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DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, SC

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BY ABIGAYLE LANIER CLERK

STATE OF SOUTH CAROLINA

COUNTY OF YORK

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MAGNOLIA

WHEREAS, ULAI, Inc. (hereinafter called the "Declarant"), is the fee simple owner of certain real property located in York County, South Carolina, and desires to establish on a portion thereof a community consisting of residential dwellings to be known at Magnolia (hereinafter called "Magnolia") and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Magnolia.

WHEREAS, Declarant desires to insure the attractiveness of Magnolia and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Magnolia and to provide for the maintenance and upkeep of all common areas in Magnolia. To this end the Declarant desires to subject the real property described herein, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Declarant further desires to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the common areas in Magnolia, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created in order to efficiently preserve, protect and enhance the values and amenities in Magnolia to insure the residents' enjoyment of the specific rights, privileges and easements in the common area, and to provide for the maintenance and upkeep of the common area.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property described on the map of Magnolia recorded in Plat Book 166, Page 130, York County Public Registry and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the "Restrictions") is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, said Restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

RESTRICTIONS AND REQUIREMENTS

1. No tract shall be occupied or used except for the residential purposes. Only one primary residence is permitted on any tract and only one secondary residence is permitted on any one tract. The secondary residence can have no greater than one-half (1/2) the square footage of the primary residence and must be approved by York County. All residences must have the appropriate S.C.D.H.E.C. approval for a septic permit. The elevations of the secondary residence pertaining to siding must match that of the primary residence.
2. Each residential unit shall be constructed using new materials (except that non-structural architectural features and interior construction need not be new materials) and shall contain a minimum of 1,600 square feet of heated, enclosed living area, exclusive of patios, porches, garages and basements (finished or unfinished); provided however, that the minimum square footage shall be increased to 1,800 square feet in the event that a two-car garage is not attached to the first (main entry level) floor. Each two-story dwelling shall contain a minimum of 700 square feet of enclosed, heated living area on the first floor if the garage is attached on the first floor level. Once construction of a residence has commenced, the exterior thereof, including finished siding material shall be completed within six (6) months thereafter. Prior to the completion of a residence, the Owner shall install at this expense a concrete or paved driveway from the road to the home. If a home is located more than one hundred fifty feet (150') back from the road, gravel may be use for the drive after the initial one hundred fifty feet (150'). A secondary residence does not have to have an attached garage.
3. No building shall be constructed nearer than ten (10) feet to any side property line nor any nearer than fifty feet (50') to the front property line nor any nearer than fifty feet (50') to the rear property line. The rear set back is also a 50' ft natural buffer to remain intact for the purpose of privacy and water quality. Only vegetation that can be bush hogged or tree smaller than 4 inches in diameter at breast height may be removed. Use of the natural area for septic repair must be approved by the Declarant as a variance. Tracts larger than five (5) acres shall have a 50 foot natural perimeter buffer around all of the property lines, with the exception of the driveway access shown on the plat. Declarant reserves the right to grant minor variances (up to 10% of the required setback) to the setback lines if in its sole judgment the variance is warranted due to hardships because of special circumstances attributable to the specific tract.
4. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority unless public sewage becomes available to the tract.
5. No modular home, mobile home, house trailer, camper (including recreational vehicles), garage, or the basements of a contemplated permanent dwelling shall be occupied as a residence, either on a permanent or temporary basis.

The term "modular home" and "mobile home" are defined as follows:

Modular Home: A dwelling unit constructed in accordance with the standards set forth in the South Carolina State Building Code for 1 and 2 family dwellings and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.

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

6. Exterior construction material for all buildings, whether residential or auxiliary, shall be properly painted, stained or veneered with wood, vinyl, brick, stone or stucco. If wood or vinyl material is used, it shall consist of individual boards each of which shall be no wider than twelve inches. Board and batten application is acceptable. No exposed concrete block is permitted. Foundations of the principal residence and/or garages shall be a minimum of 18" high and the material shall be brick or stone for the front elevation of the foundation, except a house using a stucco exterior finish may use a concrete block foundation with a stucco finish which effectively conceals the seams in the concrete blocks. Stucco exterior finish may be used on the sides and rear foundation as long as the seams in the concrete are effectively covered and not seen. All chimneys must be made of brick, stone, stucco or approved siding material. Roof pitch shall be a minimum ratio of 7:12, except that screen porches, sun rooms and similar ancillary rooms may have a minimum roof pitch of 3:12. Street facing roofs of bonus rooms shall have a minimum pitch of 7:12, rear facing roofs of bonus rooms may have a minimum pitch of 3:12. All auxiliary buildings other than a garage shall have a minimum roof pitch of 5:12. All roof shingles for residences and garages shall be architectural or 3 ply shingles and a metal seam roof. Storage sheds may use 3 tab shingles. The color of any out building or storage shed must match the house. No walls or fences shall be permitted between the front wall of a dwelling and the street it faces. Walls or fences constructed on the remainder of the property shall not be higher than six (6) feet and shall be constructed of wood, chain link (covered with colored vinyl), brick, stone or concrete block with a stucco finish. A wire mesh fence may be used behind a split rail fence, but may not be higher than the highest rail on the split rail fence, and must be behind the front wall of the dwelling. Declarant may grant architectural variances as long as the integrity or value of surrounding residences is not negatively affected. Verification of this by an appraiser or documentation supporting this variance may be required.

7. No animals or livestock of any description shall be allowed, except the usual household pets and egg laying hens.

8. Any partially completed structures or improvements for which construction activity has ceased for 90 consecutive days, and the debris or remains of any structure damaged by wind, fire

or other cause, shall constitute a nuisance and may be removed by the Declarant or the Association if the owner of the tract fails to abate such nuisance within 30 days after written notice thereof is given. All costs expended by the Declarant or the Association shall be paid by the owner and shall constitute a lien upon the tract until paid in full together with interest thereon at the rate of 8% per annum.

9. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract.

10. No noxious, offensive or illegal activities shall be conducted or permitted on any tract, nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood. No hunting or target practicing from the discharging of firearms shall be permitted on any property covered by these restrictions by the owner or guests.

11. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any tract and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract. The thinning of timber is permitted on all tracts but an average of 144 inches of trees per acre must be left on the property after the tree cutting or harvest. No tree cutting is allowed within any of the buffers of trees larger than 4 inches. If a tree is diseased or dead it may be removed from the buffer regardless of size.

12. All tracts, except tracts owned by the Declarant, whether improved or unimproved, shall be kept free of dead trees or limbs which are a danger to abutting property or roads. Weeds, trash, debris and rubbish shall be disposed of in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health or safety of other residents. In the event the Owner, or his contractor or agent, fails to comply with the terms of this provision, the Declarant or the Association shall have the right (but not the obligation) to enter upon such tract after the owner has been notified in writing of the violation and no curative action has been taken within 30 days after such notice, or the curative action has started but has not been pursued diligently, in order to effect compliance with this provision. All expenses incurred by the Declarant or the Association shall be paid by the owner of the tract immediately upon receipt of a statement from the party incurring the expense. Declarant may require the use of trash containers during any construction activity on a tract in order to maintain a clean and sightly condition during the construction period. Construction materials and debris and other man-made substances may not be burned, buried or otherwise disposed on a tract. Trees, limbs, and other debris which occur naturally on a tract may be buried within the tract (subject to all governmental regulations) provided that the person burying such debris shall record a map of the tract showing the location of such bury site.

13. Any satellite reception disk or device larger than 36" in diameter, above-ground swimming pool or outdoor clothes lines shall be screened from view by adjoining tracts and the streets by means of landscaping or attractive screening materials.

14. No tractor-trailer rigs, backhoes, bulldozers, tanker trucks, other construction equipment (as a unit or the individual components thereof), buses, or heavy commercial vehicles shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to the tract. Any recreational vehicle, boat, trailer or camper trailer must be parked so as to be screened so that it cannot be viewed from the street and the neighbors. The front of these vehicles may be seen from the road. All recreational vehicles, trailers, or similar vehicles must be parked behind the home and screened by fencing, landscaping, covers, or shelters with a combination of the different screening methods. The object of the screening is to buffer the recreational vehicles with natural or neutral colors so the bright white vehicle is hidden from view. Small utility trailers shall also be parked in the rear yard area.

15. The use of four wheelers, motorcycles (including dirt bikes), or any similar off road motorized recreational vehicle in the subdivision is prohibited, except that a property owner may operate such vehicles only on his or her own tract, provided that the use and operation of such vehicles must be done in such a manner that it will not constitute a nuisance to adjacent property owners.

16. No tract may be subdivided to create more tracts by any owner subsequent to the Declarant. Declarant may amend or modify any existing plat and thereby relocate the property lines of any tract which is owned by Declarant. Property owners may adjust property lines if York County approves.

17. The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, a twenty (20) foot strip along the margin of each road right of way and a ten (10) foot strip along each other property lines for the purpose of constructing, installing, maintaining, repairing and operating utility lines, poles, mains and facilities, and water drainage.

18. Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property may, but shall not be obligated to, extend these restrictions to such property by means of a supplemental declaration (which may include modifications applicable to such additional property) or impose such other restrictions or no restrictions as Declarant chooses.

19. These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto until December 31, 2040, and shall continue for successive periods often (10) years thereafter unless amended or terminated as provided below. These Restrictions may at any time and from time to time be modified or

amended by written instrument by the owners of at least two-thirds of the tracts subject hereto at the time thereof. The Declarant may modify the restrictions as long as the Declarant owns land affected by these restrictions.

20. There is reserved an easement for access, ingress and egress in favor of owners of tracts in Magnolia and in favor of their invitees, over and across the streets shown on the Plat entitled (Magnolia) and duly recorded in the county office for York County. Any damage (including tracking mud, pouring concrete or depositing debris) to a street shown on the Plat or to the ditches or shoulders of the street, or to the flow of drainage water along the said street, caused by driveway connections or traffic to and from the property owner's tract, shall be repaired at the expense of the owner connecting such driveway. Each property owner is held fully responsible for the acts of his agents, contractors, and subcontractors. Each property owner at his expense shall take such precautionary and/or preventative measures, including, but not limited to, the use of grassing, siltation fences, matting and rip-rap, as may be necessary to stop erosion or sedimentation from such owner's tract into waterways, or adjoining roads or property.

21. The Declarant is permitted to place temporary marketing signs at the entrance to the Property. The only sign permitted on any Tract with an occupied residence is one sign, no larger than four (4) square feet, bearing the name or names of a property owner or property address and which is placed within twenty (20) feet of a driveway entrance; provided, that one small sign such as is used in the ordinary course of effecting residential sales transactions may be placed within twenty (20) feet of a driveway by real estate agents or by owners to advertise a tract for sale.

22. All driveway pipe installed in ditches which are in the road right of way shall be constructed of reinforced concrete pipe with a diameter that meets the applicable governmental standards (in no case less than 15" in diameter). All improvements such as irrigation and brick and concrete monuments are not permitted in the road right of way without consent of York County. Anything constructed in the road right of way (road right of way typically extends beyond rear slope of roadside ditch) must meet applicable governmental standards. Declarant will notify owner of any violation and owner will have five (5) days to correct said violation. If owner fails to correct said violation, Declarant shall have the right (but not the obligation) to remove, replace or repair any improvement placed in a road right of way owned by Declarant or governmental authority which does not meet applicable governmental standards and any associated cost or loss of value shall be the responsibility of owner. Any damage to the road or shoulders is the responsibility of the lot owner where this occurred.

23. Except as otherwise specifically provided, the owner of each tract by acceptance of a deed to property affected hereby shall become a member of Magnolia Property Owners' Association, Inc. (The "Association") upon its formation and each owner of a tract is deemed to covenant and agree to, shall pay to the Association, an annual assessment to pay for the cost of maintaining and repairing the Common Areas, as hereinafter defined, within Magnolia

Subdivision. Each owner of a tract subject to this assessment obligation, including owners of tracts in subsequent sections or phases of Magnolia who are subject to these restrictions by amendment or supplemental filings, shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor. The combination of two or more tracts by a single owner through the recording of a revised plat map shall reduce the number of assessments for the combined tracts to the number of tracts shown on the revised plat maps.

The assessment and charges created herein shall constitute a continuing lien upon each tract and, if not paid within thirty (30) days after the due date thereof, shall bear interest at the rate of ten percent (10%) per annum until paid. The lien created herein is specifically subordinated to the lien of any valid first mortgage upon any tract in the subdivision. The property owners shall have the right to promulgate rules and regulations concerning the use of the Common Areas as long as the use is in compliance with the subdivision regulations of York County. Each person acquiring title to a tract binds himself, his heirs, and assigns to be members of the Association should it be formed pursuant to these restrictions and conditions, and further binds and obligates himself, his heirs and assigns to pay the assessment to the Association once it has been levied by the Association. The obligations imposed by this paragraph shall exist whether or not the Association has been formed as of the date these restrictions are recorded or as of the date any tract is sold, if at any time that these restrictions are in effect the Association is formed as a non-profit corporation, the principal purpose of which is to maintain the Common Areas.

The "Common Area" as used in these Restrictions shall include (a) one or more signs identifying Magnolia (b) any landscaping or lighting associated with any Common Area, (c) street lighting, mail box kiosk, park, trails, and (d) any other land, improvement, facility or amenity (such as a retention basins and drainage culverts) which Declarant or the Association may construct on property subject to these restrictions and designated by Declarant, or identified on a recorded plat map, as Common Area.

Working Capital Contribution. Every Owner other than the Declarant or Builder shall be responsible for paying an initial working capital contribution in the amount of Three Hundred Dollars (\$300.00). Such contribution shall be due from the purchaser upon the transfer of the title to any portion of the Property to a new Owner. The amount due hereunder shall also constitute a lien upon the property in the same manner as provided in this paragraph for the property owner's assessments, and the lien for the working capital contribution shall be enforceable in the same manner as provided for therein. The amount payable hereunder shall be paid to the Declarant for five years from the date of these Restrictions, and thereafter shall be payable to Shepherds Trace Property Owners Association. This contribution will be used towards repairs to any infrastructure within the development, grassing and grading due to construction activities, cleaning and repairs to retention basins, and overall work that will insure the infrastructure will meet the county inspections for acceptance after the warranty period.

24. Declarant or ten (10) or more of the individual property owners (one of which may be Declarant) subject to these restrictions and conditions may form the Association at any time after Declarant has sold and conveyed 75% or more of the tracts to which these restrictions apply. The Association, once formed, shall have the right to enforce the restrictions and conditions contained in this Declaration and the assessment provided in paragraph 23 above. The Association shall be organized under the laws of the State of South Carolina, and each property owner shall automatically become a member of the Association once it is formed, with full voting rights. The owner of each tract shall be entitled to cast one vote (which may not be fractionalized) with respect to any matter brought before the members of the Association for action. Owners of more than one tract shall be entitled to cast one vote for each tract owned; any subsequent combination of lots will not reduce owner's responsibility to continue to pay an assessment for each lot originally purchased prior to the lot combination, except as provided in paragraph 23 above. The officers and directors of the Association shall be property owners (or employees of a corporate property owner) and all fees set by the Association for maintenance shall be set by the directors of the Association. The initial directors shall be elected by the members at the first meeting or appointed by Declarant.

25. Utilities and fees and requirements. York Electric will bury underground power to the home, but will charge a per foot fee if the connection is greater than 250 feet. Also, the Declarant and York County Natural Gas Authority have entered into a Developer Agreement for Natural Gas Distribution Service (hereinafter "Developer Agreement") which requires that the property owners use gas for their primary heating supply and water heater supply. The obligations under the Developer Agreement constitute a lien upon each lot. If a property owner does not want to use gas for these appliances, the property owner must pay to York County Natural Gas Authority a release fee of two thousand four hundred fifty six and 87/100 dollars (\$2,456.87) to be released from this commitment and the lien. The property owner must show proof of the installation of the heating supply unit and water heater. This documentation shall be forwarded to York County Natural Gas Authority for satisfaction of this provision. By acquiring an undeveloped lot, each lot purchaser acknowledges he or she is aware of this obligation and his or her liability for the release fee in the event that the lot owner does not comply with this obligation.

23. If any person shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations. In the event of such proceedings between any property owners affected by these covenants, the prevailing party as determined by the results of the litigation shall be entitled to an award of attorneys' fees and cost associated with such litigation.

24. Zoning ordinances, restrictions and regulations of York County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provisions of these restrictions and such ordinances, restrictions or regulations, the more restrictive shall apply. The invalidation or unenforceability of any provision of these covenants by judgments or other order of any court shall in no way affect any of the other provisions, and such other provisions and covenants shall remain in full force and effect.

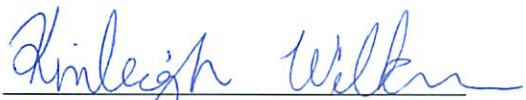
25. No building, including a house, outbuilding or other similar structure, shall be located, constructed or placed on any tract within ten (10) feet of the boundary of a debris disposal area (sometimes referred to as "bury sites" or "bury pits" as such areas are delineated or noted on the recorded plat of the subdivision.

26. Purchaser shall sign an acknowledgement that he, she or it has reviewed the restrictions and agrees to abide by said restrictions.


IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed this 24th date of February, 2021.

Signed and sealed in the presence of:


ULAI, Inc.



Witness One



By: Renee Sanders
Its President



Witness Two / Notary


STATE OF SOUTH CAROLINA

COUNTY OF YORK

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 24th day of February, 2021, by Renee, President, of ULAI, Inc..





(SEAL)
Notary Public for South Carolina
My Commission Expires: 9/24/2029