5, Phase 1 A, Block ".B"; Lots 6 through 14, Phase 1 B, Block "B"; Lots 1 and 2, Phase 1 A, Block "A"; Lots 3 through 18, Phase I B, Block "A", Lots 1 through 4, Phase I B, Block "C"; Lot 11, Phase 1 B, Block "D"; and Lot 5, Phase 1 B, Block "E"; on a Bonded Subdivision Plat of Governors Grant Phase I A & B prepared by Whitworth & Associates, Inc. dated June 26, 1990, and last revised June 28, 1990 and recorded herewith.

This being a portion of the property conveyed to Foxco 1, Inc. by deeds of John L. Fox, et al. recorded herewith.

STATE OF SOUTH CAROLINA)
 COUNTY OF LEXINGTON)

FIRST AMENDMENT TO THE AMENDED
 AND RESTATED DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS OF
 GOVERNORS GRANT RECORDED IN BOOK 1628 AT PAGE 290
 ON MARCH 14, 1991

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant Development Group, a South Carolina general partnership, comprised of Drake Development Corporation and Foxco II, Inc., hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a plat for Governors Grant Development Group of Phase 1C prepared by Whitworth & Associates, Inc., recorded in the Office of the RMC for Lexington County in Plat Book 254 at Page 137., and

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290; and

WHEREAS, the Declarant desires to further restrict phase 1C so as to require that one year from the date of this Amendment that all of the houses constructed on Lots in Phase 1C shall be constructed with brick veneer.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. No dwelling shall be erected or maintained on any lot in Phase 1C of Governors Grant Subdivision for one year from the date of this amendment unless such structure shall be constructed with brick veneer exterior. This restriction shall be in addition to any other restriction placed upon said properties in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant and shall be in addition to any other requirements of the ARB for approval of construction on the lots in Phase 1C. This restriction shall not apply to the lots in Phases I-A and I-B and it may be terminated at any time by Declarant.

IN WITNESS WHEREOF, the Declarant hereto, has by its duly authorized officers set its hand and seal this 14 day of October, 1992.

GOVERNORS GRANT DEVELOPMENT GROUP
(a South Carolina general partnership)

By: Drake Development Corporation the Managing General Partner

By: _____
W. Russell Drake
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Declarant by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

Sworn to before me this 14
of October, 1992.

_____(L. S.)
My Commission Expires.

BK 2 3 2 3 PG 2 6 9

EXHIBIT "A"

(To First Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being along Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, located east of Phases 1-A and 1-B of Governors Grant Subdivision, being shown as 20.75 acres on a Boundary Survey for Governors Grant Development Group prepared by Whitworth & Associates, Inc., dated September 6, 1992, and recorded on September 21, 1992 in Plat Book 1628 at page 290, and having such metes, bounds, courses and distances as shown on said plat.

STATE OF SOUTH CAROLINA) SECOND AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF
COUNTY OF LEXINGTON) COVENANTS, CONDITIONS AND RESTRICTIONS OF
GOVERNORS GRANT RECORDED IN BOOK 1628 AT PAGE
290 ON MARCH 14, 1991.

This Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant Development Group, a South Carolina general partnership, comprised of Drake Development Corporation and Foxco II, Inc., hereinafter referred to as "Declarant " .

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South-Carolina, as shown on a plat for Governors Grant Development Group of Phase 1C prepared by Whitworth & Associates, Inc., recorded in the Office of the RMC for Lexington County in Plat Book 254 at Page 137; and

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290; and

WHEREAS, the Declarant desires to further restrict Phase II-A so as to require that the Purchasers of lots will be co-permittees under and bound by the Storm Water pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC) , under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall

not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers set its hand and seal this 3 day of June, 1993.

GOVERNORS GRANT DEVELOPMENT GROUP
(a South Carolina general partnership)

By: Drake Development corporation II the Managing General Partner

By : _____
W. Russell Drake

Its: President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Declarant by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

Sworn to before me this 3
day of June 1993.

_____(L.S.)
Notary Public for South Carolina

My Commission Expires:.

EXHIBIT "A"

(To Second Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being along Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and designated as phase II-A, Governors Grant Subdivision, containing twenty (20) lots, located south of Phases 1-A, 1-B and 1-C of Governors Grant Subdivision, being shown on a Bonded Plat, Phase II-A for Governors Grant Development Group prepared by Manis Design Management, Inc., dated May 20, 1993 and recorded on June 14, 1993, in Plat Book 261 at page 93, and having such metes, bounds, courses and distances as shown .on said plat.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

THIRD AMENDMENT TO THE AMENDED
AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF GOVERNORS GRANT
RECORDED IN BOOK 1628 AT PAGE 290 ON
MARCH 14, 1991

This Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant Development Group, a South Carolina general partnership, comprised of Drake Development Corporation and Foxco II, Inc., hereinafter referred to as "Declarant" .

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a Bonded plat for Governors Grant Development Group of Governors Grant Phase II-B prepared by Manis Design Management, Inc., dated October 20, 1993, and recorded.. in the Office of the RMC for Lexington County in Plat Book 265 at Page 3; and

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290; and

WHEREAS, the Declarant desires to further restrict Phase II-B so as to require that the Purchasers of lots will be co-permittees under and bound by the Storm Water Pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions of the Storm Water pollution Prevention plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall

not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers set its hand and seal this ~ day of November, 1993. /

GOVERNORS GRANT DEVELOPMENT GROUP
(a South Carolina general partnership)

By: Drake Development Corporation II the Managing
General Partner

BY: _____
W. Russell Drake

Its: President

STATE OF SOUTH CAROLINA
PROBATE
COUNTY OF RICHLAND

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Declarant by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other .witness witnessed the execution thereof.

Sworn to before me this 9
Day of November, 1993.

_____ (L . S .)
Notary Pubic for South Carolina

My Commission Expires : _____

EXHIBIT "A"

(To Third Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being along Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and designated as Phase II-B, Governors Grant Subdivision, containing seventeen (17) lots, located south of Phases 1-A, 1-B and 1-C of Governors Grant Subdivision, being shown on a Bonded plat prepared for Governors Grant Development Group by Manis Design Management, Inc., dated October 20, 1993, and recorded on November 11, 1993, in Plat Book 265 at page 3 , and having such metes, bounds, courses and distances as shown on said plat.

STATE OF SOUTH CAROLINA) FOURTH AMENDMENT TO THE AMENDED
AND RESTATED DECLARATION OF
COUNTY OF LEXINGTON) COVENANTS, CONDITIONS AND
RESTRICTIONS OF GOVERNORS GRANT
RECORDED IN BOOK 1628 AT PAGE 290
ON MARCH 14, 1991

Fourth amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant Development Group, a South Carolina general partnership, comprised of Drake Development Corporation and Foxco II, Inc., hereinafter referred to as "Declarant" .

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a Bonded Plat for Governors Grant Development Group of Governors Grant Phase II-C prepared by Manis Design Management, Inc., dated December 1, 1993, and recorded in the Office of the RMC for Lexington County in Plat Book 265 at page 120: AND

WHEREAS, the Declarant desires to subject such prop o/the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290; and

WHEREAS, the Declarant desires to further restrict Phase II-C so as to require that the Purchasers of lots will be co-permittees under and bound by the Storm Water Pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions of the Storm Water Pollution Prevention plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department

Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

IN WITNESS WHEREOF, the Declarant hereto has ~Ij its duly authorized officers set its hand and seal this 29th day of December, 1993.

GOVERNORS GRANT DEVELOPMENT GROUP
(a South Carolina general partnership)

By: Drake Development Corporation II the Managing
General Partner

By: _____
W. Russell Drake

Its: President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Declarant by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

Sworn to before me this 29th December: 1993.

_____ (L . s .)
Notary Public for South Carolina

My Commission Expires : _____

EXHIBIT "A"

(To Fourth Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being along Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and designated as Phase II-C, Governors Grant Subdivision, containing eighteen (18) lots, located south of Phases I-A, I-B and I-C of Governors Grant Subdivision, being shown on a Bonded Plat prepared for Governors Grant Development Group by Manis Design Management, Inc., dated December 1, 1993, and recorded on December 29, 1993, in Plat Book 265 at page 120, and having such metes, bounds, courses and distances as shown on said plat.

STATE OF SOUTH CAROLINA) FIFTH AMENDMENT TO THE AMENDED
) AND RESTATED DECLARATION OF
COUNTY OF LEXINGTON) COVENANTS, CONDITIONS AND
RESTRICTIONS OF GOVERNORS GRANT
RECORDED IN BOOK 1628 AT PAGE 290
ON MARCH 14, 1991

This Fifth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant Development Group, a South Carolina general partnership, comprised of Drake Development Corporation and Foxco II, Inc. , hereinafter referred to as "Declarant " .

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a Bonded Plat for Governors Grant Development Group of Governors Grant Phase III-A prepared by Manis Design Management, Inc., dated May 18, 1994, and recorded in the Office of the RMC for Lexington County in Plat Book 33 . at Page 1; and

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290; and

WHEREAS, the Declarant desires to further restrict Phase III-A so as to require that the Purchasers of lots will be co-permittees under and bound by the Storm Water Pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having-any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant, Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant, AB a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP, The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met" The Lot Owner shall

not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities,

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers set its hand and seal this 19th day of May, 1994,

GOVERNORS GRANT DEVELOPMENT GROUP
(a South Carolina general partnership)

BY: Drake Development Corporation II
the Managing General Partner

By: _____
W, Russell Drake
Its: President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Declarant by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

Sworn to before me this 19th
day of May, 1994.

_____(L,S.)
Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT "A" (To Fifth Amendment to Amended and Restated Declaration)
PARCEL 1

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being east of Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and South of Phases 1-A and 1-B of Governors Grant Subdivision, being shown as 22.672 acres on a Boundary Plat of Governors Grant Phase III-A prepared for Governors Grant Development Group by Manis Design Management, Inc., dated April 29, 1994, and recorded on May 13, 1994, in Slide 25 at page 9, and having such metes, bounds, courses and distances as shown on said plat.

PARCEL 2 TMS# 3300-04-006 (portion of)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being at the western corner of the intersection of Old Chapin Road (S.C. Road S 32-53) and Oak Haven Drive, near the Town of Lexington in the County of Lexington, State of South Carolina, and South of Phases 1-A and 1B of Governors Grant Subdivision, being shown as 2.243 acres on a Plat prepared for Foxco I, Inc. by Manis Design Management, Inc., dated April 29, 1994, and recorded on May 19, 1994, in Slide 27 at page 6, and having such metes, bounds, courses and distances as shown on said plat.

TMS# 3300-04-006 (portion of)

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) SIXTH AMENDMENT TO THE AMENDED
 AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF RESTRICTIONS OF GOVERNORS
GRANT RECORDED IN BOOK 1628 AT PAGE 290
MARCH 14, 1991

This Sixth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant Development Group, a South Carolina general partnership, comprised of Drake Development Corporation and Foxco II, Inc., hereinafter referred to as "Declarant" .

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a Boundary plat for Governors Grant Development Group of Governors Grant Phase III-B prepared by Manis Design Management, Inc., dated September 16, 1994, and recorded in the Office of the RMC for Lexington County in Plat Book/Slide 54 at Page 3 ; and

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 190; and

WHEREAS, the Declarant desires to further restrict Phase III-B so as to require that the Purchasers of lots will be co-permittees under and bound by the Storm Water Pollution Prevention plan for Governors Grant. NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows :

1. The Lot Owners accept the terms and conditions of the Storm water Pollution Prevention plan (SWPPP) as required by the general National pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) SEVENTH AMENDMENT TO THE AMENDED
 AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF GOVERNORS GRANT RECORDED
IN BOOK 1628 AT PAGE 290 ON MARCH 14, 1991

This Seventh Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by- Governors Grant Development Group, a South Carolina general partnership, comprised of Drake Development Corporation II and Foxco II, Inc., hereinafter referred to as "Declarant" .

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a Boundary Plat for Governors Grant Development Group of Governors Grant Phases III-C and III-D prepared by Manis Design Management, Inc., dated May 3, 1995, and recorded in the Office of the RMC for Lexington County in Plat Book at page and

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290 and

WHEREAS, the Declarant desires to further restrict Phase III-C and III-D so as to require that the purchasers of lots will be co-permittees under and bound by the Storm Water pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 1290 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions of the Storm Water pollution Prevention Plan (SWPPP) as required by the general National pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall

not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers set its hand and seal this 8th day of May, 1995. .

GOVERNORS GRANT DEVELOPMENT GROUP

(a South Carolina general partnership)

By: Drake Development Corporation II
the Managing General Partner

By: _____
W. Russell Drake

Its: President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Declarant by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness Witnessed the execution thereof.

Sworn to before me this 8
day of May, 1995.

_____(L.S.)
Not Public for South Carolina
My Commission Expires :

EXHIBIT "A"

(TO Seventh Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being east of Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and South of Phase III-A and Phase III-B of Governors Grant Subdivision, being shown as a total of 39.594 acres (17.241 acres designated as Phase III-C and 22.353 acres designated as Phase III-D) on a Boundary plat of Governors Grant Phases III-C and III-D prepared for Governors Grant Development Group by Manis Design Management, Inc., dated May 3, 1995, to be recorded, and having such metes, bounds, courses and distances as shown on said plat.

TMS# 3300-04-006 (portion of)

STATE OF SOUTH CAROLINA) EIGHTH AMENDMENT TO THE AMENDED
) AND RESTATED DECLARATION OF
COUNTY LEXINGTON COUNTY) OF COVENANTS, CONDITIONS AND .
RESTRICTIONS OF GOVERNORS GRANT
RECORDED IN BOOK 1628 AT PAGE 290
ON MARCH 14, 1991

This Eighth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant Development Group, a South Carolina general partnership, comprised of Drake Development & Realty .Co. formerly known as Drake Development Corporation II and Foxco II, Inc., hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a Boundary Plat for Governors Grant Development Group of Governors Grant Phase I-D prepared by Manis Design Management, Inc., dated October 1, 1996, and re~orded in the Office of the RMC for Lexington County in Plat Book _____ at Page _____ and

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said ~mended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290 and

WHEREAS, the Declarant desires to further restrict Phase I-D so as to require that the Purchasers of lots will be co-permittees under and bound by the Storm Water Pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or

combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities. The Lot Owners/co-permittees by acceptance of the deed to a Lot agree to indemnify and hold harmless the Declarant from any fines or penalties assessed by DHEC or any damages or costs Declarant incurs, including but not limited to, attorney's fees and engineering costs, as a result of the Lot Owner's failure to comply with the SWPPP or any permits issued by DHEC related to the storm water run off.

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers set its hand and seal this 20th, day of November, 1996.

GOVERNORS GRANT DEVELOPMENT GROUP
(a South Carolina general partnership)

By: Drake Development & Realty Co.
the Managing General Partner

By: _____
W Russell Drake Its: President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Declarant by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

Sworn to before me this 20th
day of November, 1996.

_____(L.S.)
Notary Public for South Carolina
My Commission Expires:_____

EXHIBIT "A"

(To Eighth Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being east of Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and Northwest of Phase III-B of Governors Grant Subdivision, being shown as 1.2.551 acres net (13.753 ac gross - 1.202 ac in cemeteries) on a Boundary Plat of. Governors Grant Phases I-D prepared for Governors Grant Development Group by Manis Design Management, Inc., dated October 1, 1996, to be recorded, and having such metes, bounds, courses and distances as shown on said plat.

TMS# 3300-04-006 (portion of) . DERIVATION: RECORD BK 3955 PAGE 150

STATE OF SOUTH)	NINTH AMENDMENT TO THE AMENDED
)	AND RESTATED DECLARATION OF
COUNTY OF LEXINGTON)	COVENANTS, CONDITIONS AND
		RESTRICTIONS OF GOVERNORS GRANT
		RECORDED IN BOOK 1628. AT PAGE 290
		ON MARCH 14,1991

This Ninth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant LLC, a South Carolina Limited Liability company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the Owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a Boundary Plat for Governors Grant Development Group of Governors Grant Phase V -A prepared by Manis Design Management, Inc., dated December 16, 1997, and recorded in the Office of the RMC for Lexington County in Plat Book at Page; and

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628. at page 290; and

WHEREAS, the Declarant desires to further restrict Phase V -A so as to require that the purchasers of lots will be co-permittees under and bound by the Storm Water pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1928. at page 290 said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant being recorded in Record Book 1786 at Page 094 and re-recorded in Record Book 1929 at Page 176 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions- of the Storm Water pollution Prevention plan (SWPPP) as required by the general National pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) TENTH AMENDMENT TO THE AMENDED
 AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF GOVERNORS GRANT
RECORDED IN BOOK 1628 AT PAGE 290 ON M/MARCH
14, 1991

This Tenth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant LLC, a South Carolina limited Liability Company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the Owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on its Boundary plat for Governors Grant Development Group of Governors Grant Phase V-B prepared by Manis Design Management, Inc., dated October 20, 1998, and recorded in the office of the RMC for Lexington County in slide 425 at Page 2; and.

WHEREAS, the Declarant desires to subject such property to the Easements, Restrictions, Covenants, and Conditions which are set out in said , Amended and Restated Declaration of Covenants, Conditions and Restrictions or Governors Grant recorded in said RMC Office in Book 1628 at page 290; and

WHEREAS, the Declarant desires to further restrict Phase V-B so as to require that the Purchasers of lots will be co-permittees under and bound by the Strom Water Pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290, said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant being recorded in Record Book 1786 at Page 094 and re-recorded in Record Book 1929 at Page 176, and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot owner shall

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF GOVERNORS GRANT
RECORDED IN BOOK 1628 AT PAGE 290
ON MARCH 14, 1991

This Tenth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant LLC, a South Carolina Limited Liability Company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a Boundary Plat for Governors Grant Development Group of Governors Grant Phase V-C prepared by Manis Design Management, Inc., dated April 25, 2001, and recorded in the Office of the RMC for Lexington County in Rec. Book 6340 at Page 149; and Also see slide 613 pg. 5.

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290; and

WHEREAS, the Declarant desires to further restrict Phase V -B so as to require that the Purchasers of lots will be co-permittees under and bound by the Storm Water Pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant being recorded in Record Book 1786 at Page 094 and re-recorded in Record Book 1929 at Page 176 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions of the Storm Water Pollution

Prevention Plan (SWPPP) as required by the general National pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner

also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers set its hand and seal this 30 day of April, 2001.

GOVERNORS GRANT LLC

By: _____
W. Russell Drake It's Manager

COUNTY OF RICHLAND)
)
STATE OF SOUTH CAROLINA)

PERSONALLY appeared before me the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named Declarant sign, seal and as Declarant's act and - deed deliver the within written Declaration, and that (s)he with the other witness subscribing above witnessed the execution thereof.

SWORN to before me this
30th day of April, 2001

Notary Public for South Carolina

My Commission Expires: _____

EXHIBIT "A"

(To Tenth Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being east of Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington the County of Lexington, State of South Carolina, and Northwest of Phase I-C of Governors Grant Subdivision, being shown as a total of 25.187 acres on a Boundary Plat of Governors Grant Phase V-C prepared by Manis Design Management, Inc., dated April 25, 2001, recorded herewith in Plat Book at Page -, and having such metes, bounds, courses and distances as shown on said plat.

TMS# 3300-04-006 (portion of)