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DEED

RECORDING FEES

\$22.00

EXEMPT

PRESENTED & RECORDED:

01-25-2008 01:30 PM

JOHN LANE

REGISTER OF DEEDS

LANCASTER COUNTY, SC

By: JOHN LANE REGISTER

BK:DEED 446

PG:93-108

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MOORELAND WOOD

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 23rd day of January, 2008, by Ashe Farms, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property which is described in Article II hereof, and desires to create thereon an exclusive residential community of single-family residences some of which to include equestrian activities and husbandry to be named MOORELAND WOOD.

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and for the maintenance and upkeep of the Common Area, as hereinafter defined; and to this end, desires to subject the said real property to the covenants, conditions, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Declarant has incorporated under South Carolina law MOORELAND WOOD HOMEOWNERS ASSOCIATION, Inc. as a nonprofit corporation for the purpose of exercising and performing the aforesaid functions.

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, does declare that all of the property described in Article II hereof is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or Interest in said real property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Homeowners Association" shall mean and refer to the Mooreland Wood Homeowners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any tracts (as hereinafter defined) which is a part of the properties, including contract sellers, but excluding Declarant and those having such interests merely as security for the performance of any obligation.

Section 3. "Properties" or "Property" shall mean and refer to the property described in Article II hereof, and any additions thereto as are or shall become subject to this Declaration.

Section 4. "Common Area" shall include an easement not more than twenty (20) feet in width for a nature trail for the benefit of the property owners within the subdivision, all roads, the entrance monuments, columns, and fencing, and Greenway lands, which Common Area shall be shown in the plat of MOORELAND WOOD recorded in the Lancaster County Public Registry in Plat 2007 Cabinet Page-1447 File _____ and designated thereon as "Common Area", but shall exclude all Tracts and public streets dedicated and excepted in accordance with Article V, Section 3.

Section 5. "Tract" shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties with the exception of the Common Area and public streets dedicated and accepted in accordance with Article IV, Section 3.

Section 6. "Declarant" shall mean and refer to Ashe Farms, Inc. and any party to whom they shall assign its rights as Declarant.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Homeowners Association.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE HOMEOWNERS ASSOCIATION

Section 1. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, and shall be within the jurisdiction of the Homeowners Association is located in Lancaster County, South Carolina, and is more particularly described as Lots One through Fourteen as shown on the plat recorded in the Lancaster County Public Registry in Plat 2007 Cabinet pg 1447 File _____.

Section 2. Zoning Code. The provisions of Lancaster County zoning code and any amendments thereto shall at all times be subordinate to the restrictions set forth in this Declaration and in the event of a conflict, these restrictions shall be controlling over the Lancaster County Zoning Code.

Section 3. Annexation of Additional Property. Declarant shall have the right to add additional property to the Property, which is the subject of this Declaration, provided that such additional property is physically contiguous to the Property. Such additional property shall be added by recordation of a Supplemental Declaration identifying such contiguous property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Tract shall be a Member of the Homeowners Association. Every owner of a Tract shall notify the Homeowners Association of the owner's acquisition of title to a Tract, including mailing information, with fifteen (15) days after title is acquired.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the Tracts. There shall be two classes of Tracts with respect to voting rights and assessments:

- a. Class A Tracts. Class A Tracts shall be all Tracts except Class B Tracts as the same are hereinafter defined. Each Class A Tract shall entitle the Owner(s) of said Tract to one vote. When more than one person owns an interest (other than a leasehold or a security interest) in any Tract, all such persons shall be Members and the voting rights appurtenant to said Tract shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Class A Tract.
- b. Class B Tracts. Class B Tracts shall be all Tracts owned by Declarant which have not been converted to Class A Tracts. The Declarant shall be entitled to two votes for each Class B Tract owned by it. The Class B Tracts shall cease to exist and shall be converted to Class A Tracts when the total number of votes appurtenant to the Class A Tracts is greater than or equal to the total number of votes appurtenant to the Class B Tracts.

ARTICLE IV POWERS OF THE HOMEOWNERS ASSOCIATION

Subject to the provisions of the Articles of Incorporation and this Declaration and the Declarant's rights herein, the Homeowners Association may:

1. Elect a Board of Directors for oversight and direction of normal business related activities of the Property and Homeowners Association.

2. Adopt and amend bylaws.
3. Adopt and amend reasonable rules and regulations governing the use of the Common Area. All such rules and regulations and amendments to such shall be approved by a majority of the votes of Owners voting in person or by proxy at the annual meeting or a special meeting called for that purpose before the same shall become effective. Copies of such rules and regulations and amendments thereto shall be furnished to each Member by the Homeowners Association upon request.
4. Hire and discharge managing agents and other employees, agents, and independent contractors.
5. Institute, defend, or intervene in litigation or administrative proceedings on matters affecting the Property or the Homeowners Association.
6. Make contracts and incur liabilities.
7. Regulate the use, maintenance, repair, replacement, and modification of common areas.
8. Grant easements, leases, licenses and concessions through or over the common areas.
9. Impose reasonable charges for late payment of assessments.
10. Exercise any other powers necessary and proper for the governance and operation of the Association.

**ARTICLE V
PROPERTY RIGHTS
THE PROVISIONS OF ARTICLES IV AND V SHALL APPLY TO ANY
FUTURE SUBDIVISION OF SAID TRACTS AND ANY ADJACENT PROPERTY
ADDED BYDECLARANT**

Section 1. Owner's Easement of Enjoyment. Owners shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and pass with the title to every Tract, subject to the following provisions:

- a. The right of the Homeowners Association to charge reasonable admission and other fees for the use of any recreation facilities situated upon the Common Area and to limit the use of said facilities to Owners who own a tract located within the Mooreland subdivision and to their families, tenants, contract purchasers and guests, as provided in Section 2 of this Article IV.
- b. The right of the Homeowners Association to suspend the voting rights and use of the recreational facilities of any Owner for any period during which any assessment against his Tract remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 2. Delegation of Use.

- a. Family. The right and easement of enjoyment is granted to every Owner in Section I of this Article IV and may be exercised by members of the Owners' immediate family.

- b. Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence with the Properties, or a portion of said residence, as their principal residence; provided that no such delegation shall relieve the Owner of his responsibility and obligations under this Declaration and the Owner shall remain fully responsible for the acts or omissions of any tenant or contract purchaser.
- c. Guests. Recreational facilities situated upon the Properties may be utilized by guests of Owners, tenants, or contract purchasers subject to the rules and regulations of the Homeowners Association, as may be established by its Board of Directors governing said use. Owners, tenants, and contract purchasers shall be responsible for the conduct, acts, and omissions of their guests.
- d. Declarant. Declarant, the Declarants children and Declarant's guests shall have a lifetime access to the nature trails and conservancy property.

Section 3. Ownership of Common Areas. Notwithstanding the recordation of any map or any other action by Declarant or the Homeowners Association, all Common areas, including cul-de-sacs and roads, shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public; provided, however, that the Declarant or the Homeowners Association may offer such cul-de-sacs and roads for dedication to the appropriate governmental authorities. If accepted for dedication by such government authorities, then the cul-de-sacs or roads shall then be considered dedicated to the use and enjoyment of the public.

Section 4. Owners' Easements for Ingress and Egress. To the extent that cul-de-sacs and roads have not been dedicated to the use and enjoyment of the public sufficient to provide access to a Tract, every Tract shall be conveyed with and each Owner is hereby granted a perpetual, nonexclusive easement over any cul-de-sac or roadway which may be constructed by the Declarant and conveyed to the Homeowners Association as part of the Common Area for the purpose of providing access to and from each Tract. Upon dedication and acceptance of such cul-de-sacs and roadways, these easement rights shall terminate with respect thereto.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants and each Owner of any such Tract by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners Association: (1) annual assessments and (2) special assessments, such assessments to be established and collected as hereinafter provided. Any 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 when the assessment felt due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Homeowners Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties in connection with the use and enjoyment of the Common Area, including, but not limited to, the cost of maintenance, repair, replacement, or additions thereto, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws of the Homeowners Association, the employment of attorneys to represent the Homeowners Association, when necessary, and such other needs as they may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Tract by Declarant to an Owner, the maximum annual assessment shall be One thousand dollars (\$1,000.00) per Class A Tract.

- a. From and after January 1 of the year immediately following the conveyance of the first Tract by Declarant to an Owner, the maximum annual assessment above established may be increased by the Board of Directors of the Homeowners Association, effective January 1 of each year, without a vote of membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year.
- b. From and after January 1 of the year immediately following the conveyance of the first Tract by Declarant to an Owner, said maximum annual assessment may be increased without limitation, if such increase is approved by seventy-five percent (75%) of the votes of all Members, present in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Homeowners Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any operating cost deficit or other expense for which annual assessments receipts are insufficient or the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article.

Section 5. Assessment Rate. Both annual and special assessments must be fixed at a uniform rate for all Tracts and shall be collected on an annual basis.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting of the Homeowners Association called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes appurtenant to each Class of Tracts (Class A and B) shall constitute a quorum. If the required quorum is not present, another meeting may be called for the same purpose and subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the

preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting date.

Section 7. Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment. Annual Assessments provided for herein shall commence as to all Tracts when a Tract is conveyed by Declarant to an Owner or from an Owner to a new Owner, the annual assessment for the year in which the conveyance occurs shall be a prorated share of the annual dues.

At least thirty (30) days before January 1 of each year, the Board of Directors of the Homeowners Association shall fix the amount of annual assessments against each Tract for the next year and at least fifteen (15) days before January 1 shall send written notice of such fixed assessment to every Owner subject thereto. Failure of the Board of Directors or the Homeowners Association to fix the amount of annual assessment or to notify any owners shall not relieve any Owner of the obligation to pay assessment when due. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Homeowners Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners Association setting forth whether the assessments on a specified Tract have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the annual rate of eighteen percent (18%) or the maximum interest rate permitted to be legally charged under the laws of the State of South Carolina at the time of such delinquency, whichever is the lesser. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors of the Homeowners Association to defray the costs of late payment. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Tract by action or by power of sale to the extent permitted under South Carolina law, and interest, late payment fees, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. 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 Tract.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage or deed of trust on a Tract. Sale or transfer of any Tract shall not affect any assessment lien. However, the sale or transfer of any tract which is subject to any mortgage or deed of trust pursuant to a foreclosure thereof shall extinguish the lien of such assessments to the extent the assessments became due prior to such sale or transfer. No such sale or transfer shall relieve such Tract from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority shall be exempt from said assessments. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII MAINTENANCE

The Association shall provide ordinary care and maintenance for the Common Areas and the roadway.

Each Owner of a Tract shall be responsible for the maintenance and repair of all improvements to his Tract. Each Owner shall maintain his Tract in an orderly fashion, keeping lawns neatly kept and trimmed.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance, repair or replacement may be levied as a Special Assessment against that Owner as set forth in Article VI.

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. Extent of Control. No building, fence, wall, obstruction, driveway, or other structure shall be commenced, erected, or maintained upon any Tract nor shall any exterior addition, change, or alteration thereto be made without the prior written approval of the Architectural Review Board. The Architectural Review Board shall also have control over the removal of any trees or other vegetation from any Tract and no party shall grade, excavate upon or otherwise alter the topography of any Tract or remove any tree greater than a 12" caliper or other vegetation therefrom without obtaining the prior written approval of the Architectural Review Board; except that no such control shall exist with respect to trees or vegetation in the path of road or driveway construction, construction of homes, barns, outbuildings, or fences otherwise permitted by these Restrictions, or for clearing for creating pastures or expanding existing pastures. Creating or expanding pastures shall consist of tree and stump removal, grading if necessary, and planting of pasture grass. It is provided, however, that nothing herein contained shall be construed to permit interference with the development of the Property by Declarant in accordance with its general plan of development.

Each Tract Owner shall be responsible for the general upkeep of Tracts, regardless of whether or not said Owners reside on the property.

Each Tract Owner shall be responsible for the control of erosion and sedimentation upon each Tract owned and shall take steps as may be required to avoid damage to erosion and sedimentation control installations by the developer. Any damage to such installations by the developer caused by the act or failure of any Owner of a Tract shall be repaired by such Owner who shall save and hold the developer harmless from any loss or liability whatsoever on account thereof.

Section 2. Procedure. Any party requiring approval of any proposed improvements to any Tract shall submit to the Architectural Review Board plans and

specifications showing in such detail and manner as the Architectural Review Board shall require the nature, shape, height, materials, and locations of any such improvement. The Architectural Review Board, in its sole and absolute discretion, may require in particular instances that such plans and specifications be accompanied by a plat prepared by a registered land surveyor showing the location of the proposed improvements on the Tract. All decisions by the Architectural Review Board shall be based on the Architectural Review Board's discretionary determination as to whether a particular improvement is suitable and harmonious with the development of the subdivision. The Architectural Review Board's approval or disapproval of any proposed improvement shall be in writing. In the event the Architectural Review Board fails to approve or disapprove any such proposed improvement within thirty (30) days after plans and specifications in such detail as the Architectural Review Board may require have been submitted to it, such plans and specifications shall be deemed approved. Subsequent to the approval of any plans and specifications, the Owner shall have the responsibility for making such improvements in accordance with the plans and specifications as approved. Approval by the Architectural Review Board of any proposed improvements shall not constitute or be construed as approval of the structural stability, design, or quality of any improvement or the compliance of any such improvement with applicable laws and codes. Refusal or approval of plans, specifications, or location may be based upon any grounds, including purely aesthetic considerations, which in the opinion of and the sole and uncontrolled discretion of the Architectural Review Board shall be deemed sufficient.

Section 3. Duration of Control. The Declarant will have architectural control until all Tracts have been converted to Class A Tracts. Upon such conversion, the Declarant will surrender the right of architectural control provided for herein to the Homeowners Association, following which the Board of Directors of the Homeowners Association shall appoint an architectural review board (the "Architectural Review Board") to consist of three to five members, including one representative of Declarant. Remaining members of the Architectural Review Board will be limited to one representative per Owner of a Tract. The Architectural Review Board, when so appointed, shall have the right of architectural control as described in this Article.

ARTICLE IX USE RESTRICTIONS

Section 1. Land Use. No tract shall be used except for single-family residential purposes and no structure shall be erected on any such single-family residential tract other than the following: One detached single-family dwelling, not to exceed two and one-half stories in height, a private garage of such size as may be sufficient for the personal needs of the single family residing on the tract, a barn and other buildings necessary for horse farm operations, guesthouse or servants quarters, and other outbuildings clearly incidental to the noncommercial use of the premises. Either a barn or garage, but not both, may contain an apartment quarters. Equine operations are excluded from the definition of commercial operations and are permitted under these covenants and restrictions to the extent they conform to architectural guidelines and do

not violate the Homeowner Association's Rules and Regulations as established in this Article, Section 21.

Section 2. Subdivision of Tracts. More than one tract (as shown on the recorded plat) or part thereof may be combined to form one or more building tracts by (or with the written consent of) Developer, or its successors and assigns, and in such event the building line requirements prescribed herein shall apply to such tracts, if combined. Upon combination or subdivision of tracts, the easements reserved herein shall be applicable to the rear, side, and front tract lines of such tracts as combined or subdivided.

No subdivision of any tract shall be permitted, other than Tract 7, and then only to the extent shown on the recorded plat. The foregoing notwithstanding, Tracts that have been previously combined through common Ownership shall be permitted to be re-divided, provided such re-division does not result in the number of Tracts in Mooreland Wood being greater than prior to such combination, and further provided that such re-division not result in any Tract being less than five acres in size.

Section 3. Size of Structure. Main residences shall contain not less than a minimum of 2800 square feet of heated floor area, exclusive of garage, carport, unheated storage areas and non-living space for dwellings. Any guesthouse erected on a Tract, or any part thereof, shall contain at least 1350 heated square feet under roof.

Section 4. Building Lines. No building or structure shall be located on any tract nearer than one hundred twenty-five (125) feet from the center of the road right-of-way on which the Tract fronts or nearer than fifty (50) from the side and rear property lines. Outbuildings must be located a minimum of one hundred fifty (150) feet from the center of the road right-of-way.

Section 5. Building Materials. Buildings shall be covered with wood, stone, brick, stucco, or other acceptable hard surface material, but no vinyl or aluminum siding shall be allowed. Roofing materials shall be architectural grade dimensional shingles, or better.

Section 6. Easements. Easements for utilities and streets are reserved across tracts as shown on said plat and as defined in Article VIII herein.

Section 7. Animals. Only generally accepted household pets, horses, and ponies may be kept or boarded on a tract. All other farm animals are subject to residential restrictions, and may not be raised, housed, or bred for commercial purposes. No savage animals shall be kept or maintained on any tract or in any dwelling. No swine shall be permitted. All animals shall be maintained by their owners in such a manner as not to constitute or create a nuisance to other property owners within the property herein described. Pets must be leashed or otherwise controlled at all times while not located on the Tract where kept.

No hunting or killing of wild animals or birds shall be permitted on any tract, or within the boundaries of Mooreland Wood.

Due to environmental consequences of keeping horses in residential areas, and within the community, horse barns and stables, pens, and areas for keeping horses shall meet the following requirements:

1. The tract shall contain a minimum of two (2) acres if the horse is to be fed by the property owner or a minimum of three (3) acres if the horse is to graze. If the horses are to be fed by the property owner, an additional minimum one-acre (43,560 square feet) for each horse or horse stall located on the site is required. If the animals are to graze, the minimum additional area required per horse shall be three (3) acres (130,680 square feet).
2. The tract must be designed and maintained to drain so as to prevent ponding and propagation of insects.
3. The tract must be designed and maintained so as to prevent pollution by drainage to adjacent streams and other water bodies.
4. The premises must be continually maintained in a sanitary condition.
5. The premises must be maintained by keeping manure piles at least 50 feet from any dwelling or any pool or patio on the same property, and 50 feet from an adjoining lot and from any property line.
6. If the animals are in an indoor contained area, all manure shall be removed at least twice daily from confined areas so as to prevent propagation of flies and creation of odors.
7. All grain on the tract must be stored in rodent-proof containers.
8. The exercise and training areas on the lot shall be dampened so as to prevent dust.

Section 8. Vehicles. No vehicles of any type, which are abandoned, inoperative, or dismantled, shall be kept on any tract. No motor homes, buses, campers, travel trailers, or similar vehicles shall be parked on any subdivision street right-of-way or tract, except in a garage, carport, or in the rear yard behind the residence. No all terrain vehicles (ATV) or similar motor vehicles shall be permitted outside the boundaries of the owner's premises. No all terrain vehicles (ATV) shall be allowed on any portion of the nature trails.

Section 9. No trailer, basement, tent, shack, garage, barn, or other building or outbuilding, other than a guest house or servants quarters, placed or erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any dwelling house be occupied unless fully completed, except for temporary office-type trailer will be allowed during construction on any Tract for no longer than one (1) year.

Guesthouses can be occupied as a main residence during the time the main residence is being designed and constructed. Construction of main residence must begin within two years subsequent to occupancy of guesthouse.

Section 10. Mobile/Modular Homes. No mobile homes, house trailer, modular home, or the basement of a contemplated permanent dwelling shall be constructed upon

any tract or occupied as a residence, either on a permanent or temporary basis. The terms "modular home" and "mobile home" are defined as follows:

Modular Home: A dwelling constructed in accordance with the standards set forth in the South Carolina State Building Code and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly.

Mobile Home: A dwelling unit that (i) is not constructed in accordance with the standards set forth in the South Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

Section 11. Fences. Wood fences, split-rail fences, stone and brick wall fences shall be permitted along outside perimeter of Tract, or within the Tract. Wooden posts with woven wire (but not chicken wire, hog wire, or chain link) are permitted as cross fencing within the Tract, but not as perimeter fencing. All such fences must not exceed fifty-four (54") inches in height. All other type fences and any fence in excess of fifty-four inches (54") in height, must be approved in writing by the Architectural Review Board prior to installation or construction. No fences may be placed within, on, or across the nature trail easement.

Section 12. No surface toilet shall be permitted on any property, but the purchaser shall install at his own expense a septic tank, or other sanitary appliance of a type and character approved by the State Board of Health.

Section 13. No structure shall be moved onto any tract unless the written consent of the Architectural Review Board is first secured.

Section 14. No dwelling located upon the above described property shall be constructed in such manner as to leave a standard concrete (or cement) block showing from the outside of said building. Decorative block is acceptable, but shall be first approved by Architectural Review Board prior to use.

Section 15. Nuisances. No noxious, offensive, or illegal activities shall be permitted on any Tract nor shall anything be done on any Tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood. There shall be no firearm target practice, or discharge, permitted on any Tract. Any arena lights must be turned off by 10:00 p.m.

Section 16. Trash Disposal. No trash, rubbish, stored materials, or similar unsightly items allowed except temporary deposits of trash, rubbish, or other debris for collection by governmental or similar garbage and trash removal units.

Section 17. Manure Disposal. Manure must be spread or hauled off the premises. Manure cannot be stockpiled for longer than four weeks. Thinly spreading manure on the horse trails is acceptable, but is subject to approval by Architectural Review Board prior to implementation.

Section 18. Use of Common Area. The Common Area shall not be used in any manner except as set forth in this Declaration, or as shall be approved or specifically permitted by the Rules and Regulations developed by the Homeowners' Association.

Mooreland Wood is defined as a conservancy community and its Greenway is subject to more stringent regulations defined later in this Declaration. Some areas of the Nature Trail System fall outside of the Greenway jurisdiction therefore certain restrictions are duplicated here for clarification. On the Nature Trails as well as within the Greenway:

1. No combustion engines are allowed. Only electric motors and rider propelled vehicles are permitted. Notwithstanding the above, maintenance crews are permitted use of combustion engines in regard to performing their maintenance duties only.
2. No cutting or felling of any tree other than required for maintenance of nature trails or Fish Hook Lake.
3. No deposits of trash or debris of any kind.
4. No use of asphalt paving materials.
5. No use of chemical pesticides or chemical fertilizers.

Section 19. No cellular phone towers may be placed on any portion of any tract, or within the boundaries of Mooreland Wood.

Section 20. Swimming Pools. No above-ground swimming pools shall be allowed. No pool may be located in any setback area or easement.

Section 21. Satellite Dishes. No satellite dish greater than three feet in diameter may be erected on a Tract.

Section 22. Mailboxes. No stone or masonry mailbox structures are permitted. All mailboxes are to be constructed of break-away materials as approved by the South Carolina Department of Transportation, such as 4" x 4" wooden posts or small diameter metal posts.

Section 23. Signs. No advertising signs of any type or kind shall be erected, placed or permitted to remain upon or above any Tract or Common Area with the exception of a single sign "For Rent" or "For Sale," which sign shall not exceed two feet by three feet in dimension and shall refer only to the premises on which displayed, their being only one sign to a Tract. Nothing herein shall be deemed to limit the right of any Owner to place signs upon his/her Tract endorsing a particular candidate, party, or issue, provided that such signs are removed in a reasonable time following the relevant election.

Section 24. Fire. In the event any Improvement is destroyed or partially destroyed, said damage must be removed from Tract, or the repair or replacement construction must be commenced, within six months subsequent to the damaging event.

Section 25. Emergency. There is hereby reserved a general easement to all firemen, ambulance personnel, police, or other official emergency personnel to enter upon the Property, or any portion thereof, in the performance of their respective duties.

ARTICLE X EASEMENTS

Section 1. Easements for the installation and maintenance of common property fences, driveways, walkways, water lines, gas lines, telephone, cable TV and/or internet service, electric power lines, sanitary sewer and storm drainage facilities, and for other utility installations are reserved as shown on the recorded plats, and within a five-foot right-of-way along the side lines and a ten-foot right-of-way along the rear line of each Tract. Within any such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. Declarant and its successors and assigns, hereby reserves and shall have temporary easements of itself, its agents, and employees over the Common Area to facilitate construction of improvements to be completed in developing the Properties.

Section 2. There shall be no clearing of trees or vegetation within the 20 feet wide Nature Trail easements other than as necessary to maintain existing trails.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Homeowners Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declarant. In any such action, the court may award reasonable attorney's fees to the prevailing party. Failure by the Homeowners Association or any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

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

Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of this Declarant shall bind only the land specially herein described and shall run with and bind that land. Excepting the land designated as Greenway, this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Tracts. Any change to the current restrictions regarding land designated as Greenway on the recorded plat shall be amended only by an instrument signed by the Owners of not less than one hundred percent (100%) of the Tracts and the Declarant. Any amendment must be properly recorded in the Lancaster County Public Registry.

The foregoing notwithstanding, as long as Declarant owns any portion of the Property subject to this Declaration any Amendment to this Declaration must be first approved by the Declarant.

ARTICLE XII GREENWAY DEFINITIONS AND RESTRICTIONS

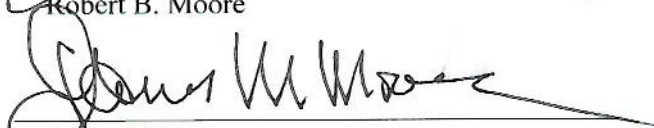
All areas of the Property so designated as Greenway on the recorded plat of Mooreland Wood shall be considered a conservancy property and wildlife sanctuary and shall be subject to the following special use restrictions and conditions.

1. Future subdivision of Greenway property shall be prohibited.
2. Common use improvements such as, but not limited to, picnic shelters, equipment sheds, or future nature trails shall be allowed.
3. No combustion engines are allowed on the nature trails or water areas. Only electric motors and rider propelled vehicles are permitted to operate. Notwithstanding the above, maintenance crews are permitted use of combustion engines in regard to performing their maintenance duties only.
4. No cutting or felling of any tree other than required for Item 2 above or maintenance of nature trails and Fish Hook Lake.
5. No use of asphalt paving materials. Parking areas, footpaths, nature trails, or picnic areas shall be surfaced with natural materials only, including gravel.
6. No use of chemical pesticides or chemical fertilizers.
7. No deposits of trash or debris of any kind. All food and beverage containers to be carried out immediately after use.
8. Hiking, biking, and horseback activities shall be confined to the established trail system. Plants and wildlife shall not be disturbed or removed.
9. No discharging of firearms or hunting of any sort shall be permitted.

IN WITNESS WHEREOF, Declarant, by virtue of the provisions of the preamble of the aforesaid Declaration of Covenants, Conditions, and Restrictions, has caused this instrument to be duly executed under seal as of the day and year first above written.

ASHE FARMS, INC.

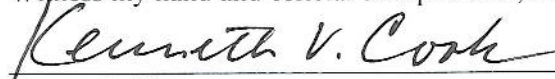
By: 
Robert B. Moore

By: 
James M. Moore

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

I, Kenneth V. Cook, a Notary Public of the County and State aforesaid, certify that Robert B. Moore, and James M. Moore personally appeared before me this day and acknowledged that they are officers of Ashe Farms, Inc. and that they as such, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 23rd day of January, 2008.


Notary Public (SEAL)

My Commission expires: _____
My Commission Expires May 25, 2017