

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
PALMETTO AIR PLANTATION
CLARENDON COUNTY, SOUTH CAROLINA**

This Declaration of Covenants, Conditions and Restrictions is made this 11th day of July, 2001 by MidEastern Truckwash, Inc., a South Carolina Corporation hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is the owner of a track of land located south of the right of way of U.S. Highway 301 between the City of Manning and Interstate Highway 95. The property contains approximately 45 lots, private access roads, FAA approved run-way measuring approximately 150 feet by 3,720 feet and 45 residential lots being a portion of Clarendon County Tax Map Parcel No. 223-00-02-005, all of which shall be reflected on a plat of the sub-division prepared by Duvalle W. Elliott. The Declarant's purpose is to develop a community for aviation enthusiast that promotes peaceful living, protects investments and provides the use of a private one-way gated entrance and Common Areas for the benefit all Owners.

WHEREAS, the Declarant desires to insure the values and amenities in said development, to prevent future impairment thereof, and to provide for the maintenance of all Common Areas, by subjecting the real property contained in the subdivision together with any additions to said property to the covenants, restrictions, easement, charges, and liens hereinafter set forth each of which is and are for the benefit of the property of each of the Owners.

WHEREAS, the Declarant deems it desirable for the efficient preservation of the values and amenities in said development to create an Owners Association that will be delegated the powers of maintaining and administrating the development properties and facilities and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created by incorporating a non-profit corporation under the laws of the State of South Carolina entitled Palmetto Air Plantation Property Owners Association, Inc.

NOW THEREFORE, the Declarant does hereby declare that all of the property shown as lots 1 through 45, ponds, airstrip, roadways and rights-of-way on a subdivision plat to be prepared by Duvalle W. Elliott and recorded in the Office of the RMC for Clarendon County, including Lot 19 of said sub-division as reflected

on a plat made by Duvalle W. Elliott, dated March 30, 2001, recorded in the Office of the Clerk of Court for Clarendon County, in Plat Book S0050 at Page 571 and shall be held, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements and declarations that shall run with real property and be binding on all parties owning any right, title and interests in said real property or part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

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ARTICLE I

Definitions

Section 1.1 **Adjoining Land** shall mean and refer to land contiguous with the Property, whether or not owned by Declarant, which is or may be made subject to this Declaration.

Section 1.2 **Annexation** shall mean and refer to the process by which any portion of the Expansion Property or Adjoining Land are made subject to this Declaration.

Section 1.3 **Architectural Control Committee (ACC)** shall mean and refer to a committee formed to maintain the quality and architectural harmony of improvements to the Development.

Section 1.4 **Architectural Guidelines** shall mean and refer to the guidelines and rules established and supplemented from time to time by the Architectural Control Committee.

Section 1.5 **Articles or Articles of Incorporation** shall mean and refer to the Articles of Incorporation of the Association which will have been filed with the Secretary of State to create the Association.

Section 1.6 **Assessments** shall mean and refer to annual, special and default assessments levied pursuant to this Declaration.

Section 1.7 **Association** shall mean the Plantation Air Plantation Property Owners Association, Inc. (PAP) a non-profit South Carolina corporation.

Section 1.8 **Board of Directors** shall mean and refer to the Board of Directors of

the Association, which is the governing body of the Association.

Section 1.9 **By-Laws** shall refer to the By-Laws of Palmetto Air Plantation Property Owners Association, Inc. Attached to the Declaration and incorporated herein by this reference.

Section 1.10 **Palmetto Air Plantation** shall mean and refer to the planned community created by this Declaration.

Section 1.11 **Common Areas** shall mean any and all real and personal property including roadways, rights of ways, ponds, wetland preservations, and aircraft runways now and hereinafter owned by the Association for the common use and enjoyment of the owners.

Section 1.12 **Declarant** shall mean and refer to MidEastern Truckwash, Inc., a South Carolina Corporation and its successors-in-title and assigns. It is expressly understood and declared that there shall be only one person or legal entity entitled to exercise the right and power of the "Declarant" and Joe Witt is initially designated to be that person.

Section 1.13 **Improvements** shall mean and refer to all buildings and structures, parking areas, fences, walls, hedges, plantings, pools, driveways, ponds, lakes, recreational facilities, signs, changes in any exterior color or shape, excavation and all other site work including without limitation grading, road construction, utility improvement, removal of trees or plantings, and any new exterior construction or exterior improvement which may be included in the foregoing. "Improvements" does not include turf, shrub or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearance. "Improvements" does include both original improvements and all later changes and improvements.

Section 1.14 **Licenser** shall mean and refer to MidEastern Truckwash, Inc., a South Carolina Corporation which owns the runway and will issue licenses for the use of the runway. Lot Owners and their invitees shall be permitted to use the runway without the necessity of a license from the Licenser.

Section 1.15 **Lot** shall mean and refer to any plot of land within the Palmetto Air Plantation whether or not improvements are constructed thereon, which shall

constitute a single family dwelling. The ownership of each Lot shall include all the rights, title and interest of an Owner in the Common Property, which shall include without limitation, membership in the Association.

Section 1.16 **Maintenance Fund** shall mean and refer to the fund created by assessments and fees levied pursuant to this Declaration.

Section 1.17 **Members** shall mean and refer to any person or entity holding membership in the Association.

Section 1.18 **Mortgage** shall mean and refer to any mortgage, deed to secure debt, deed of trust, and any and all similar instruments used for the purpose of encumbering real property in this Development as security for the payment or satisfaction of an obligation.

Section 1.19 **Owner** shall mean and refer to the record Owner, whether one or more persons, of the fee simple title to a Lot located within the Development, and entitled to one vote per Lot as a member of the Palmetto Air Plantation Property Owners Association, Inc., but excluding those having such interest merely as security for the performance of an obligation.

Section 1.20 **Plat** shall mean and refer to any plat depicting the subdivision or any lot therein, filed in the Office of the RMC for Clarendon County, State of South Carolina, as such plat may be amended from time to time by the Declarant.

Section 1.21 **Property** shall mean and refer to the Property initially subject to this Declaration and any additional Real Property from time to time subject to these Covenants pursuant to the provisions of this Declaration.

Section 1.22 **Runway** shall mean that property located at the center of the subdivision used for the purpose of aircraft takeoffs and landings.

Section 1.23 **Taxiway** shall mean and refer to those right-of-ways radiating from the runway or otherwise as shown on the plat for the purpose of providing access for aircraft to and from the runway.

ARTICLE II

The Association

Section 2.1 Dedication of Common Areas. Declarant may hereafter convey to the Association certain parts of the property as Common Areas intended for common use by the owners in Palmetto Air Plantation Property Owners Association, Inc.. Such designated areas shall, upon conveyance, be dedicated to the common use and enjoyment of Owners, and their families, guests, tenants, and invitees.

Section 2.2 Responsibility for Common Area. Subject to the rights of the Owners set forth in this Declaration, the Association shall be responsible for the management and control of the Common Area dedicated under Section 2.1 above and all improvements in the Common Area (including equipment related thereto), and shall keep it in good, clean and attractive condition and repair consistent with the requirements of a first class residential and recreational community, pursuant to the terms and conditions of this Declaration.

Section 2.3 Membership. Every Owner, by virtue of being an Owner and for as long as he is an Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Lots. No Owner, whether one or more persons, shall have more than one membership regardless of the number of Lots owned, but all of the persons owning each Lot shall be entitled to rights of membership and of use and enjoyment appurtenant to such ownership. The combination of two Lots will be considered a single Lot for membership and assessment purposes. The Articles of Incorporation and Bylaws of the Association may set forth additional classifications of membership, which Members may or may not be Owners.

Section 2.4 Membership and Voting Rights. Each Member shall be entitled to one vote per membership. When more than one person holds an interest in any Lot, all such persons shall constitute one Membership. The vote for such Membership shall be exercised as the Owners among themselves determine, and the Secretary of the Association shall be notified of such designation prior to any meeting. Any Owner of a Lot may lease the same and assign his membership right to the tenant, provided that a copy of the Instrument of Assignment is furnished to the Secretary of the Association prior to any meeting at which the tenant exercises the voting right of membership. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, and Architectural Guidelines, and the Restrictions and Covenants of the

property. The lease shall obligate the tenant to comply with the foregoing and upon the tenants failure to do so he/she may be evicted by the Declarant or the Owners Association Board of Directors.

Section 2.5 Rules and Regulations. The Association from time to time and subject to the provisions of this Declaration, may adopt, amend and repeal rules and regulations, to be known as "Association Rules," governing, among other things, the following:

- a. The Use of Open Space,
- b. The Use of Private Roads,
- c. Collection and Disposal of Garbage and Trash,
- d. The Posting of Maximum Speeds for Vehicular Traffic and Other Traffic Rules,
- e. The Types of Vehicles and Times when any Vehicles (including Commercial Vehicles), may be permitted to use the road within Palmetto Air Plantation or any other area of the property.
- f. The Schedule of Fines for Infractions of the Association Rules or the Project Documents.

Section 2.6 Ownership of Personal and Real Property for Common Use. The Association, through action of its Board may acquire, hold and dispose of tangible and intangible personal property and real property.

Section 2.7 Implied Rights and Obligations. The Association may exercise any other rights or privileges given to it expressly by the Declaration, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association under this Declaration or reasonably necessary to effectuate any such right of privilege. The Association shall perform all of the duties and obligations imposed upon it expressly by the Palmetto Air Plantation Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Palmetto Air Plantation Documents where reasonably necessary to satisfy any such duty of obligation.

ARTICLE III

Architectural Control Committee

Palmetto Air Plantation is designed as a private residential community with architectural controls which allows aircraft owners and pilots convenient access to

the runway. To insure that the property will be developed harmoniously and that consistency is maintained, an Architectural Control Committee will formulate, review and control a comprehensive landscape plan, street lighting, signs, fencing, parking and site improvements. The initial Architectural Control Committee shall consist of one member, Joe Witt or his designee. In the event of the failure and ability for any reason of Joe Witt to act, the vacancy created shall be filled temporarily or permanently as necessary by his designee. At such time the development is fifty (50%) per cent completed, the above member may relinquish his powers of the Architectural Control Committee to the Owners Association. At that time Joe Witt, may choose to continue his position on the new Architectural Control Committee and two (2) other members shall be appointed by the Board of Directors of the Association. The new Architectural Control Committee shall consist of three (3) members and shall promulgate such rules and guidelines as may be necessary to carry out the purpose of the Declaration.

The Architectural Control Committee shall:

- 3.1. regulate the external design, appearance, and location of the Properties and Lots and any improvements thereof.
- 3.2. adopt architectural guidelines and programs consistent with covenants and restrictions.
- 3.3. inspect for compliance with these guidelines.
- 3.4. adopt procedures for the exercise of its duties.
- 3.5. maintain complete and accurate records of all actions taken.

Notwithstanding anything to the contrary contained herein, the Architectural Control Committee or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application of enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the community.

ARTICLE IV

Architectural Guidelines and Rules

Section 4.1 Land Use. All Lots shall be used for residential purposes only and common recreational purposes auxiliary thereto and for no other purpose. No Lot shall be used a right-of-way, street or road, or access to any property not included within the Properties of this Development without the consent of the Declarant. Only one family may occupy a Lot as a principal residence at any one time. No structure, except as herein provided shall be erected, alerted, placed or permitted to remain on any Lot other than one (1) detached single family dwelling or residence. Such accessory buildings or hangar may not be constructed prior to the completion of the dwelling unless waived by the ACC and then limited to a one year completion deadline. Furthermore the accessory building or hangar shall comply with all other restrictions contained herein for the main dwelling, including, but not limited to, exterior requirements, setback lines and permanent foundations. A guest suite or a like facility may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling. Furthermore, no airplane hangar shall be used as a residence without the consent of the Declarant or Board of Directors of the Homeowners Association.

Section 4.2 Partition of Combination of Lots. No Lot shall be subdivided or its boundary lines changed except with prior written approval of the Declarant. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots. Declarant's consent shall be conditioned upon payment by the Owner or Owners concerned of all expenses incident to giving the consent, including legal and accounting fees. Every agreement and recorded instrument for combination of Lots shall make adequate provisions for the adjustment of voting rights and liability for payment of assessments appurtenant to or imposed upon such Lots. Whether combined or unchanged, each Lot shall be conveyed, transferred, gifted, devised, bequeathed, encumbered or otherwise disposed of, as the case may be, with all appurtenant rights and interests created by law or this Declaration, including the membership in any association and all the rights thereof.

Section 4.3 Commercial Businesses Prohibited. No commercial business of any type shall be permitted; however, nothing herein contained shall be construed as preventing the Declarant from erecting and maintaining facilities of a commercial, recreational or community nature or facilities incident to the use of the runway, taxiway and easements. This should not exclude any home office, but

no customer, clients, or patients can be seen on residential premises. Also, this should not exclude work done on non-owned aircraft so long as such work is done inside a hangar and the completed aircraft conforms with all requirements as set forth in these covenants. No one, other than the Declarant, can allow the use of the airport or runway for commercial activity or for self-enterprise.

Section 4.4 Common Area. The Common Area shall be owned by the Declarant or the Association and no Owner shall bring any action for partition or division of the Common Area by acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived such Owner's right to institute or maintain a partition action or any other action designed to cause a division of the Common Area, and this section may be pleaded as a bar to any such action. Any Owner who shall Institute or maintain any such action shall be liable to the Declarant or the Association, and hereby agrees to reimburse the Declarant or the Association for its costs, expenses and reasonable attorney's fees in defending any such action.

Section 4.5 Architectural Control. No dwelling unit, hangar or other building shall be erected, placed or altered on any Lot until the plans for each showing locations of the units on the Lot and the landscaping plan for the Lot have been submitted to and approved by the Architectural Control Committee. Such plans shall be reviewed as to quality of workmanship and materials, harmony of external design with existing dwelling units and hangars, and as to location with respect to topography and finish grade elevation, and house, hangar and other buildings shall be of similar architectural design, before being approved by Architectural Control Committee or its successor or assigns. No home, garage, hangar or other building may be constructed on any Lot unless such work meets all County Codes then in existence. A copy of the builder or contractor's license must be submitted with construction plans to the ACC.

Section 4.6 Dwelling Size. Each single story dwelling on a Lot shall have a heated square foot area of 2000 square feet minimum. No dwelling unit shall be permitted on any Lot that has a ground floor area of the main structure, exclusive of porches, patios, hangars and garages of less than 1,800 square feet on the first floor for a one and one-half story, split-level, or two story dwellings. All multi-level dwellings shall have a minimum of 2,800 square feet. All house/hangar combinations shall include a minimum of 1,800 square feet of heated living area, excluding hangar, shop or storage portion of the structure. All structures must be built with eaves and over-hangs and have a residential characteristic. **PROVIDED HOWEVER,** single family, one-store residential structures of 1,600 square feet

may be permitted on Lots 42, 43 and 44 of the subdivision. All dwellings shall contain a place for parking for at least two vehicles in an enclosed garage.

Section 4.7 Location. In order to assure that all structures will be located with regard to the topography of each individual Lot, taking into consideration the elevation contours of the Lot, the location of adjoining dwellings, and similar considerations, the Declarant or the ACC reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any structure, improvements, and utilities upon all Lots and every Lot within the Development; PROVIDED, HOWEVER, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site, and in any event all buildings (including eaves, decks, patios and steps) shall be constructed beyond the minimum setback lines. All structures shall be located in compliance with the rules and ordinances of Clarendon County Planning Commission.

Section 4.8 Structure Material. Unless specifically otherwise approved in writing by the ACC, all structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such Lot. No dwelling shall have an exterior surface composed of asbestos siding, exposed concrete block, cinder block, or other similar material. Vinyl siding products will be considered on a case by case basis.

Section 4.9 Kind of Home. No mobile or manufactured homes of any kind, or any home having the same general appearance, shall be permitted on any Lot. No building or structure of a temporary nature: trailer, tent, shack, garage or other out-building shall be erected or maintained on any Lot at any time. Furthermore, no building shall be permitted on any Lot unless it is erected on a solid foundation of brick or masonry from the ground level to the first floor level. PROVIDED HOWEVER, that modular construction shall be permitted with approval of the ACC.

Section 4.10 Driveways. Vehicular driveways and walkways shall be constructed of concrete, brick, asphalt or reconstituted rubber services. If any driveway is to cross a drainage ditch, the Owner shall be required to install, at his own expense, all necessary culverts and coverings prior to the commencement of any other construction on the Lot.

Section 4.11 Drainage. No Owner shall do or permit any work, construct any improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern of the Property,

except to the extent such alteration and drainage pattern is approved in writing by the Declarant, and except for the rights reserved to Declarant to alter or change the drainage patterns.

Section 4.12 Continuity of Construction. All structures approved by the ACC must be completed insofar as the exterior finish is concerned within 12 months from the date of issuance of a building permit for said structure. The ACC may waive this requirement if construction delays have been caused by strikes, war, fire, or Acts of God which render the completion of construction within such time impossible. All improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, unless an exception is granted in writing by the ACC. If an Improvement is commenced and construction is then abandoned for more than ninety (90) days or if construction is not completed within required 12 month period, then after notice and hearing as provided in the By-Laws, the ACC may impose a fine of not less than One Hundred (\$100.00) Dollars per day on the Owner of the Lot. Furthermore, prior to occupancy of the dwelling or within one year after the issuance of a Building Permit, the Lot Owner shall have his property sown in grass and have planted foundation landscaping around the dwelling and other accessory buildings in accordance with the proposed landscaping plans previously submitted and approved.

Section 4.13 Reconstruction. Any building on any Lot which is destroyed in whole or in part by fire, windstorm, flood or other Act of God must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building with reasonable promptness; PROVIDED HOWEVER, that any such reconstruction must be commenced within 3 months from the date of such destruction or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its prior condition within 2 months of such destruction.

Section 4.14 Construction Traffic. Construction traffic is prohibited on the Common Area runway, and tie down areas. The failure of a Lot Owner to prevent construction traffic associated with his Lot from entering upon the Common Area runway, and tie down areas shall make that Lot Owner liable for any necessary repairs caused by construction traffic upon these areas. Lot Owners shall specifically include a clause in their construction contracts prohibiting contractor equipment from entering upon the Common Areas, runway, taxiway, and tie down areas.

Section 4.15 Hangar Specifications. Each Lot adjoining the taxiway right-of-way may have a hangar for the storage of private aircraft. Such hangars, if constructed, must be compatible in appearance with the residential unit. The hangar must be a fully enclosed building with approved and operational doors which do not face the street. No T-Hangar shall be constructed and all separate hangars must be rearward of the mean center line of the house and away from the street side of the Lot. Free standing hangar shall not exceed 3,600 square feet of interior space, including workshop, restroom, storage area and any other purpose. The hangar may be built before the dwelling house only when permitted by the ACC, but substantial completion of the dwelling insofar as the exterior finish is concerned must be accomplished within 12 months from the date of the issuance of the Building Permit for hangar structures.

ARTICLE V

Restrictions and Covenants

Section 5.1 Failing to Comply. In the event the Owner of any Lot shall fail to comply with any of the below mentioned criteria, or fails to maintain the premises and the exterior of the improvements situated thereon, or permits litter and debris to accumulate on his Lot, or allows hedges or other plantings to obscure the view of the street traffic, or fails to comply with any other reasonable fire preventive requirements, the Declarant, through its agents and employees, shall have the right to enter upon such premises and to repair, maintain, rehabilitate and restore the exterior of any improvements situated thereon and/or clean or clear any Lot of debris, or take any other steps necessary to remove litter and debris, or take any other steps necessary to meet reasonable fire preventive regulations; PROVIDED HOWEVER, that the Declarant, or its agents, shall first give written notice to the Owner of said Lot of its intention to make such repairs or of its intention to perform such clearing, maintenance or rehabilitation work, affording the Owner of said Lot 30 days in which to make said necessary repairs, maintenance, or clearing work. If at the end of this period the work to be performed has not been done by the Owner, then the Declarant, or its agents, shall have the right, as set forth herein, to make such repairs, etc. Nothing herein contained shall be construed to grant to the Declarant or its agents, any right to enter into or inside of any building located on any Lot without the consent of the Owner thereof. Any costs incurred by the Declarant, or its agents, in enforcing and carrying out the performance of this paragraph shall be charged against the Owner of said Lot, and a lien may be created on said Lot until the Declarant, or its agents, has been paid in full for all costs incurred.

Section 5.2 Maintenance. All Owners shall keep their Lots, whether occupied or unoccupied, free of all tall grass, dead, diseased or decaying trees, weeds, trash, rubbish, and debris and keep all Lots in a neat and attractive condition. All improvements erected on Lots shall be maintained in a clean, neat and orderly condition and in a good state of maintenance and repair.

Section 5.3 Toxic Disposal Prohibited. Disposal on the site of any substances which may be considered toxic or environmentally sensitive is expressly prohibited. Disposal of any substances which may contaminate the ground water of this subdivision or the surrounding area is prohibited. These substances include, for example, but are not limited to, paints, solvents, cleaning fluids, paint strippers, fuel and oil.

Section 5.4 Unsightly Materials Prohibited. No rubbish, garbage, debris, junk, junk vehicles, or unsightly material shall be deposited on any of the Lots at any time except building material during the course of construction on the site. All rubbish, waste, or garbage shall be kept in sanitary containers, and shall be removed from the premises at least once a week. No dismembered aircraft parts nor nonoperative aircraft are to be left about the premises.

Section 5.5 Hazardous Activities. Nothing shall be done or kept on any Lot or in the Common Area which will increase the rate of insurance on the Common Areas or any other Lot without the prior written consent of the Declarant or the Association. No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which would result in the cancellation of insurance on any part of the Common Areas, or which would be in violation of any law.

Section 5.6 Nuisance. No noxious or offensive activity shall be conducted upon any Lot or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

Section 5.7 Outside Toilets. Outside toilets or privies are expressly prohibited, except where required for construction purposes.

Section 5.8 Wall Hangings. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Dwelling or exterior buildings which may adversely affect the appearance of Palmetto Air Plantation without the prior written approval of the Architectural Control Committee.

Section 5.9 Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Development and including full compliance by them with this rule and with all other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing any recreational facility. In order to control the overall appearance of the community, no swing sets, play sets, sandboxes, basketball backboards, tree houses, animal houses or animal pens shall be erected so as to be visible from any roadway or adjoining property, unless approved in advance by the ACC.

Section 5.10 Pets. Pets and other animals shall neither be kept nor maintained in or about the properties except in accordance with the following. Commercial breeding or feeding of horses, cattle, goats, hogs, sheep or poultry; the operation of a commercial dairy; dog boarding kennel or veterinary hospital; and the operation of a commercial livery or boarding stable for horses; or a riding academy; and the keeping of any hog or milk cow or horse, are strictly prohibited. It is understood, however, that this restriction shall not be construed to prohibit the keeping of a limit of three (3) domestic animals (canine or feline) for family pleasure, provided that domestic animals must be restrained by fence or other appropriate protective restraint. This restraint should be from the farthest possible point from the adjoining property, and all appropriate measures must be taken by the Lot Owner to eliminate and prevent offensive odors and any unsightly accumulations from said animals. Noisy animals, such as incessantly barking dogs, must be controlled by their Owners. No pet shall be permitted outside of its Owners Lot unless attended by an adult or child of more than ten (10) years of age and said pet must be on a leash of reasonable length. At no time are any unattended domestic animals or pets allowed on the runway or taxiway easements.

Section 5.11 Noise. No Owner shall make or permit any disturbing noises on their Lot by himself or his family, servants, employees, agents, or visitors, nor permit any conduct by such persons that will interfere with the rights, comforts or convenience of other Owners. There shall be no discharging of firearms or fireworks on the premises.

Section 5.12 Electronic Equipment. No electronic equipment may be permitted in or on any Lot which interferes with the television or radio reception of another Lot.

Section 5.13 Satellite Dish. No awning, canopy, shutter, enclosure, satellite dish

or other projection shall be attached to or placed upon the outside wall or roof of any structure or on the Lot, except by the approval of the Architectural Control Committee. Small, inconspicuous satellite dishes will be most compatible.

Section 5.14 Vehicles and Parking. No Owners vehicles shall be parked on any street. No boat, motor home, travel trailer or any other recreational vehicle or commercial truck may be stored outside over night on any Lot for a period of more than seven (7) days. Furthermore, no wrecked or junked motor vehicle or vehicles without current licence plates shall be placed upon the premises and no commercial vehicles shall be parked overnight in the subdivision without the consent of the ACC. No motor vehicle or aircraft of any kind, at any time, shall be parked or tied down on any of the taxiways or runways, roadways or right-of-ways except when permitted by the Architectural Control Committee.

Section 5.15 Fuel Storage. It is acknowledged that the Declarant will establish a fuel area between Lot 18 and Lot 19 at the end of the runway. Except for that designated area, no bulk storage of flammable, combustible or explosive fluids, chemicals or substances shall be allowed in any Dwelling, or on any Lot, or on the Common Areas, except that small quantities of fuels used for common activities such as lawn mowing, BBQ grills and other like activities may be kept when stored in a manner which minimizes the risk of fire or explosion. Lot Owners may not store bulk quantities of fuels used for aviation purposes on Lots or in buildings. Aviation fuels may be available in connection with the facility located adjacent to the runway.

Section 5.16 Fences and Hedges. The erection or installation of fences and hedges may be permitted with the consent of the Architectural Control Committee which shall directly control the location and type of said facility. No barbed wire fencing will be permitted at any time.

Section 5.17 Signs. No signs of any character shall be erected, pasted, posted, or displayed upon or about any Lot or part of any Lot, or Common Area, without the written permission of the ACC. The ACC shall have the right, in its sole discretion, to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs. Declarant and Lot Owners, however, may post temporary "For Sale" or "For Rent" signs on the Properties and these signs must be approved before being put on any Lot. No sign shall be attached to any tree or shrubbery. All signs must be professionally lettered, and may not contain the price of the house or Lot. Furthermore, signs used by a builder during construction or informational signs by the Declarant shall be allowed.

Section 5.18 Clothes Lines. No clothing, laundry, or wash shall be aired or dried on any portion of the Lots in an area with a substantial exposure to view from any other Lot or street. Drying areas will be permitted only in locations approved by the Architectural Control Committee and only when substantially protected from view of screening or fencing approved by the Architectural Control Committee.

Section 5.19 Flag Poles. Flag Poles are permitted, provided the pole is not more than 15 feet in height, unless otherwise approved by the Architectural Control Committee.

Section 5.20 Antennas. No radio or television aerial or antenna or any other external electronic equipment or devices may be installed or maintained on any exterior of any structure erected on a Lot unless the location, size, and design has been approved by the ACC. Said antennae or equipment shall be subject to FAA and FCC regulations concerning obstructions placed in the vicinity of airports. Furthermore, all electrical, telephone, and other utility lines shall be run underground.

Section 5.21 Outdoor Lighting. One or more hospitality light standards, of a design approved by the ACC, may be located within the front yard of any Owner's property. Any outdoor lighting positioned and installed by a Lot Owner shall be of such a nature and type so as not to present a hazardous or confusing condition to night air operations which may be conducted from said airport and be shaded so as not to create a nuisance to any other Lot Owner.

Section 5.22 Mail Boxes. Each dwelling shall have a standard house number, mail box and paper box with a design and location approved by the ACC.

Section 5.23 Swimming Pools. No non-permanent or "above ground" pools may be placed, maintained or kept on any Lot.

Section 5.24 Wells and Water Removal. No wells shall be drilled, dug or installed except with the approval of the Architectural Control Committee.

Section 5.25 Access. There shall be no overland vehicular access to any Lot except from designated road and taxi-ways lying within the Common Areas. The Declarant, its agents or employees shall have access to each Lot from time to time

during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the Common Areas, or facilities situated upon such Lot which serve another Owners Lot. The Declarant or its agent shall also have access to each Lot at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Areas or another Lot.

Section 5.26 Amendments to Regulations. Reasonable regulations governing the use of the Common Areas and external appearance of all structures erected on the Lots may be made and amended from time to time by the Declarant or the Architectural Control Committee; PROVIDED HOWEVER, that all such regulations and amendments thereto shall be approved by a majority vote of the Directors of the Owners Association before the same shall become effective.

Section 5.27 Ponds and Waterways. Any Lot not adjoining a pond shall gain access to the pond through Common Areas of the subdivision only. Provided no pond shall be used for swimming or for the operation of motor boats. Boating use shall be limited to canoes, kayaks and small electric driven fishing boats.

ARTICLE VI

Aircraft and Hangar Restrictions, and Parking

Section 6.1 Type of Aircraft. Only conventional, general aviation aircraft shall be permitted. No jet, or ultra light aircraft shall be permitted. The Lot Owners, their heirs or assigns hereby relinquish any and all rights to complain, object or take any legal remedies to stop the function of normal aviation use and related activities in the development. The airplane hangar or tie down space on each Lot shall be limited strictly to private use and only by the Owner of the property or tenant on which

the hangar or tie down space is located except as permitted herein. No person who is not a member of the Association or a tenant of a member of the Association shall be permitted to store, tie down or hangar any aircraft in the subdivision without the consent of the Board of Directors of the Owners Association. The Board of Directors will have the authority to specify the terms and conditions under which a non-member aircraft may be stored, hangared or tied down.

Section 6.2 Airport Hangars. All hangars are subject to the Architectural Control Committee approval, and must be architecturally compatible with the

primary structure on the Lot. All aircraft hangars must be constructed in conjunction with or subsequent to the construction of a residence. Hangars may be detached from or attached to a primary structure in accordance with local building regulations.

Section 6.3 Two or More Aircraft. If two or more aircraft are owned by Lot Owner, one aircraft, not stored in the hangar, may be secured with tie downs adequate for the size and weight of the aircraft. Until a dwelling and hangar are under construction or built, no aircraft shall be tied down on the Lot unless approved by the ACC. The one tied-down aircraft must be in airworthy condition as defined by the current Federal Aviation Regulations (FAR's) except as permitted by the Board of Directors in writing. The tied out aircraft must be in a good state of repair and appearance.

Section 6.4 Unattended Aircraft. No aircraft shall be parked on any part of the runway, taxiway or easements and all aircraft parked or left for any period of time unattended within Lots shall be securely tied down. If any aircraft is found within any Lot, not tied down and unattended, the Board of Directors or its agents may, but are not obligated to, secure it at the expense of the Owner of said aircraft.

Section 6.5 Run-ups. "Run-ups" and testing of engines within residential areas should be limited to the hours of 8:00 am and 6:00 pm. But in any event the "run-up" shall not be done in such a manner as to cause inconvenience or damage to the property of others. This shall not prohibit normal take offs and landings at any time.

Section 6.6 Stunt Flying. No low-level flying stunts nor other hazardous activities will be permitted about the subdivision. Each Owner is required to strictly observe all Federal, State and Local Statues, Regulations or Ordinances relative to the operation of civil aircraft.

Section 6.7 Speed Limits. Aircraft shall taxi at less than 15 miles per hour on all taxiways. Pilots are cautioned to avoid increasing engine RPM to high levels as part of our noise abatement program and to avoid blowing sand and dirt on following aircraft and in residential areas.

Section 6.8 Taxi-Way Courtesy. Moving aircraft shall have the right-of-way at all times. Automotive traffic must yield at all taxiway crossings and on dual purpose streets. No taxiways other than those designated by Declarant as combination street/taxiways shall be used by any vehicle other than aircraft or

aircraft service vehicles, unless pursuant to a valid access permit granted by the Association. No aircraft shall have a right-of-way on taxiways, and all aircraft on taxiways must anticipate use of passing areas for approaching aircraft.

Section 6.9 Commercial Business. No commercial aircraft business shall be permitted on a Lot. This should not exclude work done on non-owned aircraft so long as such work is done inside a hangar and the completed aircraft conforms with all requirements as set forth in these covenants.

Section 6.10 Storing Parts. There shall be no storage of dismantled or disabled aircraft on the Lots or the Common Areas. Aircraft being repaired and aircraft parts must be kept within an enclosed hangar building which has been approved by the Architectural Control Committee. Parts of aircraft, including but not limited to, fuselages, wings, engines, horizontal and vertical stabilizers, ailerons, rudders, landing gear and spare parts may not be stored in yards where visible from the street, taxiway, or adjoining Lots, but must be stored inside the hangar or other building approved by the ACC.

ARTICLE VII

Runway Assurances and Operations

Section 7.1 Operation. Every Lot Owner or Lessee or Grantee of any property now or hereafter subject to this Declaration by acceptance of a Deed, Lease or other Conveyance thereof hereby agrees the runway and taxiway shall remain and be maintained as such until such time as at least eighty (80%) per cent of the members and Declarant consents to its dissolution or operation is interrupted or terminated by Local, State or Federal authority.

Section 7.2 Complaints. As this is an aviation community, Owners understand, and agreed, that Lot Owners, their heirs, or assigns relinquish any right to complain, object, or take any legal remedies to stop aviation related activities in the Development.

Section 7.3 Control of Runway. The Licensor, MidEastern Truckwash, Inc., shall have the right to control the use of the runway and taxiway and may prohibit the use of the runway or taxiway by any aircraft deemed unsafe to either the life or health of individuals or the condition and maintenance of the field by virtue of its size, design or state of repair.

Section 7.4 Withholding of Use. The Declarant or the Association shall have the right to withhold from, restrict, or charge an individual assessment for the use of the Common Area, including the runway, to any Owner:

- a) Who is in default in the payment of any assessment fee; or
- b) Who, in the judgment of the Declarant or the Owners Association, uses the Common Areas or his aircraft in a negligent manner or in a manner harmful to the rights of other users; or
- c) Who, in general, violates the published rules and regulations of the Association.

ARTICLE VIII Easements and Setbacks

Section 8.1 Setback Requirements. No house or building may be constructed within 75 feet of the centerline of any designated street, or taxiway or runway boundary. A 40 foot clear zone easement shall be established along all Lot lines facing the runway where no aircraft may be parked, no trees or other obstacles allowed in this area. A 5 foot easement along all sides of Lots and along sides adjoining any designated streets are reserved for underground utilities and drainage purposes. All setbacks and side Lot lines shall be in compliance with the rules and regulations of Clarendon County Planning Commission and Architectural Control Committee.

Section 8.2 During Construction. During the development period, the Declarant or its agent reserves a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary, following which the Declarant or its agent shall restore the affected property to its original condition as near as possible. The Declarant or its agent shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of the Declarant or its agent, any emergency exists which precludes such notice. The Declarant or its agent, however, in the exercise of such easement rights shall not disturb any living dwelling or other substantial improvement upon

any property.

Section 8.3 Maintenance. In order to implement effective insect and woods fire control, the Declarant reserves for itself and its agents the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the ACC for such plan), such entry to be made (at the expense of the Owner of the Lot), by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance shall not be deemed a trespass. The Declarant and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

ARTICLE IX

Insurance

Section 9.1 By the Declarant or Association. The Declarant or Association or its duly authorized agent shall have the right and power to obtain insurance to the extent reasonably available for all improvements on the Common Areas against loss or damage in an amount sufficient to cover 100 percent (100%) of the replacement cost of any repair or reconstruction work in the event of damage or destruction from any reasonable hazard. The Declarant may also obtain a broad form public liability policy covering all Common Areas. In the event of damage or destruction to property insured by the Declarant by fire or other casualty, the Declarant or its agent shall, upon receipt of the insurance proceeds contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly enjoyed. In the event the insurance proceeds are insufficient to pay all costs of repairing or rebuilding of such destroyed improvement, the Declarant or its agents shall levy a special assessment against all Owners to make up such deficiency. In the event the insurance proceeds exceed the cost of repair, the excess proceeds shall be distributed to the respective Owners and Mortgagees as their interests appear.

Section 9.2 Liability Insurance by Declarant or Association. The Declarant or Association shall have the right and power to obtain a comprehensive policy of

public liability insurance insuring the Association and its Members for all liability for property damage, bodily injury or death in connection with the operation, maintenance and use of the Common Area within Palmetto Air Plantation.

Section 9.3 By the Owner. It shall be the individual responsibility of each Owner to provide, as he sees fit, insurance on the improvements on his Lot in the event of damage or destruction from all reasonable hazards. Each Owner shall provide as he sees fit homeowners liability insurance, theft and other insurance covering personal property damage or personal liability loss.

Section 9.4 Aircraft Liability Insurance. Every Owner or user of an aircraft which is based on the Property shall provide the Licensor or the Association or their agent with a current Certificate of Insurance for aircraft liability before they can use the runway. Failure to provide the Certificate of Insurance and to maintain such insurance shall result in the automatic suspension of the Owner or user's right to use the Common Area including the runway.

ARTICLE X

Maintenance Assessments

Section 10.1 Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges as provided in this Declaration for the purpose of funding the maintenance fund.

(b) Special assessment for capital improvements and other purposes as stated in this Declaration; such annual and special assessments to be fixed, established and collected from time to time as provided below.

(c) Default assessments which may be assessed against an Owner's Lot pursuant to this Declaration or the Palmetto Air Plantation Homeowners Associations Rules or Regulations or because the Association has incurred an expense on behalf of the Owners under the Association Documents. The annual, special and default assessments, together with interest, costs and reasonable attorney's fees, shall be a

charge upon the land and shall be a continuing lien upon the Lot against which each such assessment is made until paid. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due.

Section 10.2 Purpose of Assessments. The assessments levied by the Association shall be used

exclusively to promote the recreation, health, safety and welfare of the Owners and occupants of Palmetto Air Plantation and for the improvement and maintenance of the Common Area, including but not limited:

(a) to keep the Common Areas clean and free from debris and to maintain any amenities located thereon in a clean and orderly condition, to maintain the landscaping thereon in accordance with the highest standards for private parks including any necessary removal and replacement of landscaping, and to repair, replace, and provide for additions to the improvements as stated in the Declaration or Association Documents.

(b) to pay all taxes, if any, levied against the Common Areas and any properties owned by the Association.

(c) to install and maintain any light fixtures along roads and streets in the Development to provide street lighting therefore, as may be approved by the Association.

(d) to erect and maintain entrance signs at the entrances to the Development and signs on the Common Areas, said signs to be of standard construction and quality.

(e) to pay the premiums on all hazard insurance carried by the Association on the Common Areas and all public liability insurance carried by the Association pursuant to the By-Laws.

(f) to provide such security services as may be deemed reasonably necessary for the protection of the Common Areas from theft, vandalism, fire and damage from animals.

(g) to provide such garbage removal services as may be approved by the

Association for all Lots.

Section 10.3 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except the Board may provide for a reduced assessment to be paid by those Lot Owners whose property is undeveloped. PROVIDED HOWEVER, the Owners of undeveloped Lots are assessed on a uniform basis. All payments shall be applied first to cost, then to late charges, then to interest and then to delinquent assessments.

Section 10.4 Effect of Non-payment of Assessment; Lien; Remedies of Association. Any Association installment, whether pertaining to an annual, special or default assessment, which is not paid within thirty (30) days of its due date shall be delinquent. In the event that an assessment installment becomes delinquent, the Association, in its sole discretion may take any or all of the following actions:

- (a) Assess a late charge of at least fifteen percent (15%) per delinquency.
- (b) Suspend the voting rights of the Owner during any period of delinquency.
- (c) Accelerate all remaining assessment installments for the fiscal year in question so that unpaid assessments for the remainder of the year shall be due and paid at once.
- (d) Bring legal action against any Owner personally obligated to pay the delinquent installments.
- (e) File a statement of lien with respect to the Lot, and foreclose as set forth below:
The Association may file a statement of lien by recording with the Clerk of Court's Office of Clarendon County, South Carolina, a written statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and amount of the delinquent assessments then owing, which statement shall be duly signed and acknowledged by the President or Vice-President of the Association or by the Manager, and which shall be served upon the Owner of the Lot by mail to the address of the Lot or at such other address as the Association may have in its records for the Owner. Thirty (30) days following the mailing of such Notice, the Association may proceed to foreclose the statement of lien in the same manner as provided for foreclosure of

mortgages under the statutes of the State of South Carolina. Such lien shall be in favor of the Association and shall be for the benefit of all other Owners. In a foreclosure action, the Association shall be entitled to recover as a part of the action the interest, costs and reasonable attorney's fees with respect to the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The remedies herein provided shall not be exclusive and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law.

Section 10.5 Subordination of the Lien. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage. The lien of the assessments shall be superior to and prior to any homestead exemption provided now or in the future by laws of the State of South Carolina. No sale or transfer of any Lot pursuant to a decree of foreclosure or by a Public Trustee's foreclosure or any other proceeding or deed in lieu of foreclosure for the purpose of enforcing a first mortgage shall extinguish the lien of such assessments as to installments which become due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Lots as a common expense at the direction of the Board of Directors. No sale or transfer shall relieve the purchaser or transferee of a Lot from liability for, nor the Lot from the lien of any assessments made after the sale or transfer.

ARTICLE XI

Duration and Amendments

Section 11.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change covenants and restrictions, in whole or in part, or to terminate the same.

Section 11.2 Amendments. So long as the Declarant owns twenty-five (25%) per cent of the unsold Lots in the subdivision it shall have the right and authority to modify and amend these covenants and restrictions without liability or notice or joinder of any other party provided such modifications and amendments do not

violate the ordinances of Clarendon County Planning Commission. Subsequently amendments to this Declaration may be adopted by the membership of the Property Owners Association in the same manner and upon the same vote as required for amendments to the By-Laws of the Property Owners Association.

Section 11.3 Effective on Recording Any Modification or Amendment. Shall be immediately effective upon recording in the R.M.C. Office for Clarendon County, South Carolina, a copy of such amendment or modification, executed and acknowledged by the necessary number of Owners (and by Declarant, as required), together with a duly authenticated Certificate of the Secretary of the Board stating that the required number of consents of Owners were obtained and are on file in the office of the Association.

ARTICLE XII

Enforcement of Covenants

Section 12.1 Violations Deemed a Nuisance. Every violation of this Declaration of Covenant is deemed to be a nuisance is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or in equity against anyone in violation of these Covenants shall be available.

Section 12.2 Who May Enforce. Any action to enforce these restrictions may be brought by Declarant or the Board of the Owners Association or any Property Owner in the subdivision.

Section 12.3 No Liability. No member of the Board of Directors, Declarant, the Manager, or the Architectural Control Committee or any Owner shall be liable to any other Owner for the failure to enforce any of the restrictive covenants.

Section 12.4 Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the restrictions, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the restrictions or the restraint of violations of the restrictions, the prevailing party shall be entitled to recover all costs incurred by it in such action, including reasonable attorney's fees as may be incurred, or if suit is brought, as may be determined by the Court.

SWORN to before me this _____
day of _____, 2001

Notary Public for South Carolina
My Commission Expires:_____