

THIS AGREEMENT IS SUBJECT TO MEDIATION AS SET FORTH IN ARTICLE XV HEREIN

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RESTRICTIVE COVENANTS
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PRESENTED & RECORDED:
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REGISTER OF DEEDS CONVEYANCE
WISDOM COUNTY, SC
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DECLARATION OF

COVENANTS, CONDITIONS, AND RESTRICTIONS FOR

BRISTOL STATION

LOCATED IN

TROLLEY RUN STATION

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRISTOL STATION
IN
TROLLEY RUN STATION**

STATE OF SOUTH CAROLINA §
 §
COUNTY OF AIKEN §

THIS DECLARATION is made on the date hereinafter set forth by Sage Mill Residential, Ltd., a Texas limited partnership, and Sage Mill Investment Property, Ltd., a Texas limited partnership, hereinafter referred to individually and collectively as Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Aiken County, South Carolina known as Trolley Run Station, which property is more particularly described on Exhibit "A" attached hereto ("TRS Development"); and

WHEREAS, Declarant has subjected the TRS Development to certain assessments, conditions, covenants, easements, reservations, and restrictions set forth in the Master Declaration (as hereinafter defined); and

WHEREAS, the TRS Development contains a variety of separate and distinct subdivisions, each of which Declarant desires to be subject to its own set of assessments, conditions, covenants, easements, reservations, and restrictions; and

WHEREAS, one of the subdivisions in the TRS Development is Bristol Station ("Bristol Station") which is more particularly described on Exhibit "B" attached hereto ("Property"); and

WHEREAS, Declarant desires to subject the Property to the assessments, conditions, covenants, easements, reservations, and restrictions herein set forth, for the benefit of the Property, additions thereto and each Owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable for the enforcement of the Declaration and the efficient preservation of the amenities in the Property, to create an Association (hereinafter defined) to which shall be delegated and assigned the power of administering and enforcing these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the assessments; and

WHEREAS, there has been or will be incorporated, a non-profit corporation created under the laws of the State of South Carolina, which shall be named the Bristol Station Homeowners' Association, Inc., whose directors will establish By-Laws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid. No more than one such non-profit corporation shall be in existence at any one time;

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold, used and enjoyed in accordance with, and be subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for, and placed upon said Property and shall run with the Property and be binding on all parties, now and at anytime hereinafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Property.

ARTICLE I. DEFINITIONS OF TERMS

The following words when used herein shall have the following meanings when capitalized (unless the context requires otherwise and the term is then not capitalized):

- A. "ARC" means the Architectural Review Committee established for the Property as set forth in Article VIII, Section A.
- B. "Annual Assessment(s)" means the assessments levied against all Lots for the purposes set out in Article XIII, Section B.
- C. "Association" means Bristol STATION HOMEOWNERS' ASSOCIATION, INC., a South Carolina non-profit corporation, its successors, assigns, or replacements which has jurisdiction over the Property, and as same may be amended.
- D. "Board" or "Board of Directors" means the duly elected Board of Directors of the Association as provided within the By-Laws.
- E. "Builder" means an individual or entity that purchases multiple Lots from the Declarant for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. "Builder" shall not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or re-constructing or replacing a Dwelling after demolition or destruction, either partial or complete.
- F. "Builder Guidelines" means a publication of the ARC that sets forth general guidelines as to various standards including but not limited to construction types, aesthetics, and exterior harmony of any and all improvements placed upon or constructed on any Lot, which publication may be amended without notice to owners.
- G. "By-Laws" means the By-Laws of the Bristol Station Homeowners' Association, Inc., as they may be amended from time to time.
- H. "Common Area" means all real property owned in fee or held in easement by the Association for the common use and enjoyment of the Owners and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.
- I. "Declarant" means Sage Mill Residential, Ltd., a Texas limited partnership, Sage Mill Investment Property, Ltd., a Texas limited partnership, and their successors and assigns, as

may be evidenced by a written instrument recorded in the Real Property Records of Aiken County, South Carolina and any other county in which all or a portion of the Property is located.

- J. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for Bristol Station or any other property brought under the control of this document.
- K. "Dwelling" means a structure or structures intended for single family residential use.
- L. "Hardscape" shall include but not be limited to such items as rocks, landscape timbers, railroad ties, fountains, statuary, sculpture, terracing materials, lawn swings, and yard art.
- M. "Homesite" means one or more Lots upon which a Dwelling may be erected subject to this Declaration.
- N. "Lot" means a parcel of the Property defined as one Lot by the recorded plat and/or any replat thereof in the Map Records of Aiken County, South Carolina, and subject to this Declaration. For purposes of voting rights, a Lot shall include all lots to be developed (whether already completed or to be developed in the future) in Bristol Station as shown on that Conceptual Masterplan for Trolley Run Station dated April 27, 2006 prepared by Wood + Partners, Inc. Homesites may be comprised of more than one Lot; each such Lot will be subject to the rights and duties of membership in the Association. There shall be an assessment due for each Lot owned as defined by the then plat of record.
- O. "Master Association" shall mean the Trolley Run Station Master Association, Inc., a South Carolina non-profit corporation, its successors, assigns or replacements, which has jurisdiction over the Property and shall share jurisdiction with each appropriate Association in each Subdivision.
- P. "Master Declaration" means that certain Master Declaration of Covenants, Conditions, and Restrictions for the TRS Development as recorded in Book ____, at Pages _____ in the Office of the Register of Mesne conveyances for Aiken, South Carolina.
- Q. "Member" means an Owner, as defined in this article, who is in good standing per Article V, Section A.
- R. "Owner" means an owner of any Lot within the Property, including a builder or builders. Persons or entities holding title to a Lot only as a lienholder shall not be an Owner for purposes of this Declaration.
- S. "Property" means all of the property subject to this Declaration, such property being specifically described on Exhibit "B" attached hereto and such additions thereto as may from time to time be made in accordance with this Declaration.
- T. "Recreational Sites" means Common Area that is set aside for use as reserves or green space.

- U. "Special Assessment" means an assessment levied under Article XIII, Section D for a specific purpose.
- V. "Supplemental Amendment" means a separate written document containing amendments or modifications to the Master Declaration and which may annex property into the TRS Development, which is recorded in the Real Property Records of Aiken, County, South Carolina and any other county in which all or a portion of the TRS Development is located.
- W. "Trolley Run Station" and/or "Trolley Run Station Development" and/or "TRS Development" means the Trolley Run Station development, containing the various subdivisions, located in Aiken County, South Carolina. *Exhibit A* may be amended if, as, and when additional land is annexed into the TRS Development by the recording of a Supplemental Amendment.

ARTICLE II. PURPOSE AND INTENT

Bristol Station is intended to be a residential subdivision that is planned to feature residential uses and provide for the common welfare of the community.

This Declaration shall serve as the means by which design, maintenance and use of the Property will be established.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

A. The Property

The Property is encumbered by this Declaration. The Property as of the date hereof is owned solely by the Declarant, who is a Member of the Association and has executed this Declaration.

ARTICLE IV. SUPPLEMENTAL AMENDMENT

A. Purpose

Declarant may subject additional property or land to the terms and provisions of this Declaration by the recording of a supplemental amendment ("Declaration Supplemental Amendment") in the Real Property Records of Aiken County, South Carolina and/or any other county where a portion of such additional property lies.

ARTICLE V. MEMBERSHIP AND VOTING RIGHTS

A. Eligibility

Eligibility to vote or serve as a director or officer shall be predicated upon a Member being in good standing with the Association. To be in good standing, the Member must have all assessments of every type and category paid up to date and have no outstanding financial obligations to the Association that are delinquent. Additionally, no Member shall be allowed

to vote or hold office if that Member is noted within the records of the Association to have a current deed restriction violation on one or more Lots.

B. Membership

The sole criterion to become a Member of the Association is to hold ownership of a Lot within the Property. This is not to imply that any holder of a mere security interest (such as a mortgagee, or holder of any other lien against property) would be a Member, unless that holder of the security interest foreclosed or accepts a deed in lieu of foreclosure and thereby became the Owner of the Property. Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Multiple owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e., one vote for, or one vote against a particular issue).

All duties and obligations set forth in this Declaration or any Supplemental Amendment are the responsibility of each Member. No waiver of use or rights of enjoyment created by this Declaration shall relieve Members or their successors or assigns of such duties or obligations. Mandatory membership shall begin with the execution of this Declaration and shall pass with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, assignee or recipient of Members.

C. Voting Rights

The Association shall have two classes of membership, Class A and Class B, as follows:

1. Class A Membership

Class A Members shall be all Members with the exception of Class B Members, if any. Each Class A Member's voting rights shall be based on the number of Lots owned and shall be determined as follows:

One (1) vote shall be granted per platted Lot.

2. Class B Membership

Class B Members shall include the Declarant, represented by its employees or representatives, and such Owners as the Declarant may, in its sole discretion, confer Class B Membership status upon. Each Class B Member's voting rights shall be based on the number of Lots owned, and shall be determined as follows:

Twenty (20) votes shall be granted per platted Lot.

Declarant shall retain control and authority to appoint all members of the Board of Directors of the Association as set out in the By-Laws. There are no elections to the Board of Directors while there are any Class B Members. Any remaining Class B Members shall be converted to Class A members after Declarant has no more Lots or January 1, 2027, whichever occurs first, and elections shall be held to elect the

members of the Board of Directors of the Association pursuant to the provisions of the Articles of Incorporation and the By-Laws of the Association.

D. Voting Procedures

Class A and Class B Members shall exercise their votes as set out in the By-Laws.

ARTICLE VI. EFFECTIVE DATE OF DECLARATION

This Declaration shall be effective as of the date this document is recorded in the Real Property Records of Aiken County, South Carolina, and any other county in which the Property is located.

ARTICLE VII. USE RESTRICTIONS

A. Residential Uses Permitted

Homesites within Bristol Station shall be used exclusively for single-family residential purposes. The term "single-family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single nuclear family, as defined below. No multi-family Dwellings may be constructed on any portion of the Property. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Homesite. It is permitted for tenants to lease a residence in Bristol Station, so long as tenants are leasing the entire land and improvements comprising the Homesite.

No Homesite shall be occupied by more than a single nuclear family. For purposes of these restrictions, a single nuclear family shall be defined as any number of persons related within the second degree of consanguinity or affinity, living with not more than one (1) person who is not so related as a single household unit and one household employee of such household unit. It is not the intent of the Declarant to exclude from a Homesite any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision contained in this Declaration is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

B. Prohibited Uses

1. No business nor business activity, whether for profit or not, shall be permitted in or on any Homesite, except that an Owner or occupant may conduct business activities that are merely incidental to the Owner's residential use within a Dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation of the Dwelling or Homesite by clients, customers, employees, subcontractors, suppliers or other business invitees or door-to-door solicitation of residents of Bristol Station; and (d) the business activity is consistent with the residential character of the Property and does not constitute a

nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Bristol Station, as may be determined in the sole discretion of the Board, without limitation. A day-care facility, church, nursery, pre-school, or other similar facility is expressly prohibited.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to other persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of the entire Dwelling solely for residential purposes shall not be considered a trade or business within the meaning of this Section. This Section does not apply to any activity conducted by the Declarant or by a Builder with approval of the Declarant with respect to its development and sale of the Property, including the operation of any model homes of the Builder used for the purpose of selling Builders homes in Bristol Station, nor any work performed by a Builder, Declarant, or Owner with respect to or in connection with the maintenance, repair or other work of a Dwelling, Homesite or landscaping. Garage sales or yard sales (or any similar vending of merchandise) conducted on any Homesite shall be considered business activity and therefore prohibited.

Except as otherwise determined by the Board, no business vehicles displaying commercial signs or advertising shall be permitted to be parked within public view in Bristol Station, other than service vehicles contracted by a Builder or owners of Homesites to perform specific services.. No vehicles with more than two axles shall be permitted to be parked or stored for a period in excess of twenty-four (24) hours in a residential section of Bristol Station, without prior written permission of the Association, whose approval will be issued at its sole and absolute discretion.

2. No livestock, domestic or wild animals, nor plants or crops shall be raised on any Homesite or the Property for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants or produce for anything of value to the seller shall constitute a sale of the merchandise and therefore prohibited under this provision.

C. Intentionally Deleted.

D. Parking and Prohibited Vehicles

No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Homesite, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) are qualified by current vehicle registration and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of South Carolina; (d) do not exceed seven feet (7'0") in height, or eight feet (8') in width; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked

so as to obstruct or block a sidewalk or be parked on a grassy area. The restriction concerning commercial advertising shall not apply to vehicles, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. Overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior written approval of the Board.

No more than four (4) vehicles (passenger cars or non-commercial trucks or vans consistent with the residential use of a Homesite) may be parked on the driveway of a Homesite at any time. Such vehicles to be parked on a Homesite must meet the restrictions of this Declaration and at all times be operable, have current license tags, state inspection stickers, and comply with current mandatory insurance under the laws of the State of South Carolina, unless otherwise completely concealed in an enclosed garage. All vehicles parked within Bristol Station shall also be maintained in a manner such that the appearance of the vehicles does not detract from the marketability and appearance of Bristol Station. No vehicle that cannot physically fit within a reasonably-sized residential garage (i.e., a garage that can accommodate a Suburban or an extended cab truck not to exceed 20 feet in length) of the Dwelling with the door closed will be construed as a vehicle incident to residential use of a Homesite. Additional rules and regulations for the use and parking on private and/or public streets may be promulgated by the Association.

Recreational vehicles, such as mobile homes, campers, and boats are not considered vehicles incident to the residential use of a Homesite and therefore are not permitted to be stored on Homesites for any period of time. A recreational vehicle with not more than two axles may be parked in front of or on the Homesite for up to twenty-four (24) hours for loading and unloading only.

Parking of any vehicle other than in a driveway of a Homesite or other paved area provided for parking for more than twenty-four (24) hours is expressly prohibited.

E. Screening

No Member or occupant of any portion of the Property shall permit the keeping of articles, goods, materials, refuse, trash or garbage containers, storage tanks, or like equipment in the open, exposed to public view, or exposed to view at grade level from adjacent Homesites. All such items must be screened from view and placed in a location first approved in writing by the ARC in both style of screening and location; provided, however, in no event shall such items be placed in the front yard of a Dwelling. Notwithstanding the foregoing, in all events such screen shall be of a height at least equal to that of the materials or equipment being stored, but in no event shall such screen be more than six feet (6') in height. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Dwellings.

F. Outside Storage and Trash Collection

No equipment, machinery, or materials of any kind or nature shall be stored on any Homesite forward of the front building line of the Dwelling situated thereon, unless the equipment,

machinery or materials is being used temporarily and is incident to repair or construction of the Homesite. All equipment, machinery, and materials shall be properly stored out of sight of every other Homesite immediately after use of such item, and all trash, debris, excess, or unused materials or supplies shall likewise be disposed of immediately off of the Homesite, or stored out of view until trash collection occurs. Trash may only be placed outside for collection the evening before collection. Such trash must be contained to protect from animals or spillage and trash cans must be removed from sight the same evening of collection.

G. Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following; provided, however, that notwithstanding the following, in no event shall any Homesite contain more than two signs at any one time:

(1) For Sale or Rent Signs. All Owners may erect one (1) sign on his Lot, not exceeding 2'x3' in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Lot advertising the property for sale or rent. No signs, even if related to sale or rent, will indicate anything regarding foreclosure or bankruptcy.

(2) Political Signs. Not more than one political sign, not exceeding 2' x 3' in area, may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within three (3) days after such election.

(3) School Spirit Signs. Signs containing information about one or more children residing in the Dwelling and the school they attend shall be permitted so long as the sign is not more than 36" x 36" and is fastened only to a stake in the ground. There shall be no more than one sign for each Dwelling with children under the age of eighteen (18) residing in the Dwelling, and said sign may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year.

(4) Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is not more than 4" x 4." There shall be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for the "Child Find" program or a similar program sponsored by a local police and/or local fire department.

All signs within Bristol Station are subject to the Builder Guidelines and Bulletins promulgated by the ARC.

A Builder and/or the Declarant may place certain information and advertising signs on Lots without the prior permission of the ARC, so long as such signs are similar to those listed as acceptable for Builder use in the Builder Guidelines promulgated by the ARC and so long as such signs do not otherwise violate this Declaration.

If any sign is placed within Bristol Station in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agents be liable for any accounting or other claim for such action.

H. Basketball Goals and Backboards

No basketball goal, net and/or backboard may be kept, placed or mounted upon any Lot or kept, placed, attached or mounted to any fence or Dwelling without prior approval by the ARC unless same is not visible from the front of the Dwelling. All basketball goals and/or backboards are subject to the Builder Guidelines and Bulletins, and reasonable Rules and Regulations as to type, location, and hours of use promulgated by the ARC. All basketball goals and/or backboards shall at all times be maintained and kept in good condition. If any basketball goal, net and/or backboard is placed within the subdivision in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such basketball goal, net and/or backboard violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agents be liable for any accounting or other claim for such action.

I. Flagpoles

No flag pole of any kind may be kept, placed, or mounted, to any fence, or upon any Lot so as to be visible from public view. Flags mounted on a standard size flag pole inserted into a bracket on a house shall be permitted provided that the location and size of any flag shall be as provided in the Builder Guidelines, but in no case may the size of the flag pole exceed five feet (5') in length. Such bracket-mounted flags shall be of the size and style intended for residential use on holidays and/or special occasions, and shall at all times be maintained and kept in good condition. If any flag pole is placed within the subdivision in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such flag violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agents be liable for any accounting or other claim for such action.

A Builder and/or the Declarant may place certain information and advertising flags on model home Lots without the prior permission of the ARC, so long as such flags are similar to those listed as acceptable for Builder use in the Builder Guidelines promulgated by the ARC. Such flags placed by a Builder or the Declarant on a Lot where a model home exists must be removed within ten (10) days after the Builder or Declarant is no longer in the Subdivision selling homes or upon sale of the model home Lot to an end user, whichever occurs first.

J. Exterior Holiday Decorations

The display of exterior holiday decorations, by way of illustration but not limited to lights, banners, flags, and wreaths, shall be subject to reasonable rules and regulations promulgated by the Association. Such rules shall address the appearance and length of time of such display. Such display shall be maintained and kept in good condition at all times. If any exterior holiday decorations are placed, or remain, within the subdivision in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such exterior holiday decoration, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agents be liable for any accounting or other claim for such action.

K. [INTENTIONALLY DELETED]

L. Common Areas

The Association, subject to the rights of the Members set forth in this Declaration and any Declaration Supplemental Amendment, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive and sanitary condition. No Member may appropriate any portion of the Common Area or any improvement thereon for his or her own exclusive use. Any Member or his or her guests, family or invitees that causes damage to the Common Area shall be financially responsible for said damage. The cost of repair, if not timely paid by the Member (within thirty [30] days) shall be assessed against the Member's Homesite, and secured by the continuous lien set forth in Article XIII, Section A of this Declaration.

M. Window Treatments

Within three (3) months of occupying a Dwelling on any Homesite, an Owner shall install appropriate window treatments in keeping with the aesthetics of Bristol Station. Appropriate window treatments would include, by way of illustration, curtains and draperies (with backing material of white, light beige, cream, light tan, or light gray), blinds or miniblinds of the same colors or natural stained wood; and/or shutters of the same colors or natural stained wood. No other window treatment color may be visible from the exterior of the Dwelling. Expressly prohibited are any temporary or disposable coverings not consistent with the aesthetics of Bristol Station, such as reflective materials, newspapers, shower curtains, sheets, towels, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for window coverings in a residential subdivision of the same caliber as Bristol Station.

N. Antennas

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Homesite, which is visible from any street, Common Area or other Lot unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the ARC. The ARC may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to

erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Property. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No Multichannel Multipoint Distribution Service ("MMDS") antenna mast may exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this section is not attempting to violate the Telecommunications Act of 1996 (the "Act"), as may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating the Act.

O. General Nuisances

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Homesites, Recreational Sites or Common Area or any homesites, recreational sites or common areas in the TRS Development.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on the Property, unless required by federal, state or local regulation. The use and discharge of firearms and other fireworks is prohibited within the Property

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Homesite. The pursuit of hobbies or other activities including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any visible part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

P. Tree Removal

Prior to initial construction of a residence, removal of any tree with a caliper of ten inches (10") or more measured twelve inches (12") from the base of the tree shall require approval of the ARC.

After initial construction of a residence, no trees greater than ten caliper inches (10") to be measured at a point twelve inches (12") above grade shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ARC. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Association may determine necessary, in its sole discretion, to mitigate the damage.

Q. Animals and Pets

No animals, livestock (including swine of any kind) or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that domesticated dogs, cats, or other usual and common household pets, not to exceed a total of two (2) pets, may be permitted in a Dwelling. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. No pets are permitted to roam free. If, in the sole discretion of the Association, any pet endangers the health, makes noise objectionable to, or constitutes a nuisance or inconvenience to, the Owners of other Dwellings or the owners of any portion of the Property it shall be removed upon request of the Board. If the Owner fails to honor such request, the Board may petition the appropriate governmental authorities for the removal of the animal and/or may bring such judicial actions as necessary for the enforcement of this provision. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs and cats shall at all times whenever they are outside a Dwelling be confined on a leash held by a responsible person.

R. Swimming Pools/Spas

No above ground swimming pools are permitted. All swimming pools and spas require architectural approval as set out in Article VIII herein.

S. Out Buildings/Accessory Buildings

No out building and/or accessory building (including, but not limited to sheds, greenhouses, gazebos, play houses, shade trellis) shall be constructed or placed within Bristol Station without the prior written approval of the ARC. The ARC shall have the right without the obligation to promulgate rules, regulations and guidelines regarding the size, quality, location and type of these structures.

T. Deed Restriction Enforcement

1. Authority to Promulgate Rules and Regulations

The Board of Directors has the authority to promulgate reasonable rules and regulations concerning enforcement of the covenants and restrictions contained in this Declaration, or any Declaration Supplemental Amendment.

2. Attorney's Fees and Fines

In addition to all other remedies that may be available, the Association has the right to collect attorney fees and/or fines as set by the Board from any Owner that is in violation of this Declaration, or any Declaration Supplemental Amendment, the Builder Guidelines, or any other rule or regulation promulgated by the Association.

3. Remedies

Every Owner shall comply with all provisions of this Declaration, the By-Laws, and the rules and regulations of the Association, all other dedicatory instruments of the Association and any amendments or supplements to any of the foregoing. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Association may avail itself of any and all remedies provided in this Declaration, any Declaration Supplemental Amendment, the By-Laws or any other dedicatory instruments.

4. Enforcement by Owners

Each Owner is empowered to enforce the covenants in a legal manner.

U. Easements

1. Utilities and General

There are hereby reserved unto Declarant, so long as the Declarant owns any property in the TRS Development, the Association, and the designees of each (which may include, without limitation, Aiken County and any utility) access and maintenance easements upon, across, over, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining cable television systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on any property now in or later added to the TRS Development that Declarant owns or within easements designated for such purposes on recorded plats of the Property. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Dwelling; any damage to a Homesite resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person or entity exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Homesite.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, wastewater supplier, electric company, cable company and natural gas supplier easements across all the Common Area for ingress, egress, installation, reading, replacing, repairing and maintaining utility meter boxes, installation equipment, service equipment, and any other device, machinery or equipment necessary for the proper functioning of the utility; however, the exercise of this easement shall not extend to unauthorized entry into the Dwelling on any Homesite, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board of Directors or Declarant.

2. No Liability for Flood Water

Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

3. Easements to Serve Additional Property

The Declarant and its duly authorized agents, representatives, and employees, as well as its designees, successors, assignees, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Area for the purposes of enjoyment, use, access and development of any property within the TRS Development, whether or not such property is made subject to this Declaration. This easement includes but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities.

4. Monuments

The Association is hereby granted an easement to place, maintain and repair a monument or marker at any entrance to Bristol Station. The Declarant has the right, but not the obligation to place a monument or marker at any entrance to Bristol Station.

ARTICLE VIII. ARCHITECTURAL RESTRICTIONS

A. Architectural Review Committee - "ARC"

The initial ARC shall be composed of three individuals designated by Declarant, one of whom may be designated as Representative to act on behalf of the ARC. The Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. The Declarant shall retain the right of ARC appointment until the earlier of:

1. the Declarant does not own any property within the TRS Development, or
2. when the Declarant so desires to relinquish its authority over ARC appointment.

At such time, the Board of Directors shall have the right to replace such ARC members by duly appointing three Owners in good standing with the Association. The Board of Directors reserves the right to appoint replacements as necessary by reason of resignation, removal or

incapacity. Members of the ARC shall serve at the pleasure of the Board of Directors. Their removal and/or appointment shall be at the sole discretion of the Board of Directors.

The Board of Directors shall have the right to renew any action or non-action taken by the ARC and shall be the final authority.

B. ARC Approval Required

Unless required to comply with applicable laws, rules and/or regulations, including the Americans with Disabilities Act, and fire and rescue regulations, no buildings, additions, Hardscape in the front yard, modifications or improvements shall be erected, placed or performed on any Homesite until the construction plans and specifications including, but not limited to, the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved in writing by the ARC as hereinafter provided. Builders may submit their design plans as master design plans, which plans shall include all specifications, including specifications as to brick color and paint color, that may be used when building each design. The ARC or Board of Directors may, at its sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect experienced and qualified to review same, who may then render an opinion to the ARC or Board of Directors. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the design of the improvement or the ultimate construction thereof. In the event the ARC fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be disapproved, subject to compliance with this Declaration as recorded. The ARC or its assignee, at its sole discretion and to the extent herein not expressly prohibited by this Declaration and any Supplemental Amendment, is hereby permitted to approve in writing deviations in the use restrictions set forth in Article VII in instances where, in its judgment, such deviations will result in a more common beneficial use and enhance the overall development plan for the Property. In the event the ARC fails to approve a written request for a deviation in the general use restrictions within thirty (30) days after receipt thereof, such request shall be deemed to be disapproved. The approval of a deviation in the general use restrictions by the ARC does not obligate the ARC to approve a similar deviation at a later time. Notwithstanding any other provision contained herein, any Dwellings, additions, or improvements erected or placed on any Homesite shall be deemed to comply with the building requirements of the ARC and related covenants contained in the Declaration unless the ARC so notified the Owner in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the ARC or Declarant to enforce the continuing restriction of use contained herein.

The ARC shall have authority to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Property, where such actions have not first been reviewed and approved, constitute a violation of this Declaration, the Builder Guidelines or any other documents promulgated by the ARC. The violating Owner shall remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with this Declaration, Builder Guidelines, ARC documents and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the

Association may assess fines as provided in Article XVI, Section F and may continue to assess such fines until ARC approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved.

Written notice may be delivered to Owner or any agent or contractor with apparent authority to accept same and notice shall be binding on Owner as if actually delivered to Owner.

The ARC or its agents or assigns shall have the right, but not the obligation, to enter the Property to determine if violations of this Declaration, the Builder Guidelines, or any other documents promulgated by the ARC exist. In so doing, the ARC shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

The ARC shall have the right to set time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days [after which date a new approval must be obtained] from approval of the plans to commence construction and nine (9) months from the commencement date to complete construction.

The ARC has the right to charge a reasonable review fee, to be established by the Board of Directors, for review of any plans or specifications submitted for approval to the ARC.

C. Building Setbacks

No Dwelling or other structure shall be erected nearer to any street or property line than that allowed by the applicable plat or other recorded documents unless first approved in writing by the ARC. All Dwellings shall be oriented to the front of the Lot. Driveways shall be permitted to be placed within a setback as approved by the ARC. In the case of a conflict between the terms of this Declaration, and the recorded plat for the Property, the more restrictive will control. All Lots shall have a minimum rear setback such that there is no encroachment on a recorded utility easement.

The ARC shall have the right to grant variances for a Lot where the above Building Setback requirements cannot be met, including but not limited to when such a variance is necessary due to aesthetic considerations, hardship, environmental and topography concerns.

D. Minimum Square Footage

All Dwellings must contain a minimum of 2500 square feet of living area which shall not include porches, garages or other non-air conditioned areas.

E. Landscaping

All open, unpaved space in a Homesite, other than specifically designated landscaping areas, including but not limited to front, side, and rear building setback areas, shall be fully sodded with grass, electronically irrigated and landscaped in accordance with minimum standards set by the ARC. The foregoing sodding, irrigation, and landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property.

F. Grading and Drainage

Topography of each and every Homesite must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Homesite itself or any other Homesites, whether adjacent to the subject Homesite or not. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Homesite, or because of excess runoff caused by their own irrigation system, shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

Owner shall be responsible for ensuring that all local, state and federal rules and regulations regarding drainage and run-off are met.

G. Temporary Structures

Temporary structures may only be erected on undeveloped Property by Builders or the Declarant with the prior approval of the ARC. Even temporary structures shall be maintained in good condition and all construction debris shall be limited to the Lot where the construction is occurring. Time limitations for such structures are limited to the period of active and exclusive construction and sales within Bristol Station.

H. Garages

Dwellings must have either an attached or detached garage capable of housing a minimum of one (1), and a maximum of four (4) full size vehicles; provided, however, that garages providing for more than three (3) full size vehicles shall not have more than two garage stalls facing the street or streets upon which the Dwelling is located, unless such Dwelling is located on a corner lot. Garages are required to maintain fully operational overhead doors which are in good condition at all times.

I. Driveways

No Homesites shall have a driveway entrance from Trolley Run Station Boulevard, Catenary Boulevard, or other major spine road within the Trolley Run Station Development.

J. Fences

On all Lots, rear fencing shall be required and shall be of a material and design in accordance with the Builder Guidelines and as approved by the ARC. On all corner Lots, unless otherwise agreed by the Board in the event a Dwelling is angled, fencing on the side of the

Lot facing the street shall be required and shall be of a material and design in accordance with the Builder Guidelines and as approved by the ARC. Side fences on any Lot shall not extend forward beyond 1/3 of the depth of the Dwelling on such Lot measured from the back of such Dwelling. Unless mandated otherwise by the topography of a specific Lot, the maximum height of any fence shall be six feet six inches (6'6") from the grade of the mid-point of the applicable Lot. Owner shall be responsible for the maintenance, repair and/or replacement of all fences in existence at time of transfer from Builder to Owner. It shall be the responsibility of each Owner to maintain in good working condition all gates in accordance to standards set by the City and County where the Property or any portion thereof is located, and the State of South Carolina. All fencing shall be no less than 6 feet and no more than 8 feet tall. Fencing facing any street must be of a consistent height with adjoining fencing with the finished side facing the street. Unless otherwise agreed by the Board, all fencing shall: (i) be made of pressure treated cedar or pine, (ii) be either unstained or stained clear, and (iii) consist of posts not less than 8 feet long buried at least 24 inches in the ground with 6 inch notched-topped pickets. Fencing between two Lots shall either be placed: (i) on the property line with the property owners of such Lots entering into a fence agreement covering, among other things, the ownership of such fence and the initial cost, and ongoing maintenance and replacement cost, of such fence, or (ii) not more than 6 inches off the property line with the Owner whose Lot on which the fence is located being the owner of such fence and being responsible for all costs related thereto.

ARTICLE IX. MAINTENANCE

A. General Maintenance

Each Owner shall maintain and keep in good repair his or her Dwelling and all structures, parking areas, sidewalks, and other improvements comprising the Homesite. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked or damaged in any manner. ARC prior approval shall be required for modifications to structures and repainting unless paint colors duplicate the original approved colors. Grass, vegetation and weeds on each Homesite shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs shall be presumed to be unattractive.

B. Landscape

In the event any Owner of any Homesite within the Property fails to maintain the landscaping, grass or vegetation of a Homesite in a manner consistent with the overall standard established within the Property, in the sole discretion of the Board of Directors, the Association, after ten (10) days notice to the Owners of the Homesite setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right but not the obligation, through its agent, contractors and/or employees, to enter upon said Homesite or Building Site and to maintain, cut, trim and/or restore such landscaping, grass or vegetation at the cost of the Owner. The cost of repair, if not timely paid by the Owner (within thirty [30] days) shall be assessed against the Member's Homesite, or Unit and secured by the continuous lien set forth in Article XIII, Section A of this Declaration.

C. Dwelling Exterior

In the event any Owner of any Homesite fails to maintain the exterior of the Homesite, including the exterior of the Dwelling or other structures and the parking areas in a manner consistent with the overall standard established within the Property, in the sole discretion of the Board of Directors, the Association, after thirty (30) days' notice to the Owner of the Homesite setting forth the action intended to be taken by the Association and after approved by a two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Homesite and to repair, maintain, or restore the exterior of the Dwelling, other structure or parking areas at the cost of the Owner. The cost of repair, if not timely paid by the Owner (within thirty [30] days) shall be assessed against the Member's Homesite, and secured by the continuous lien set forth in Article XIII, Section A of this Declaration.

D. Other Hazards

To the extent necessary to prevent rat infestation, diminish fire hazards and/or diminish hazards caused by structural damage, the Association shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter any unoccupied Dwelling, or other improvement located upon such Homesite, without notice to take the action necessary to prevent such rat infestation, diminish such fire hazards or diminish hazards caused by structural damage.

E. Liability, Cost and Approval

Neither the Association nor its agents, contractors, or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance, landscaping or other work authorized in this article. The cost of such exterior maintenance, interior hazard diminution, landscaping and other work shall be the personal obligation of the Owner of the Homesite on which it was performed and shall become part of the assessment payable by the Owner and secured by the lien retained in this Declaration. Alternately, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring said Homesite into compliance with these restrictions.

All Members' replacement, repair and restoration practices as to the improvements or any part thereof on Property within Bristol Station, including, but not limited to, repainting, replacing broken windows, or replacing the Dwelling's roof, are subject to the prior approval of the ARC and must comply with all Builder Guidelines which may change from time to time, as found necessary and appropriate in its sole discretion.

ARTICLE X. STANDARDS AND PROCEDURES

The ARC shall establish and promulgate the Builder Guidelines, which the ARC may modify or amend as it deems necessary and appropriate for the orderly development of the Property and Bristol Station, including but not limited to, those portions of the Builder Guidelines regarding workmanship, materials, building methods, living area square footage, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. The Builder Guidelines may be amended by the ARC without notice, but they shall not be applied retroactively to reverse a

prior approval granted by the ARC or the Association to any Owner or prospective purchaser of any Homesite. The rules, standards, and procedures set forth in the Builder Guidelines, as same may be amended from time to time, shall be binding and enforceable against each Owner in the same manner and any other restriction set forth in this Declaration.

ARTICLE XI. VARIANCES

The Board, upon the recommendation of the ARC, may authorize variances from compliance with any of the architectural provisions of this Declaration, any amendment, Supplemental Amendment, and/or Builder Guideline unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or other applicable document shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or other applicable document for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owners obligation to comply with all applicable governmental laws and regulation. In the event the ARC or the Board of Directors fails to approve a written request for a variance within thirty (30) days after receipt thereof, such request shall be deemed disapproved.

No granting of a variance shall be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration. Action of the ARC or Board of Directors in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

ARTICLE XII. LIMITATION OF LIABILITY

Neither Declarant, the Association, the ARC, the Board, nor any of the respective officers, agents, managers, partners, directors, members, successors or assigns of the above, shall be liable in damages or otherwise to anyone who submits matters for approval to any of the above parties, or to any Owner affected by this Declaration by reason of mistake of judgment, negligence, gross negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any matters requiring approval hereunder. Approval by the ARC, the Board, or the Association, or any of its respective officers, agents, managers, partners, directors, members, successors or assigns, is not intended as any kind of warranty or guarantee as to the integrity or workability of the plans nor the contractors used.

ARTICLE XIII. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments

The Owners of each Lot, by virtue of ownership of Property within Bristol Station, covenant and agree to pay to the Association:

1. Annual Assessments
2. Special Assessments

The Owners of each Lot, by virtue of ownership of Property within Bristol Station, also covenant and agree to pay to the Master Association:

1. Annual Assessments as provided in the Master Declaration
2. Special Assessments as provided in the Master Declaration

The Annual and Special Assessments payable to the Association and to the Master Association, together with late charges, attorney's fees, interest and costs shall be a charge and continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with late charges, attorney's fees, interest and costs, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

B. Purpose of Assessments

Annual and Special Assessments levied by the Association shall be used for any legal purpose for the benefit of all Owners as determined by the Board of Directors and, in particular, may by way of example and not limitation or obligation include maintenance, repair or improvement of any Common Area, parkways, private streets and roads, esplanades, setbacks and entryways, police and patrol service, fire protection, emergency medical service, street cleaning, street lighting, mosquito control, garbage collection, other services as may be in the Property's and Owner's interest and for promotion of the recreational interests of the Members which may include payment for recreational improvements on recreational sites, reserves and/or Common Area. Parkway, streets, roads, esplanades, setbacks and entryways that are not contained in any Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members. Such shared agreements for maintenance and improvement shall require the consent of a majority of the total number of directors of the Association. Additionally, assessments levied by the Association may be used, in the sole discretion of the Association, to pay the Association's fair allocation for maintenance costs for the participation in any agreement among other property owners' associations (whether residential, multi-family, commercial or mixed use) in the area and for consolidated programs that provide consistency and economics of scale. Approval to enter into such agreements shall require a majority vote of the Board.

Annual and Special Assessments levied by the Master Association as provided in the Master Declaration shall be used for any legal purpose for the benefit of the TRS Development as determined by the Master Association's Board of Directors and, in particular, may by way of example and not limitation or obligation include maintenance, repair or improvement of any Common Area (as defined in the Master Declaration), parkways, private streets and roads, esplanades, setbacks and entryways, police and patrol service, fire protection, emergency medical service, street cleaning, street lighting, mosquito control, garbage collection, other services as may be in the TRS Development and Owner's (as defined in the Master Declaration) interest and for promotion of the recreational interests of the Members which may include payment for recreational improvements on recreational sites, reserves and/or Common Area (as defined in the Master Declaration). Parkway, streets, roads, esplanades, setbacks and entryways that are not contained in any Common Area (as defined in the Master Declaration) may be included in the Master Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Master Association's Members. Such shared agreements for maintenance and improvement shall require the consent of a majority of the total number of directors of the Master Association. Additionally, assessments levied by the Master Association may be used, in the sole discretion of the Master Association, to pay the Master Association's fair allocation for maintenance costs for the participation in any agreement among other property owners' associations (whether residential, multi-family, commercial or mixed use) in the area and for consolidated programs that provide consistency and economics of scale. Approval to enter such agreements shall require a majority vote of the Board.

C Annual Assessment

Each Lot constituting a part of the Property shall be subject to the Annual Assessments, as follows:

1. Creation

Payment of the Annual Assessments to the Association and the Master Association shall be the obligation of each Owner and shall constitute a lien on the Lot(s), binding and enforceable as provided in this Declaration.

2. Rate

Within a reasonable time after the recordation of this Declaration, the Board may meet and establish a budget for the Association for that portion of the calendar year then remaining, which budget will set forth the Board's reasonable estimate of all expenses which the Association will incur in such operation and maintenance of the Association for the remainder of such year. Declarant shall elect annually in writing to subsidize the approved budget for the subsequent year by paying the difference between the total approved budget for the year less the total amount due by Class A Members, or elect to pay assessments at the rate of fifty percent (50%) of the amount assessed other Class A Members for each Lot owned. Declarant is required to provide written notice of its election to the Board each year by October 1. Otherwise, each Lot owned by Declarant will be billed at the rate of fifty percent (50%) of the assessment of other Lot Owners. A Builder may be assessed up to 100% of the

assessment due from Class A Members starting nine (9) months after Builder's initial purchase of the Lot.

3. Commencement

For purposes of calculation, the initial Annual Assessments for a given Lot shall commence on the first day of the first month following the date of the first sale of a Lot to a party other than Declarant. Annual Assessments shall be due in advance no later than January 1 for the coming year and shall be in default if not paid in full as of January 31 of each year.

4. Proration

An Owner's initial Annual Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the date the Owner, other than Declarant, acquires title to the Lot. The Annual Assessments for any year after the first year shall be due and payable on the first day of January. Any Owner who purchases a Lot or Lots after the first day of January in any year shall be personally responsible for a pro-rated assessment amount for that year.

5. Levying of the Assessment

The Annual Assessments shall be levied at the sole discretion of the Board and the Board of the Master Association, as applicable. The applicable Board shall determine the sufficiency or insufficiency of the then current Annual Assessment to reasonably meet the expenses for providing services and capital improvements in Bristol Station and may, at its sole discretion and without a vote by the Members, increase or decrease the Annual Assessment in an amount up to twenty percent (20%) over the previous year's Annual Assessment. The Annual Assessment may only be increased or decreased by more than twenty percent (20%) over the preceding year's assessment if such increase or decrease is approved by a majority vote at a meeting of the Members called for said purpose at which a quorum is present in person or by proxy. The Annual Assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Members representing a majority of the members present at a meeting called for said purpose at which a quorum is present in person or by proxy.

D. Special Assessments for Capital Improvements

In addition to the Annual Assessments authorized above, the Association and the Master Association, as applicable, may levy a Special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area or any unusual, infrequent expense benefiting the applicable Association, provided that any such assessment shall have the approval of both a majority of the Class A Members and Class B Members present at a meeting duly called for this purpose at which a quorum is present. Such Special Assessments will be due and payable as set forth in the resolution authorizing such assessment and shall be levied only against those Owners subject to the Annual Assessment as set forth in Section C hereof and

shall be pro rated in accordance therewith. In no event will such Special Assessment be due less than thirty (30) days from the invoice date.

E. Collection and Remedies for Assessments

1. The assessments provided for in this Declaration and the Master Declaration, together with late charges, attorney's fees, interest and costs as necessary for collection, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late charges, attorney's fees, interest and costs, shall also be the personal obligation of the Owner of the land at the time the assessment became due. This personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Owner shall have thirty (30) days from the date of the written notice from the Association to cure a past due assessment before the Association may exercise the remedies set forth in this Article.
2. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a per annum rate equal to the lesser of (1) eighteen percent (18%) or (2) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by reason of non-use or abandonment.
3. In order to secure the payment of the assessments hereby levied, an assessment lien is hereby reserved in each deed from the Declarant to the Owner of each Lot in Bristol Station, which lien may be foreclosed upon by the applicable provisions of South Carolina law; each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien, maintain an action at law to collect the amount owed, or allow the lien to accrue.
4. **Notwithstanding anything to the contrary herein, the Association will be responsible for timely collecting any Annual and/or Special Assessments on behalf of the Master Association and then timely paying such collected Annual and/or Special Assessments to the Master Association.**

Although no further action is required to create or perfect the lien, the Association may, as further evidence, give notice of the lien, by executing and recording a document setting forth the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The Association shall also have the right but not the obligation to notify a delinquent Owner's lender, in writing, of such Owner's delinquency and default.

At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid for such Property at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period Property is owned by the Association following foreclosure, (1) no right to vote shall

be exercised on its behalf; (2) no assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorney's fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of assessments in default inclusive of interest, late charges and attorney's fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

F. Subordination of the Lien to Mortgage

The lien for assessments, including interest, late charges, costs and attorney's fees, provided for herein shall be subordinate to the lien of any purchase money mortgage or any mortgage securing construction financing on any Lot or Homesite. The sale or transfer of any Lot or Homesite shall not affect the assessment lien. The sale or transfer of any Lot or Homesite shall not relieve such Lot or Homesite from lien rights for any assessments thereafter becoming due. Purchase money or construction mortgagees of record or other purchasers of a Lot or Homesite which obtain title pursuant to judicial foreclosure of the mortgage or deed in lieu thereof, shall not be liable for the share of the assessments or other charges by the Association chargeable to such Lot or Homesite that became due prior to such acquisition of title. However, from the date of foreclosure forward such assessments shall again accrue and be payable to the Association by said mortgagee.

G. Exempt Properties

The following are exempt from payment of assessments under this Declaration: Schools, churches and recreational facilities and reserves. All properties dedicated to any accepted use by a municipal county, federal, or other governmental authority and all properties owned by charitable or non-profit organizations that are exempt from taxation by federal laws shall be exempt from the assessments created herein and the Owners thereof shall have no voting rights with respect thereto.

H Notice of Delinquency

The Association or its agent or designee may, but shall not be obligated to, give a written notice of the assessment to any Owner who has not paid an assessment that is due under this Declaration or the Master Declaration. Such notice must be mailed to the Owner's last known address. The address of the Lot or Homesite shall be presumed to be the address for proper notice unless written notice of another address shall be provided by the Owner to the Association. The Owner shall have thirty (30) days from the date of the written notice from the Association to cure a past due assessment before the Association may exercise the remedies set forth in this Article.

ARTICLE XIV. MODIFICATION AND TERMINATION OF COVENANTS

This Declaration may be amended, modified, or terminated by the filing of a recorded instrument executed by the Association or its legal representatives, successors or assigns. So long as Class B membership exists, approval of 66 2/3% of the combined total votes of Class

A and Class B Membership shall be required to amend, modify or terminate this Declaration. However, the Declarant may unilaterally amend this Declaration at any time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots and Homesites, (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Homesites; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots or Homesites; provided, however, any such amendment shall not adversely affect the title to any Lots or Homesites unless the Owner shall consent thereto in writing. After the termination of Class B membership, approval by Owners representing a majority of the Lots shall be required to amend, modify or terminate these restrictions and covenants. Upon approval by the Owners representing a majority of the Lots, as set out above, and the Association's joinder and approval of said declaration (as evidenced by the President's or Vice-President's signature) the amendment to this Declaration shall be recorded in the Real Property Records of Aiken County, South Carolina, whereupon the Declaration, as amended, shall be the governing and controlling instrument.

For so long as there is a Class B membership, Declarant reserves to itself and shall have the continuing right, at anytime, and from time-to-time, without the joinder or consent of any Owners, entity, Lender or other person to amend this Declaration for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, and to meet any requirements specified by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association and any other similarly secured or guaranteed mortgage agency or authority with an interest in any loan related to the Properties; provided however, any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration, and shall not impair or materially adversely affect the vested property or other rights of any Owner or his Mortgagee. Specifically related thereto, so long as there is a Class B membership, for any property subject to this Declaration in which the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association or other similarly secured or guaranteed mortgage agency or authority shall have approved said property for its loan program, neither this Declaration nor any Declaration Supplemental Amendment particular to said property shall be amended without the prior approval of such agency or authority. However, this limitation of amendment to the Supplemental Amendments related to said particular property shall not limit the rights of the Declarant pertaining to the Declaration as otherwise herein reserved.

ARTICLE XV. ALTERNATE DISPUTE RESOLUTION

A. Dispute Resolution

Articles of Incorporation, By-Laws, and this Declaration shall likewise be available for inspection, by appointment during normal business hours by any Member at the office of the Association for any proper purpose as set forth in the By-Laws.

H. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

I. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association shall administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

J. Current Address

Owners are required to notify the Association of their current address at all times. If an Owner fails to notify the Association of their current address, the Association shall use the address of the Lot or Homesite as the current address.

K. Security

NEITHER THE ASSOCIATION, THE MASTER ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, MASTER ASSOCIATION, DECLARANT OR ANY SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, THE MASTER ASSOCIATION, EITHER OF THEIR BOARDS OF DIRECTORS, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE

MASSTER ASSOCIATION, THEIR BOARDS OF DIRECTORS, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE MASTER ASSOCIATION, THEIR BOARD OF DIRECTORS, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 16th day of May, 2007.

DECLARANT:

Sage Mill Residential, Ltd. a Texas limited partnership

By: RDRF Aiken, LLC, its General Partner

By: RMF
Name: Richard Fine
Title: Manager

WITNESSES:

[Signature]
Witness:

Louise B. Fryklund
Witness

Sage Mill Investment Property, Ltd. a Texas limited partnership

By: RDRF Aiken, LLC, its General Partner

By: RMF
Name: Richard Fine
Title: Manager

WITNESSES:

[Signature]
Witness:

Louise B. Fryklund
Witness

STATE OF TEXAS)
))
COUNTY OF HARRIS))

ACKNOWLEDGMENT

I, DEBORAH A PAYNE, Notary Public for the State of TEXAS, do hereby certify that the above-named RICHARD FINE, as Manager of RDRF Aiken, LLC, the General Partner of both Sage Mill Residential, Ltd. and Sage Mill Investment Property, Ltd., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 16 day of May, 2007.

[Signature]
Notary Public for _____
My commission expires _____

(NOTARY SEAL)

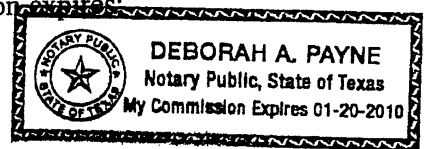


EXHIBIT A

TROLLEY RUN STATION
1531.59 ACRES

DESCRIPTION OF "PROPERTY": A 1531.59 -ACRE TRACT OF LAND

SMR Tract 1 of approximately 1,076.89 acres, SMIP Tract 2 of approximately 220.59 acres, SMIP Tract 1 of approximately 238.07 acres and SMR Tract 2 of approximately 159.38 acres.

SAVE AND EXCEPT:

Wetland Tract of approximately 163.34 acres, all as identified, labeled and shown on that certain Overall Boundary Survey of five tracts of land to be known as Trolley Run Station prepared for Sage Mill Residential, Ltd. and Sage Mill Investment Property, Ltd. by Hass & Hilderbrand, Inc., recorded on February 3, 2006 in Plat Book 50, Page 906, Register of Mesne Conveyances, Aiken County, South Carolina.

EXHIBIT B

ALL those certain pieces, parcels or lots of land, together with all improvements thereon, situate, lying and being in the State of South Carolina, County of Aiken, and being shown and designated as Lots B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, B-21, B-22, B-23, and B-24, Block B, Bristol Station at Trolley Run Station as shown on a plat prepared by Hass & Hilderbrand, Inc. dated November 16, 2006, revised January 22, 2007 and recorded in the RMC Office of Aiken County, South Carolina, on May 25, 2007, in Plat Book 52, Page 747 (the "Property"). Said plat is incorporated herein by reference and made a part and parcel hereof, and should be referred to for a more complete and accurate description as to the location, metes, bounds and courses of said parcels.