

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

DECLARATION OF COVENANTS

This DECLARATION OF COVENANTS is made this 14th day of June, 2010, by PROVINCE INVESTMENTS, LLC (hereafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being further described as follows:

Parcels 1 through 5 of Exhibit "A" attached hereto the same being a part of all that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, in the Townville School District, being known and designated as Tract A-1A (302-00-01-074) per plat recorded in Plat Book A964, page 10, Records of Oconee County, South Carolina; and further a part of Tract A-2 (302-00-01-069), as recorded in Plat Book A863, pages 6 and 7, Records of Oconee County, South Carolina, reference to which is invited for a more complete and accurate description. This being a part of property conveyed unto Province Investments, LLC by Deeds from Province Development, Inc., recorded in Deed Book 1302, page 322; and Deed Book 1258, page 202, Records of Oconee County, South Carolina.

WHEREAS, Declarant desires to enhance and preserve the value of the Property; and

NOW, THEREFORE, the Declarant hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to the following additional covenants, restrictions and easements, all of which are in furtherance of a plan for improvement and sale of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined), his heirs, successors, and assigns.

DECLARATION OF COVENANTS:

1. The exterior of all structures to be constructed on any of said lots shall be completed within one (1) year from date that construction begins. Outside landscaping must also be completed within the one (1) year time period, completed landscaping meaning that all areas are covered with natural growth, grass, sod, shrubs, trees and/or mulch. No bare dirt shall be exposed except during construction.
2. No dwelling shall contain less than 1,800 square feet of heated living area exclusive of basement, garages, covered walks, open and/or screened porches, patios, terraces, pool or other similar areas.
3. No inoperative cars, motorcycles, trucks, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lots.
4. No mobile homes, house trailers, modular, prefab home or homes constructed in whole or in part off of any Lot will be allowed on any Lot. No structure of a temporary nature shall be used as a residence either temporarily or permanently (including but not limited to recreational campers, vehicles, trailers, basements, tents, shacks, or barns). The owner may erect a detached garage if the structure is fashioned in appearance and likeness to the design of the main residence. A detached barn may be built fashioned as a barn and different in likeness and design from the main residence.
5. No industrial or commercial vehicles, including without limitation dump trucks, moving vans, step vans, buses and lowboy trailers shall be allowed to park or remain on the Property, except for so long as necessary for use in connection with ongoing construction. An exception shall be made for working farm machinery and implements and trailer for transport of such equipment and implements.
6. No parcel shall be subdivided into Lots smaller than five (5) acres.
7. Except during the construction of permanent improvements thereon, no Owner shall excavate or extract earth from any lot for any business or commercial purpose or otherwise. No elevation changes shall be permitted which materially affect surface grade of surrounding lots. No lot clearing or waste debris shall be disposed of by burning or burying on any Lot with the exception that brush and debris from routine farm operation may be piled and burned in a timely manner.

8. Driveways, landscaping and the general appearance of an owner's lot shall be maintained in good order.

9. Garbage and trash - No trash, garbage, or other waste material or refuse shall be placed or stored on any Lot except in covered sanitary containers. All such sanitary containers must be stored in each home, or within an enclosure designed therefore, which must be at least five (5) feet from any Lot line.

10. The lots may be used for normal agriculture and farming operations, including livestock, pets, gardens and field crops provided they do not become a nuisance to other tracts covered under these restrictions. Commercial hog and contained poultry operations are strictly prohibited. This limitation does not include chickens or pigs kept as pets or as a hobby.

11. All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot. There shall be an exception for home-based businesses involving no retail traffic or storage of inventory or equipment, network marketing, direct marketing, and private music, art or other similar lessons given to not more than two students at a time. Also exempt is use of a residence for listing a business office with the Secretary of State for a corporation or other entity formed under the laws of one of the states of the United States. No business signs shall be permitted in conjunction with the above permitted exceptions.

12. Neither junk nor household appliances shall be kept, stored or repaired in plain view on any lot, except that such may be kept, stored, or repaired in an enclosed building so as not to be subjected to view by lot owners or from roads.

13. Clotheslines – Clothes lines must be neat, orderly and in good repair.

14. Timber may be harvested in a clearcut operation for the following reasons: 1) construction of a permanent dwelling, decking or driveway where the clearcut area shall not exceed fifteen (15) feet in all directions from the structure or driveway; (2) conversion of a wooded area to pasture, cropland or landscaped yard. Conversion to pasture, cropland or landscaped yard must be accomplished within twenty-four (24) months. Timber harvests which do not fall into the above exceptions must be conducted by selective harvest leaving at least 45 square feet of basal area per acre.

15. No lot shall be used in whole or in part for any illegal activity. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, or the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing or material shall be kept on any lot, subject to Item 10 hereof, that will emit foul or obnoxious odors or that shall cause noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

16. After an Owner closes his purchase on any parcel the only signs permitted will be: (a) a professionally prepared sign for identification purposes (not more than one square foot in area); and (b) a single sign to sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than four square feet in size.

17. There shall be no discharge of firearms within two hundred (200) yards of an adjoining property.

Enforcement of these covenants shall be by an action at law or in equity to recover such damages as reasonably sustained by the alleged violation, including court costs and attorney's fees, and to prevent the alleged or attempted violation by temporary and permanent injunction. No failure to enforce these restrictions as to any violation shall be deemed a waiver of the right to enforce these restrictions in the event of a future violation.

These restrictions shall run with the land and be binding upon the heirs and assigns of the respective parties. These restrictions shall be binding for a period of twenty-five (25) years from the date of the first deed recorded out of the original property and then shall be automatically extended for successive ten (10) year periods unless a majority of the then owners of the tracts as then subdivided shall by a recorded instruction agree to modify, change or abandon said restrictions in whole or in part.

Invalidation of any one of these covenants by judgment or court order in no way affects any of the other provisions which shall remain in full force and effect.

These deed restrictions shall apply to tracts 1, 2, 3, 4 & 5 originating out of TMS 302-00-01-069 and 302-00-01-074, property along Coneross Point Drive and Highway 24 by way of legal recorded instrument at time of Closing.

WITNESS our hands and Seals, this 14th day of June, in the year of our Lord Two thousand Ten.

**Province Investments, LLC by
Province Development, Inc.
Manager**

By: _____
David B. Swales, Sr.
President

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ACKNOWLEDGEMENT

I, _____ a Notary Public for South Carolina, do hereby certify that David B. Swales, Sr., Officer of Province Development, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 14th day of June, 2010.

My commission expires: _____