

0002304 Bk: 00288 Pg: 00300

TRUE CERTIFIED COPY
FILED, RECORDED, INDEXED
07/01/2005 09:08AM
Rec Fee: 56.00 St Fees: 0.00
Co Fee: 0.00 Pages: 49
Register of Deeds
LANCASTER COUNTY, SC

DECLARATION OF
COVENANTS
RESTRICTIONS AND
EASEMENTS FOR
EDGEWATER CORPORATE
CENTER

*A LAUTH PROPERTY GROUP DEVELOPMENT
LANCASTER COUNTY, SOUTH CAROLINA*

TABLE OF CONTENTS

1. DEFINITIONS	2
2. DEVELOPMENT OF REAL ESTATE	8
3. DECLARANT'S RIGHTS RESPECTING RESTRICTIONS AND PROHIBITIONS	8
4. DECLARATION AND PROPERTY RIGHTS	8
5. STREETS, DRIVEWAYS AND RELATED EASEMENTS	9
(A) Public Streets	9
(B) Public Streets Easements	9
(C) Private Streets	9
(D) Private Street Easements	10
(E) Private Street Maintenance Costs as Common Expenses	10
(F) Site Line Easements	11
6. DRAINAGE EASEMENTS	11
(A) Drainage System and Related Easements	11
(B) Ponds and Watercourses as Common Retention Areas and Related Easements	11
(C) Changes Prohibited Without Consent	13
(D) Parcel Development and Drainage	13
(E) Drainage System Maintenance Costs as Common Expenses	13
7. UTILITIES AND PUBLIC SERVICES	13
(A) Utilities and Related Easements	13
(B) Public Services and Related Easements	14
(C) General Maintenance of Easement Areas	15
8. SANITARY SEWERS	15
9. LANDSCAPE AND SIGN EASEMENTS	15
(A) Landscape and Sign Easements	15
(B) Installation of Signs by Declarant	16
(C) By an Owner	16
10. GENERAL MAINTENANCE EASEMENT	16
11. ADDITIONAL EASEMENTS	17
12. EDGEWATER CORPORATE CENTER SERVICE ASSOCIATION, INC.	17
(A) Shareholders	17
(B) Voting	17
(C) General Powers	18
(D) Personal Property and Real Property for Common Use	19
(E) Rules and Regulations	19
(F) Primary Responsibilities	19
(G) Optional Responsibilities	20
(H) Reserve for Replacements	20
(I) Termination of Class B Shareholders	20
13. ASSESSMENTS	20
(A) Creation and Types	20
(B) Computation of Assessments	21
(C) Date of Commencement of General Assessments	22
(D) Effect of Non-payment of Assessments: Remedies of the Corporation	23
(E) Declarant/Initial Owner Not Obligated to Pay Assessments	24

(F) Certificates	24
(G) Annual Statement	24
(H) Audits	24
14. ARCHITECTURAL REVIEW BOARD, CONTROLS AND STANDARDS, APPROVALS REQUIRED AND PROCEDURES	25
(A) Type, Size, Nature, Quality and Character of Improvements and Parcel Development Permitted	25
(B) Permitted Business Uses	25
(C) Approval Required	25
(D) Purpose	26
(E) Composition of Architectural Review Board	26
(F) Submission of Plans and Other Materials Required	28
(G) Form of Decision	29
(H) Further Architectural Review Board Approvals Required	29
15. ADDITIONS TO COMMON PROPERTIES	30
17. INSURANCE AND LOSSES	30
(A) Casualty Insurance	30
(B) Commercial General Liability Insurance	31
(C) Other Insurance	31
(D) Premiums	31
(E) Adjustment of Losses Covered by Insurance	31
17. CONDEMNATION	31
18. OBLIGATIONS OF OWNERS	31
(A) General Obligations	31
(B) During Construction Activities	32
(C) Ongoing Maintenance	33
19. INITIAL OWNER RIGHTS	34
20. GENERAL PROVISIONS	35
(A) Amendment of Declaration	35
(B) Duration	36
(C) Severability	36
(D) Rights of Assignment	36
(E) Right to Plat	37
(F) Third Party Rights of Enforcement	37
(G) Applicable Law and Interpretation	37
(H) Rights of Declarant	37
(I) Non-liability and Indemnification	38
(J) Rights of Enforcement	39
(K) Notices	40
(L) Conflict With Other Easement Agreement	40

**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR EDGEWATER CORPORATE CENTER**

THIS DECLARATION, made as of the 30th day of June, 2005, by Edgewater Park Partners, LLC, an Indiana limited liability company (hereinafter referred to as "Declarant") and Hans L. Lengers VIII, L.L.C., a South Carolina limited liability company, ("Initial Owner"),

WITNESSETH:

WHEREAS, Declarant is the owner of, or has a contract interest in, certain real estate which (along with property owned by the Initial Owner), Declarant desires to develop for a variety of retail and business uses in a business park to be commonly known as EDGEWATER CORPORATE CENTER (the "CENTER");

WHEREAS, Declarant's objectives are to: (i) create in the CENTER a controlled environment which is suitable for retail and business development on separately owned Parcels (as hereinafter defined); (ii) provide standards related to site development, architectural design, building construction and landscaping in order to foster uniformity as individual Parcels are developed within the CENTER; and, (iii) to provide standards, means and methods by which the administration of the CENTER and the Common Properties (hereinafter defined) will be conducted on an ongoing basis;

WHEREAS, Declarant may acquire and/or develop other real property which Declarant desires to retain the right, at its sole discretion, to include within the CENTER;

WHEREAS, Declarant will construct or cause to be constructed certain improvements and amenities consisting of (but not necessarily limited to) roads, utilities, wet and/or dry drainage retention facilities, and other common facilities for the benefit of the CENTER and, to varying degrees, the Parcels which comprise the CENTER;

WHEREAS, in connection with the foregoing and to provide for maintenance of the Common Properties (as hereinafter defined), Declarant desires to subject the Real Estate (as hereinafter defined) which will comprise the Center to the rights, privileges, covenants, restrictions, easements, charges and lien rights set forth in this Declaration;

WHEREAS, to accomplish the foregoing on an ongoing basis, a not-for-profit entity must be created to which will be delegated and assigned by Declarant (as hereinafter provided) the rights and duties involved in owning, maintaining and administering the Common Properties, administering and enforcing the Restrictions (as hereinafter defined), collecting and disbursing the Assessments (as hereinafter defined), and performing the duties and meeting the obligations set forth in this Declaration; and,

WHEREAS, certain undeveloped properties included as a part of the Real Estate are owned by other than Declarant, which properties the Initial Owner is desirous of including within the Center, subject to this Declaration.

NOW, THEREFORE, in connection with development of the Center and to further the foregoing objectives, and enhance the value, desirability and attractiveness of the CENTER, Declarant and the Initial Owner create this Declaration to: (i) control the use and development of Parcels within the Center including, without limitation, the layout, landscaping, design and construction of improvements upon Parcels; and, (ii) provide for the operation, use, enjoyment, maintenance and refurbishment of the Common Properties, together with assessment of the costs thereof. This Declaration hereby: (a) imposes certain covenants, restrictions, charges, duties and Assessments on the Real Estate and the upon the development, ownership and/or use of all or any part thereof, and/or of any Parcel (including improvements thereto) located therein, which shall run with the Real Estate and shall bind and inure to the benefit of the Declarant and the Owner(s) (as hereinafter defined) and the current and future mortgagees, grantees, assigns and successors of Declarant and the Owner(s); and, (b) reserve to Declarant and its successors and assigns certain rights needed to foster development of the CENTER (including, without limitation, the right to subsequently limit, modify and/or supplement this Declaration, and/or add additional real property to the CENTER as provided herein), as follows:

1. **DEFINITIONS:** The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

"Applicable Governmental Authority" or "Authorities" means that governmental body having jurisdiction over or responsibility for the matter or matters to which reference is made in this Declaration

"Architectural Review Board" means that entity established pursuant to this Declaration for the purposes herein stated.

"Articles" means the Articles of Incorporation of the Corporation, as amended from time to time.

"Assessments" means all sums assessed against the Shareholders of the Corporation as permitted and in the manner required to be imposed by this Declaration, any Supplemental Declaration, or by the Articles or By-Laws.

"Board" means the governing body of the Corporation elected by Declarant or, as applicable, the Shareholders in accordance with the By-Laws

"Business" means the use for which any Parcel within the Real Estate has been developed consistent with applicable zoning and the terms and provisions hereof

"By-Laws" means the Code of By-Laws of the Corporation as amended from time to time.

"CENTER Wide Standard" means the standard of conduct, maintenance or other activity generally prevalent from time to time within the CENTER, or as more specifically enunciated from time to time by the Board or the Architectural Review Board.

"Common Expenses" means the actual and estimated expenses incurred or anticipated to be incurred by the Corporation for the general benefit of the CENTER, including but not limited to the following:

- (i) The costs of any upkeep, maintenance, repair and replacement required of the Common Properties, Common Utility System(s), or any Retention Facilities (including, without limitation, any Retention Ponds or Watercourse), excluding the cost of initial construction;
- (ii) Property taxes and governmental Assessments payable with respect to the Common Properties or any part of the Common Utility Systems, Retention Facilities or Retention Ponds; (including the costs of any appeal thereof or challenge thereto or to the amount thereof);
- (iii) The cost of snow removal (if and to the extent contracted for by the Board) from the Public Streets within the Real Estate.
- (iv) The cost of maintenance and operation (but not the cost of acquisition or installation) of any street or other lighting within any of the Common Properties within the CENTER, and the cost of security service and/or access control (if any such service is provided as from time to time determined by the Board) within the CENTER;
- (v) The cost of maintenance of the Landscape and Sign Easements, including the costs of replacing any of the landscaping or the CENTER identification or directional signs erected in such areas, but only to the extent not otherwise provided for differently in this Declaration and excluding the cost of initial landscaping and the cost of purchasing and installing any signs;
- (vi) Liability insurance and any other insurance reasonably necessary for the protection of the Common Properties and the Corporation;
- (vii) Reasonable management fees and expenses of administration of the Corporation, including but not limited to, insurance and bond expense and legal or accounting fees; and,
- (viii) Any other reasonable expenses related to the operation and maintenance of the Common Properties, the Architectural Review Board or the Corporation in accordance with this Declaration.

“Common Properties” means all properties, whether real or personal, which are now or hereafter owned (or designated by the Developer for ownership) by the Corporation, including, without limitations, properties within easements reserved or granted for the location of improvements or facilities which are or become designated as "Common Properties." The designation of any land and/or improvements as Common Properties shall not mean or imply (unless specifically so stated) that the public at large acquires any rights therein or any easement, whether of use, enjoyment, or otherwise, therein. Common Properties shall include the equipment, pipes and other materials and the wet and/or dry Retention Facilities included as a part of the Drainage System, but only to the extent not dedicated to (and to the extent maintained by) the public.

“Common Utility System(s)” means the pipes, mains, lines, components and equipment comprising the Drainage System, sanitary sewer system, and utilities such as gas lines, water mains, telephone lines and electrical service, created within the CENTER to serve the CENTER and which are intended to serve more than one of the Parcels developed within the CENTER, and which provide for connection by the individual Owner of Parcels within the CENTER, to the extent not owned by third parties or not otherwise dedicated to the public and accepted for dedication (and maintained) by Applicable Governmental Authority.

“Corporation” means Edgewater Corporate Center Association, Inc., a South Carolina not-for-profit corporation, its successors and assigns.

“Declarant” means Edgewater Park Partners, LLC, an Indiana limited liability company, its successors and assigns.

“Declaration” means this Declaration of Covenants, Restrictions and Easements for the CENTER, and all amendments thereof filed for record in the Office of the Register of Deeds of Lancaster County, South Carolina.

“Development” means the improvement of Parcels within the Real Estate by construction of improvements thereon for sale, lease, use or occupancy.

“Drainage Easements” means those areas so designated on Exhibit “C” and described in Section 6 of this Declaration or so identified in any recorded deed thereto from Declarant of a portion of the Real Estate or in any other instrument hereafter recorded in the Lancaster County Register of Deeds Office by Declarant (and/or the Owner of the burdened real estate).

“Drainage System” means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention areas or Retention Ponds, Watercourse and the other structures, fixtures, properties, equipment and facilities located in or upon the Drainage Easements by Declarant and designed for the purpose of controlling, retaining, expediting or otherwise providing for the drainage of surface and subsurface waters from, over and across the Real Estate or portions thereof, whether dedicated in whole or in part, to the public, or otherwise.

"Entry Ways" means the landscaping, entrance features, signs or other structures constructed or placed by or at the request of Declarant within Common Properties at or near the entrances to the CENTER.

"Exhibit C" means the exhibit hereto so designated as "Exhibit C", together with such changes thereto as may from time to time occur as the CENTER is being developed, as evidenced by amendment to this Declaration duly executed and duly recorded in the Lancaster County Register of Deeds Office.

"General Plan of Development" means the various plans prepared by Declarant and approved (to the extent necessary) by Applicable Governmental Authorities that, when considered together, outline the scheme for developing the Real Estate and the general uses of the land comprising the Real Estate, as such, may be amended, supplemented or changed from time to time.

"Landscape and Sign Easements" means those areas so designated on Exhibit "C" and described in Section 9 of this Declaration or so identified in any recorded deed thereto of a portion of the Real Estate or in any other instrument hereafter recorded in the Lancaster County Register of Deeds Office by Declarant and/or the Owner of the burdened real estate affecting the Real Estate.

"Mortgagee" means the holder of a mortgage on all or any portion of the Real Estate.

"Other Easement Agreement" means the Other Easement Agreement dated November 18, 2004, entered into by and among Initial Owner, Southcross Development Group LLC, a South Carolina limited liability company ("Southcross") and Queensgate Investment Partners LLC.

"Owner" means the record owner, whether one or more persons, of fee simple title to any portion of the Real Estate, including but not limited to Declarant and the Initial Owner, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant so long as Declarant shall own any Real Estate in the CENTER. If a portion of the Real Estate is sold under a recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee Owner) will be considered the "Owner".

"Parcel" means a part of the Real Estate (whether designated by Plat or otherwise) either owned in fee simple by an Owner for Development or owned by Declarant or the Initial Owner and improved by construction of a building or buildings thereon.

"Parcel Development Guidelines" means the guidelines from time to time published by Declarant and so identified as "Parcel Development Guidelines", and which contain standards and requirements which must be complied with as a part of improvement of a Parcel within the CENTER, and in preparation of plans required to be submitted to the Architectural Review Board pursuant to Section 14 hereof.

"Percentage Interest" means the amount of acreage owned by each Owner as compared to the sum of all acreage from time to time included within the CENTER, which initially is comprised of the Real Estate, excluding (i) the acreage comprising the Common Properties and (ii) the acreage within street right-of-way dedicated to or to be dedicated to the public. In the formulation of the Percentage Interest, the acreage owned by an individual Owner shall be the numerator while the sum of all acreage comprising the CENTER and which is not a part of the Common Properties or included in street right-of-way dedicated to the public, shall be the denominator. In addition to the Real Estate, such calculation shall take into account any acreage (and the ownership and dedication thereof) from time to time added to the Center by Declarant or subtracted from the CENTER by the Initial Owner pursuant to Section 19 of this Declaration. When determining the figure for acreage, such figure shall be rounded to the nearest one-hundredth of an acre.

"Person" means a natural person, trustee, corporation, limited liability company, partnership, any other legal entity, or any combination thereof.

"Plat" means any plat or plats into which portions of the Real Estate and other real property from time to time comprising the CENTER may, but not necessarily will, be divided, as recorded in the Office of the Recorder of Deeds of Lancaster County, South Carolina.

"Private Street Easements" means the easements, if any, depicted from time to time on Exhibit "C" and established primarily for the construction of Private Streets and related improvements.

"Private Street(s)" means the streets constructed within the Private Street Easements as depicted from time to time on Exhibit "C" hereto.

"Public Street(s)" means the streets constructed within right-of-way dedicated to public use and accepted for maintenance by Applicable Governmental Authority, such right of way in the CENTER as depicted from time to time on Exhibit "C".

"Real Estate" means and includes: (i) certain tracts of land described in Exhibit "A" hereto and depicted graphically on Exhibit "B" and designated as owned by Declarant or owned by the Initial Owner and in which Declarant has a contract interest; and, (ii) such additional real estate, if any, from time to time hereafter added to the CENTER by Declarant, less any land hereafter withdrawn from the Center by the Initial Owner pursuant to Section 19 hereof.

"Retention Facilities" shall mean the wet and dry retention areas and related structures and easements within the Center to facilitate storm and surface water drainage

"Retention Ponds" (sometimes referred to as "Ponds") means wet open retention areas (other than the Watercourse) to waters edge at normal pool elevation created by Declarant as a part of the General Plan of Development, the locations of which are

depicted on Exhibit "C" hereto or as modified or changed by an instrument hereafter recorded in the Lancaster County Register of Deeds Office.

"Reserve for Replacements" means a capital fund established and maintained by the Corporation to help defray, in whole or in part, the cost of renewals and replacements, unexpected maintenance or unexpected Common Expenses.

"Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules, regulations and all other provisions set forth in this Declaration, all applicable supplemental Declarations and the Registered Regulations, as the same may from time to time be amended.

"Shareholder" means a Class A or Class B Shareholder of the Corporation and **"Shareholders"** means Class A and Class B Shareholders of the Corporation.

"Sidewalk Easements" means those areas so designated from time to time on Exhibit "C," as so identified herein, or as so identified in any recorded deed from Declarant of a portion of the Real Estate or in any other instrument hereafter recorded by Declarant affecting portions of the Real Estate either owned by Declarant or by an Owner consenting thereto in the Lancaster County Register of Deeds Office.

"Supplemental Declaration" means any supplementary Declaration of covenants, conditions or Restrictions that may be recorded with respect to the Real Estate or which extends the provisions of this Declaration to any adjacent Real Estate

"Utility Easements" means those areas so designated from time to time on Exhibit "C" or as so identified in any recorded deed thereto from Declarant of a portion of the Real Estate or in any other instrument hereafter recorded by Declarant affecting the Real Estate in the Lancaster County Register of Deeds Office.

"Watercourse" means the body of water created and/or preserved for wet retention purposes to water's edge at normal pool elevation, created as a part of the General Plan of Development and located within a Watercourse Easement, as designated on Exhibit "C" hereto.

"Watercourse Easement" means those areas so designated on Exhibit "C" hereto. The Watercourse Easement is also referred to as a common retention area and is where, among other things, the Watercourse is (in principal part) located.

2. **DEVELOPMENT OF REAL ESTATE.** Subject to Section 19 hereof, all of the Real Estate within the CENTER shall be and is hereby restricted for Development in accordance with the standards and Restrictions set forth in this Declaration and by applicable zoning restrictions effective as of the date hereof, or such higher and more restrictive standards as established in the future by the Lancaster County Council, Lancaster County Joint Planning Commission or other Applicable Governmental Authority, unless and until Declarant seeks a rezoning, subject to the conditions otherwise set forth in this Declaration. Declarant shall have the right, but not the obligation, for so long as Declarant owns any portion of the Real Estate, to maintain and make improvements, repairs and changes to the Real Estate not involving or affecting in a material way portions of the Real Estate no longer owned by Declarant. Subject to the foregoing, Declarant's right to maintain and to make improvements, repairs and changes to the Real Estate owned by Declarant shall include, without limitation, the right to:

- (i) Construct, reconstruct, change, install and maintain any improvements in and to the Common Properties and Common Utility Systems, or within any Watercourse Easement, Utility Easements, Drainage Easements, Landscape and Sign Easements, Public Street Easements and Private Street Easements, all of which shall be depicted on Exhibit "C";
- (ii) Change the location of any proposed Common Properties, Private Streets, Public Streets, any part of the Common Utility System, or any easements;
- (iii) Install and maintain of any utilities or common services to the CENTER;
- (iv) Construct Public Streets and/or Private Streets within the Real Estate or change the location thereof; and
- (v) Seek land use changes (whether by rezoning, variance or otherwise) respecting portions of the Real Estate still owned by Declarant.

3. **DECLARANT'S RIGHTS RESPECTING RESTRICTIONS AND PROHIBITIONS.** As long as Declarant remains a Class B Shareholder, Declarant shall have the right to amend the Declaration unilaterally without the approval of any other Owner to create additional (or modify or remove) Restrictions and prohibitions with respect to certain Business uses within the CENTER. As long as Declarant continues to own any part of the Real Estate, it reserves the right to apply for changes in applicable zoning to permit additional uses or changes in applicable development standards. In no event shall any additional Restrictions or prohibitions created hereafter prohibit, interfere with, modify, change or materially and adversely affect any then existing or permitted use of any portion or portions of the Real Estate not owned by Declarant without the written consent of the Owners thereof, nor shall Declarant seek to change the zoning with respect to any portion or portions of the Real Estate not owned by Declarant without the written consent of the Owner thereof.

4. **DECLARATION AND PROPERTY RIGHTS.** Declarant and the Initial Owner hereby expressly declare that the Real Estate shall be subject to this Declaration, including but not limited to, the Restrictions comprising a part of this Declaration. Each Owner of any portion of the Real Estate by: (i) acceptance of a deed conveying title thereto, or the execution of a

contract for the purchase thereof, whether from Declarant, the Initial Owner or a subsequent Owner; or (ii) the act of occupancy of any improvements constructed on any portion of the Real Estate as a part of Development, shall accept such deed, execute such contract and occupy such improvements subject to the Restrictions and agreements herein contained. By acceptance of such deed or execution of such contract, or by such occupancy, each Owner and occupant acknowledges the rights and powers of Declarant and of the Corporation with respect to these Restrictions to keep, observe, comply with and perform such Restrictions and agreements herein contained. The Real Estate and each part thereof transferred and conveyed shall for all purposes constitute real property which may be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real property and entitle the Owner thereof to exclusive ownership and possession subject to the provisions of this Declaration. The ownership of Parcels within the Real Estate shall include, and there shall pass with each deed conveying ownership thereof, whether or not separately described, the right of enjoyment in and to the easements described herein (subject to the limitations stated) for the benefit of the CENTER, the Real Estate comprising the CENTER (in whole or in part), and the Owner (and their tenants, licensees, guests and invitees) from time to time of all or any portion of such Real Estate.

5. **STREETS, DRIVEWAYS AND RELATED EASEMENTS**

- (A) ***Public Streets.*** Public Streets shall be those streets within the CENTER dedicated to the public (and accepted for maintenance by Applicable Governmental Authorities) to provide ingress and egress to and from the CENTER, and to and from Parcels within the CENTER, which may from time to time be so identified on a recorded plat or plats of portions of the CENTER. There is hereby created and reserved a non-exclusive perpetual and irrevocable easement appurtenant to and for the benefit of each Parcel adjacent to a Public Street, for the construction, maintenance, repair and replacement of any driveway on such Parcel connecting to the Public Street at a location and in a manner otherwise approved by the Architectural Review Board.
- (B) ***Public Street Easements.*** A non-exclusive, perpetual and irrevocable easement is hereby created for the benefit of Declarant, the Corporation and Applicable Governmental Authorities across, under and through the CENTER and any Parcel therein as is reasonably necessary for access to, use of, and the construction, installation, extension, expansion, relocation, maintenance, repair and replacement of any curbs, areas (if any) between the edge of the pavement of a Public Street and the boundary of any Parcel, streetlights, landscape islands, traffic control devices and signs, together with any landscaping placed by Declarant or the Corporation and associated therewith.
- (C) ***Private Streets.*** Private Streets may be constructed and/or extended by Declarant, and at times by an Owner (with Declarant's consent) within Private Street Easements, to provide further ingress and egress within the CENTER, and to connect, directly or indirectly, to the Public Streets within or adjacent to the CENTER. Irrevocable, perpetual, non-exclusive easements are created and

reserved for the benefit of Declarant, the Corporation, and their respective successors and assigns for the construction, repair, replacement, reconstruction, restoration and maintenance of Private Streets, together with curbs, gutters and related drainage and other structures. Declarant and the Initial Owner further reserve to themselves and their successors and assigns, and hereby establish for the Owner(s) of Parcels within the Real Estate having frontage upon and driveway access to a Private Street, their guests and invitees, and all public and quasi-public vehicles, a non-exclusive and irrevocable perpetual easement for ingress and egress on and over the Private Street to and from all or any part of the Real Estate and the Public Streets within the CENTER. The terms "public vehicles" and "quasi-public vehicles" shall include, but not be limited to, vehicles operated for police and fire protection, private security detail, ambulances and other emergency vehicles, trash and garbage collection, mail and other delivery services and utility companies (both public and private). The location of curb cuts for any driveway or driveways connecting a Parcel to a Private Street shall be subject to approval by the Architectural Review Board. Nothing contained herein shall prohibit the creation of shared driveways serving adjoining Parcels with different restrictions imposed upon the use thereof, subject to review and approval by the Architectural Review Board of the location thereof, the proposed standards to be employed in the construction thereof, any proposed limitations on the use thereof and provisions requiring continued maintenance thereof by those parties (and at their sole expense) benefited thereby

- (D) ***Private Street Easements.*** Private Street Easements shall be easements created primarily for the construction, maintenance and use of Private Streets and related improvements (i.e., sidewalks, drainage, traffic and informational signage, etc.) within the CENTER. That portion of any Private Street Easement not improved by a Private Street and lying from back of curb to outside boundary of the Private Street Easement on each side of a Private Street is also hereby reserved for the benefit of Declarant, the Corporation, public and private utility companies and Applicable Governmental Authorities and their respective successors and assigns, as a non-exclusive, perpetual and irrevocable easement for access to, use of, and the construction, installation, extension, expansion, relocation, maintenance, repair and replacement of: (i) any structures, pathways, sidewalks, street lights, landscaping, traffic control devices or traffic or identification signs determined necessary or desirable by Declarant or the Corporation; (ii) utilities serving all or any part of the CENTER, to the extent the use and location thereof is otherwise approved by Declarant; (iii) any part of the Drainage System located therein as designed and created by Declarant; and, (iv) sanitary sewers and related structures to the extent the use and location thereof is otherwise approved by Declarant and subject to Section 8 of this Declaration.
- (E) ***Private Street Maintenance Costs as Common Expenses.*** The maintenance, repair and replacement of any Private Street in the CENTER shall be the sole responsibility of the Corporation as described herein, and all costs incurred in

connection therewith shall be subject to Special Assessment as provided in Section 13(B)(ii)(b) hereof.

- (F) ***Site Line Easements.*** No fence, wall, hedge, shrub or tree planting which obstructs sight lines at elevations between four (4) and nine (9) feet above any Public or Private Street within the CENTER shall be placed or permitted to remain on any area within twenty five (25) feet from the intersection of a street line with the edge of a driveway pavement or alley line.

6. **DRAINAGE EASEMENTS.**

- (A) ***Drainage System and Related Easements.*** A Drainage System to provide for storm and surface water drainage shall be created upon the Real Estate by Declarant, subject to review and approval by Applicable Governmental Authorities. Non-exclusive, perpetual and irrevocable easements (except as otherwise limited herein) in favor of Declarant, the Corporation and their respective successors and assigns are hereby created, in, on, over, across, under and through those portions of the Real Estate as are reasonably necessary for access to, use of and the construction, installation, extension, expansion, maintenance, repair, and replacement of the Drainage System, the Ponds and Watercourse comprising a part thereof, or any outlet control structures, pipes and tiles, ditches, swales and other parts of the Drainage System and any equipment, improvements and appurtenant structures associated therewith, for the purpose of providing storm and surface water drainage. Notwithstanding the foregoing, upon the approval of the Plans for any building or related improvements to be constructed as a part of Development of a Parcel, the easements created and reserved hereby shall be limited to that part of the Parcel that is not in, on, under, over, across or through a building or structure, or any driveways, sidewalks or parking areas located or to be located on such Parcel; provided, however, such drainage easements may include areas on, under, over, across or through driveways, sidewalks or parking areas, as long as the use of such areas as drainage easements does not materially impair the use of such areas as a driveway, sidewalk or parking area.
- (B) ***Ponds and Watercourses as Common Retention Areas and Related Easements.*** The Drainage System shall include Ponds and a Watercourse to be used as common retention areas ("Common Retention Areas") to, among other things, control the rate of surface water run-off from various parts of the Real Estate and from the Real Estate to adjoining property and off-site drainage facilities. The Ponds may be located within Common Properties to be owned by the Corporation or within Drainage Easements or other easement areas, and the Watercourse will be located within a portion of the Real Estate designated as a "Watercourse Easement" on Exhibit "C" or as so reserved in a deed to a Parcel. The location, size, configuration, depth and design of any of the Ponds or of the Watercourse may, at the discretion of Declarant, change upon final design by Declarant of the Drainage System or upon the request of Applicable Governmental Authorities.

Costs (following initial construction) for reconstruction, repair and replacement of any of the Ponds or of the Watercourse, or any change or restoration in the depth or dimensions thereof, or any repair, replacement or installation of any pumps, equipment, structures or appurtenances thereto, including riprap, utility services, pipes, conduits, outlets, inlets, wells or other similar structures comprising a part thereof, or any costs incurred for weed or algae control, or to otherwise maintain the amount or quality of the water therein, as well as the taking of any action required by law or ordinance with regard thereto, shall constitute Common Expenses pursuant to this Declaration which are subject to Assessments as herein provided. The sole purposes for which the Ponds and the Watercourse are being created or preserved upon the Real Estate are to: (i) provide for storm water drainage collection and retention; and (ii) enhance the aesthetics of the CENTER. The water level of the Ponds and Watercourse will vary from time to time on a seasonal basis, based upon differences in the amount of rainfall received, and upon variations in other weather conditions, and in the event of a drought, the Ponds and/or Watercourse may become dry. In any event, no obligation shall exist on the part of Declarant or the Corporation to maintain the water level (either at normal pool elevation or otherwise) in any Pond or Watercourse. No right shall exist in any Owner or any occupant following Development of a Parcel to use a Pond or the Watercourse for any recreational purposes whatsoever, including, but not limited to, swimming, diving, boating, use by radio-controlled vehicles or toys, fishing, wading, ice skating or other water sports or activities, except as may from time to time be specifically authorized by the Corporation. Around each of the Ponds and the Watercourse, a non-exclusive, perpetual easement thirty feet (30') in width (measured from the water's edge of the Pond or Watercourse at normal pool elevation) is hereby created and reserved for maintenance, repair, replacement, dredging, weed control, water quality control and other similar activities associated with preserving the character, integrity and quality of the Ponds and the Watercourse, such easement for the benefit of Declarant, the Corporation (to the extent such easement burdens real estate other than real estate owned as part of the Common Properties) and Applicable Governmental Authorities.

Sidewalks and other related improvements (i.e., lights, benches, landscaping, bike racks, etc.) shall also be permitted within the Watercourse Easement. That part of the Watercourse Easement not included within the Watercourse shall also constitute a Sidewalk Easement. A Sidewalk Easement is a non-exclusive easement created for the purpose of installing sidewalks and related improvements for the use and enjoyment of the Owners, occupants of improvements constructed upon a Parcel and their guests and invitees.

Any ponds or other water features (in addition to those created by Declarant) desired to be created and/or maintained on a Parcel as a part of Development by the Owner thereof, must first be approved by the Architectural Review Board. Water features created by an Owner after receiving approval shall be maintained in perpetuity by the Owner of the Parcel where located, its successors and assigns,

on a continuing basis and in a manner at least equal to the manner in which the Ponds are maintained on a continuing basis. Declarant, the Corporation or its assigns shall have the same non-exclusive perpetual and irrevocable easement rights available for access to and inspection of any such Owner-created ponds or water features as otherwise provided herein respecting the Ponds created as a part of the General Plan of Development. Declarant and the Corporation shall have the right, but not the obligation, to maintain any such Owner-created ponds not properly maintained by the Owner of the Parcel upon which located, in which event Declarant and the Corporation, their successors and assigns, shall have the right to utilize a reasonable area adjacent thereto for the purposes of installing, repairing, maintaining or removing any equipment, structures, pipes and tiles associated therewith. In the event of any such maintenance, the Corporation shall have the right to levy a Special Assessment against the applicable Owner and the Parcel owned by such Owner to cover the cost thereof as provided in Section 13 of this Declaration.

- (C) ***Changes Prohibited Without Consent.*** Under no circumstances shall any changes be made in the topography of any ditch, swale or retention area comprising a part of the Drainage System, nor shall the free flow of drainage therein be blocked or restricted in any manner, whether by grading, riprapping, a dam, pipe-size reduction or otherwise, without the written consent of the Corporation; provided, however, that Declarant, in its sole discretion, may make any such changes within the Watercourse Easement or any other Common Retention Area or any other part of the Drainage System as a part of developing, re-developing, modifying or changing the Drainage System.
- (D) ***Parcel Development and Drainage.*** The proposed carriage and transmission of storm water drainage on and from a Parcel shall be detailed as a part of Plans submitted for approval before Development to the Architectural Review Board, and shall be certified by a professional engineer as being consistent with the Drainage System and in compliance with applicable law and ordinances, rules and regulations governing the release, transmission and carriage of storm and surface water drainage.
- (E) ***Drainage System Maintenance Costs as Common Expenses.*** Notwithstanding the likely dedication of some of the drainage facilities and installations comprising the Drainage System for public use and maintenance, any costs of maintaining, repairing or replacing components thereof, particularly the Retention Ponds, may represent an ongoing expense of the Corporation and constitute Common Expenses pursuant to this Declaration, subject to Assessments.

7. UTILITIES AND PUBLIC SERVICES.

- (A) ***Utilities and Related Easements.*** There is hereby created and reserved by Declarant and the Initial Owner for the benefit of Declarant, the Corporation, the Owners and their respective successors and assigns, non-exclusive, perpetual

Utility Easements as depicted on Exhibit "C" or as so reserved in a deed to a Parcel for the purpose of allowing connection to, installing, replacing, repairing, maintaining, constructing, reconstructing, replacing and upgrading the utility and other common services (e.g., cable television) to the CENTER or any portion thereof. To the extent possible, all lines and facilities serving the CENTER and all structures appurtenant thereto shall be located underground. Further, Declarant hereby reserves onto itself, and is hereby expressly given, the right and power to discriminate among, and extend to, such public and private utility companies providing utility services and other providers of common services to the CENTER as it may elect in its sole discretion as well as to Applicable Governmental Authorities and/or Owners of Parcels (other than the Parcel through which easement rights are extended), the right, and authority to use, on a non-exclusive basis, such Utility Easements. For purposes hereof, subject to Section 8 of this Declaration, sanitary sewers shall be considered a utility. Upon the granting of any such easement rights by Declarant, it shall be expressly permissible for the providing utility or provider within the Utility Easements to take any of the following actions:

- (i) Install and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities;
- (ii) Cut and remove any trees, bushes or shrubbery or grade, excavate or fill to the extent reasonably necessary to erect and maintain required pipes, lines, manholes, pumps and other necessary equipment and facilities; or,
- (iii) Take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems;

PROVIDED, however, that upon completion of any such installation, maintenance, repair or replacement, the utility company, provider or Owner involved therewith shall take reasonable and necessary action as soon as practical to repair any damage caused thereby, and shall restore the Utility Easement area affected to good condition. In the case of an Owner, upon a failure to comply herewith and repair and restore as required hereby (or commence and proceed as soon as practical to completion, if compliance within such period is not reasonably possible), within five (5) business days (Monday through Friday, excluding national holidays) following notice from the Board specifying in what respect compliance has not occurred, the Board shall have the right (but not the obligation) to take such action, the cost of which shall represent the basis for a Special Assessment against the Owner who is in noncompliance and the Parcel owned by such Owner.

- (B) ***Public Services and Related Easements.*** Declarant and the Initial Owner hereby create and grant to Applicable Governmental Authorities, a perpetual, non-

exclusive, right and easement to enter upon, over and across the Real Estate or any part thereof, or any Parcel for the purpose of performing reasonable and necessary duties and activities related to: (i) law enforcement; (ii) fire protection; or, (iii) the preservation of health, safety and general welfare in the event of an emergency, or as may otherwise be required by applicable law. In connection herewith, the exercise of the easement rights herein granted shall be undertaken reasonably, taking into account the circumstances for which exercise is required, and vehicular ingress and egress shall be limited wherever possible to driveways, parking areas and other hard surfaced portions of the Real Estate so as to minimize any damage to landscaped areas.

- (C) **General Maintenance of Easement Areas.** Portions of the Real Estate burdened by the easements created and reserved under this Section 7 shall be routinely maintained by the Owner or Owners thereof as a part of routine, regular maintenance and in a manner consistent with the remainder of the Parcel where located, and no permanent structures or landscaping shall be permitted or placed therein, except: (i) landscaping, identification or incidental signs, light structures, flag poles or other similar structures approved by the Architectural Review Board as a part of initial Development or thereafter as required by this Declaration or permitted by any rules adopted and published from time to time by Declarant or the Board [but only to the extent any such landscaping or structures do not unreasonably interfere with: (i) the easement rights granted in this Section 7; and (ii) driveways and parking areas].

8. **SANITARY SEWERS** Subject to approval by Declarant as to location, sanitary sewers and appurtenant facilities may be installed within Utility Easements, Private Street or Public Street right-of-ways or other easements including the Watercourse Easement, and (subject to approval and payment of fees imposed by Applicable Governmental Authority) shall be made available for use in connection with Development of a Parcel. Sanitary sewers (not to include connecting laterals or other similar sewer lines designed to serve only one (1) Parcel) within the CENTER installed as a part of the General Plan of Development, are anticipated to be, at least in part, dedicated to the public. To the extent not offered for dedication to the public and accepted for dedication, any continuing costs for maintenance, operation, repair, replacement, restoration or changes to sanitary sewers [not to include connecting laterals or other similar sewer lines designed to serve only one (1) Parcel] will represent Common Expenses subject to Assessments pursuant to this Declaration.

9. **LANDSCAPE AND SIGN EASEMENTS.**

- (A) **Landscape and Sign Easements.** Perpetual, non-exclusive "Landscape and Sign Easements" designated on Exhibit "C" hereto or as so reserved in a deed to a Parcel, or provided for in the Grant of Easement Agreement, are hereby created for the benefit of Declarant and the Corporation, their successors and assigns, to: (i) place, install, plant, fertilize, seed or otherwise maintain the landscaping, grass, ground cover and other vegetation within portions of the Real Estate; and, (ii) installation and maintenance of CENTER identification and other signage as set

forth in Section 9. Wetlands, if any, comprising a part of the CENTER and which are to be preserved and/or maintained as required by applicable law shall also constitute Landscape and Sign Easements. No Owner shall change, alter or replace any landscaping, grass, vegetation or signage within any Landscape and Sign Easement without the approval of the Board. All costs incurred by the Corporation in connection with the exercise of the easement rights herein granted shall constitute Common Expenses subject to Assessment as provided in this Declaration.

- (B) ***Installation of Signs by Declarant.*** Declarant shall have the right to install (and thereafter maintain, replace, restore, repair and change) street, CENTER identification, incidental and informational signage within any of the Common Properties of a design, type, color and character determined by Declarant in its sole discretion, subject only to applicable land use regulations and receipt of required permits. Any such signage shall also be permitted within any Private Street Easements or Utility Easements contiguous to any Public Street or Private Street right-of-way or any Landscape and Sign Easements. Following construction, the sign and sign structures located in the Landscape and Sign Easements shall constitute a part of the Common Properties, and any costs for the reconstruction, restoration, refurbishment, replacement, change, maintenance and operation thereof shall constitute Common Expenses subject to Assessments pursuant to this Declaration.
- (C) ***By an Owner.*** Any free-standing sign structure, building signage, temporary signage, banners, flags, promotional or sale signage or any interior signage visible from the exterior, proposed to be placed, erected or permitted to remain on a Parcel by an Owner (or any occupant) thereof with respect to any Business, building or use, whether identification signage, incidental or directional signage, or otherwise, shall be located, constructed in a manner (and shall be of a height, dimension, color, size, composition, material, illumination and character) which complies with: (i) applicable zoning restrictions then in effect; and, (ii) approvals first given by the Architectural Review Board, either as part of Development of a Parcel or thereafter as a condition precedent to the erection or placement thereof, which approval shall not be unreasonably withheld, conditioned or delayed. Signage identifying contractors, subcontractors, developers or others involved in construction upon or development of a site ("Construction Signage") shall not be permitted without the prior written approval of Declarant, which approval Declarant hereby reserves the right to deny on an arbitrary basis within its sole discretion. Declarant hereby reserves, and is otherwise hereby granted by each Owner, an irrevocable license to enter upon any Parcel without being a trespasser, and to remove and dispose of any Construction Signage not approved as herein required by Declarant, without notice to the Owner of such Parcel or to the party or parties identified thereby.

10. **GENERAL MAINTENANCE EASEMENT.** There is hereby reserved and created for the use of Declarant, the Corporation and their respective agents, employees, successors and

assigns, a non-exclusive, perpetual maintenance easement to enter upon any Parcel for the purpose of mowing, removing, clearing, cutting or otherwise controlling underbrush, weeds, stumps or other unsightly growth and removing trash, planting and maintaining shrubs and trees in any green space herein, and to control animals, birds and insects, and otherwise engage in pest control, so as to maintain a CENTER Wide Standard of health, fire safety and appearance, provided that the easement herein granted shall not be construed or interpreted as imposing any duty or obligation upon Declarant or the Corporation to take any such action, perform any such duties or engage in any such activities. In the event, however, Declarant or the Corporation elects to exercise the maintenance easement rights granted hereby based upon a failure by the Owner of a Parcel to take (or commence to take and complete as soon as practical) required action within five (5) business (Monday through Friday, excluding national holidays) days after notice from the Board specifying the maintenance needed, the cost incurred in connection therewith shall constitute the basis for a Special Assessment against the Owner and the Parcel involved pursuant to this Declaration.

11. **ADDITIONAL EASEMENTS.** Each Owner shall have the right to create or reserve additional easements on a Parcel for ingress and egress, driveways, parking areas and for other purposes, provided any such easements are not inconsistent with the provisions of this Declaration or any other applicable land use or other regulations, laws or ordinances of Applicable Governmental Authorities and, except in the case of easements in favor of public or private utility suppliers in connection with the development of such Owner's Parcel, such easements are first submitted to the Board for review and are approved by the Board

12. **EDGEWATER CORPORATE CENTER SERVICE ASSOCIATION, INC**

- (A) ***Shareholders.*** Declarant is a Shareholder. The Initial Owner is a Shareholder. Each successor Owner shall also automatically be a Shareholder and shall enjoy the privileges and be bound by the obligations contained in this Declaration and the Articles and By-Laws and shall remain a Shareholder until such time as such ownership of its applicable real estate ceases for any reason, at which time such Owner's shares in the Corporation shall automatically pass to its successor in title. If a Person would realize upon their security and become an Owner, that Person shall then be subject to all the requirements and limitations imposed by this Declaration, including provisions with respect to the payment of Assessments. In the event the Owner of any real estate is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The shareholder rights of a Parcel owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Corporation, subject to the provisions of this Declaration.
- (B) ***Voting.*** The Corporation shall have two (2) classes of Shareholders, Class A and Class B. The rights of the Class A and Class B Shareholders with respect to voting matters shall be as follows:

- (i) **Class A.** Class A shareholders shall be all Owners (including Declarant as to any Parcels it owns).

The number of votes to which each Class A Shareholder shall be entitled shall be in proportion to such Shareholder's Percentage Interest. Notwithstanding the foregoing, however, Class A shares shall be non-voting and shall be subject to the voting control of the Class B Shareholder for such period of time as Declarant either: (a) elects to appoint a majority of the members to the Board; or, (b) elects to act in lieu of the Board, subject in the case of both (a) and (b), however, to the limitations imposed by subsection (ii) hereof. The vote for a Parcel shall be disregarded if more than one Person involved in ownership seeks to exercise the right to vote

- (ii) **Class B.** Declarant is a Class B Shareholder. The Class B Shareholder shall be entitled to appoint all of the members of the Board and shall be entitled to one hundred percent (100%) of the votes of the Class A Shareholders as to Corporation matters and matters with respect to the CENTER and this Declaration until the earliest of: (i) thirty (30) days following the date upon which ninety percent (90%) of the total acreage comprising the Real Estate within the CENTER at any given point in time has been sold or conveyed to Persons other than either the Initial Owner and/or Declarant [or an entity either owned by Declarant, affiliated with Declarant or one in which at least twenty percent (20%) of the ownership is held by Persons having an ownership interest in Declarant, and which entity is holding title primarily for the purpose of Development or sale following Development]; (ii) the date upon which Declarant determines, in its sole discretion, to terminate its rights as herein provided, which termination shall become effective upon recordation of an instrument which so specifies in the Office of the Register of Deeds of Lancaster County, South Carolina; OR, December 31, 2025 (the earliest of such dates being herein referred to as the "Class B Expiration Date"). Upon the Class B Expiration Date, Declarant will cease to be a Class B Shareholder.
- (iii) **Control for Decision-making Purposes.** Except where a different percentage may be specified in the Declaration, as to any vote requiring the approval of the Shareholders, a majority of the Percentage Interests of the Shareholders shall control for decision-making purposes

- (C) **General Powers.** The Corporation shall have the powers set forth in this Declaration and in the Articles, together with all other powers that belong to it by law.

- (D) **Personal Property and Real Property for Common Use.** The Corporation, acting through its Board, may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Corporation and the proceeds thereof, after deducting therefrom the costs incurred by the Corporation in acquiring or selling the same, shall be held by and for the benefit of the Corporation. The share of the Owner in the funds and assets of the Corporation cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of ownership of a Parcel also transfers the shares in the Corporation which is appurtenant to such Parcel.
- (E) **Rules and Regulations.** The Corporation through its Board may make and enforce reasonable rules and regulations with respect to the activities of the Architectural Review Board, the use and enjoyment of any of the Common Properties, or of any easements maintained by the Corporation for the Private Streets, sidewalks and pathways, which rules and regulations shall not contravene the rights and duties established by this Declaration
- (F) **Primary Responsibilities.** The Corporation, subject to collection of required Assessments, shall exercise reasonable efforts to maintain and keep in good repair and operation the following properties or areas and/or provide the following services:
- (i) The Drainage System (including, with limitations, any legal drain included as a part thereof), Retention Ponds and the Watercourse to the extent such maintenance is not provided by Applicable Governmental Authorities;
 - (ii) The Landscape and Sign Easements, including any landscaping or structures therein, unless otherwise provided by this Declaration;
 - (iii) The Private Streets and Private Street rights-of-way, if any;
 - (iv) Snow removal from the Private Streets and, if approved (and contracted for) by the Board, from the Public Streets within the CENTER to the extent snow removal is otherwise not adequately provided by Applicable Governmental Authority; and,
 - (v) Any other Common Properties.

The primary responsibilities herein specified shall not be changed or eliminated, in whole or in part, without: (i) the approval of eighty-five percent (85%) of the Percentage Interests of the Class A Shareholders and, prior to the Class B Expiration Date, the approval of the Class B Shareholder; and, (ii) the making of adequate provisions for the replacement of such service or maintenance on behalf of the Shareholders and Corporation and in a manner consistent with the CENTER Wide Standard.

- (G) **Optional Responsibilities.** In addition to its Primary Responsibilities, the Corporation may, but is not obligated to, provide additional services and assume additional responsibilities as the Shareholders may approve and direct and which reasonably accrue (although not necessarily on the same basis or to the same degree) to the benefit of all of the Parcels within the CENTER without discrimination, including, but not limited to, snow removal and maintenance of the individual Parcels, and security services within the CENTER, but not within any buildings or structures located thereon. Assumption of any such additional responsibilities shall be considered upon recommendation of the Board by the Shareholders and shall require the approval of seventy-five percent (75%) of the Percentage Interests of the Class A Shareholders and, prior to the Class B Expiration Date, the approval of the Class B Shareholder in order for the costs thereof to be deemed Common Expenses.
- (H) **Reserve for Replacements.** The Board may establish and maintain Reserves for Replacements. If established, a Reserve for Replacements shall be created by the allocation and payment to a reserve fund of an amount estimated annually (or on some other periodic basis) by the Board to defray, in whole or in part, the costs of periodic anticipated major repairs, renewals and replacements required to maintain the Common Properties in good repair as well as any other personal property or improvements to real property for which the Corporation has assumed maintenance responsibilities other than the Private Roads, including, but not limited to, the Drainage System to the extent not maintained by Applicable Governmental Authorities, the Landscape and Sign Easements, and the like. A separate Reserve for Replacements may be created by the Board for each Private Road.
- (I) **Termination of Class B Shareholders.** Upon termination of the Class B class of Shareholders in the manner otherwise provided herein, the consent, approval or vote of the Class B Shareholder will no longer be required, but no such termination shall affect the rights and powers of Declarant otherwise set forth in this Declaration.

13. ASSESSMENTS

- (A) **Creation and Types.** Declarant hereby covenants, and each Owner of any part of the Real Estate by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation two (2) types of Assessments: (i) General Assessments; and, (ii) Special Assessments as follows:
- (i) **General Assessments.** General Assessments levied by the Corporation shall be used exclusively for performance of the duties and responsibilities established by this Declaration, for the improvement, maintenance and operation of the Common Properties, and to discharge the maintenance and other obligations assumed by

the Corporation respecting the Drainage System and with respect to those easement areas within the CENTER as to which the Corporation may have maintenance responsibilities as identified herein, excepting and excluding the Private Streets. A portion of the General Assessments may also be used to establish and fund a Reserve for Replacements; provided, however, in no event shall the component of the General Assessments established for the Reserve for Replacements exceed an amount equal to 10% of the other components of the General Assessments.

- (ii) **Special Assessments.** Special Assessments authorized herein are for the purpose of defraying, in whole or in part, the cost of any major reconstruction, repair or replacement of a part of the Common Properties or within any easement areas for which the Corporation has maintenance responsibilities hereunder, including, but not limited to, Landscape and Sign Easements, Private Streets [but only computed and assessed as permitted by 13(B)(ii)(b) hereof] and the Drainage System to the extent not maintained by Applicable Governmental Authorities. The levy of a Special Assessment, computed and assessed as provided by Section 13(B)(ii)(b) hereof, shall also be permitted to cover annual anticipated maintenance of a Private Street. The levy of a Special Assessment shall also be permitted: (a) to cover any extraordinary or unexpected expense of any kind for which a Reserve for Replacements and/or General Assessments are inadequate; (b) to cover any budget shortfall; and, (c) against less than all Shareholders for those purposes otherwise identified in Computation of Assessments, subpart (B)(ii)(b) of this Section 13.

(B) **Computation of Assessments.**

- (i) **General Assessments.** By vote of a majority of its members, the Board shall, at least sixty (60) days before the beginning of each fiscal year, prepare and adopt a budget covering the estimated Common Expenses of the Corporation during the coming year. Once adopted, the Board shall fix the General Assessment per acre based upon the Percentage Interest of each Owner so that the total aggregate General Assessments when collected will produce enough income to meet budgeted Common Expenses. Once the budget and amount of the General Assessment to be levied against each Owner for the following year has been determined, a copy of the Budget and the amount of applicable General Assessment shall be provided to each Owner no later than thirty (30) days prior to the beginning of the fiscal year for which it applies.

(ii) *Special Assessments.*

- (a) *All Shareholders.* The Corporation may levy Special Assessments in proportion to the Percentage Interest of each Owner for those purposes set forth herein, provided the decision to levy any such Special Assessment receives the affirmative vote of at least a majority of the Percentage Interests of each class of the Shareholders. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be permitted to be paid in installments.
- (b) *Less than All Shareholders.* The Corporation, acting through the Board (and without the need for an affirmative vote of at least a majority of the Percentage Interests of the Shareholders), shall have the right to levy Special Assessments against any Shareholder individually or any group of Shareholders and their respective Parcels and/or real estate to reimburse the Corporation for costs and expenses incurred to remedy a failure on the part of a Shareholder (or his Parcel) and/or real estate to comply with Restrictions imposed by this Declaration, amendments hereto or any Supplemental Declaration, or by the Articles or By-Laws, or by the Parcel Development Guidelines or any rules and regulations from time to time promulgated and published by the Board or the Architectural Review Board. The Corporation, acting through the Board (and without the need for an affirmative vote of at least a majority of the Percentage Interests of the Shareholders), shall also have the right to levy Special Assessments, to cover snow removal, general and extraordinary maintenance, repair, restoration or reconstruction of the Private Streets. Special Assessments as to each Private Street shall be levied only against those Parcels (and the Owners thereof) which have both frontage upon and driveway access thereto, and which are otherwise computed on a parcel basis as in the case of General Assessments. With respect to each Private Street, a budget shall be prepared and adopted by a vote of a majority of the members of the Board, at least sixty (60) days before the beginning of each fiscal year to cover estimated maintenance costs. Once adopted, the Board, shall fix the Special Assessment per acre based upon the percentage interest of each affected Owner so that the total aggregate Private Street Special Assessment will produce enough income to cover the budgeted expenses.

- (C) *Date of Commencement of General Assessments.* The obligation to pay Assessments shall commence as to each Parcel on the day on which such parcel is

conveyed to a Person other than Declarant and shall be due and payable in such manner and on such schedule as the Board may from time to time require. The initial General Assessment payable shall be adjusted according to the number of months remaining in the current fiscal year of the Corporation and number of days remaining in the month in which the Parcel and/or real estate first became subject to Assessment.

- (D) ***Effect of Non-payment of Assessments: Remedies of the Corporation.*** Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at a percentage rate no greater than the current statutory, maximum annual interest rate, the applicable rate to be set by the Board for each fiscal year. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment, plus any expenses or costs (including, but not limited to attorney fees and court costs) incurred by the Corporation in collection, all without relief from valuation and appraisal laws. If the Corporation has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Corporation may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Parcel, nor shall any diminution or abatement of Assessments be claimed or allowed by reason of any alleged failure of the Corporation to take some action or perform some function required to be taken or performed pursuant to this Declaration, or for any inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Corporation, or from any action taken by the Corporation to comply with any law, ordinance, order or directive of any Applicable Governmental Authority. The obligation to pay Assessments represents a separate and independent covenant on the part of each Owner. In the event of non-payment the voting rights applicable to the Parcel in question shall be suspended until the payment of delinquent Assessments (together with interest and costs, if any) is brought current. In the event of non-payment, the Corporation shall also have the right to record a Notice of Lien on any Parcel subject thereto in the Register of Deeds of Lancaster County, upon the filing of which there shall exist a perfected lien for unpaid Assessments which shall be prior and superior to all other liens, EXCEPT, the lien of any recorded first mortgage (meaning for purposes hereof, a first mortgage made in good faith and for value and having first priority over other mortgages) and to any valid tax or Special Assessment lien on the Parcel in favor of any governmental taxing or assessing authority. Sale or transfer of any Parcel shall not affect any recorded assessment lien. The Corporation shall have the right to enforce any such assessment lien by suit, judgment and foreclosure, and shall have the power, acting on behalf of the Owner, to bid for the Parcel at foreclosure sale and to acquire and hold, lease, mortgage or resale the same. During any period of ownership of a Parcel by the Corporation following foreclosure, no right to vote shall be exercised on its behalf and no Assessment shall be levied against it, any

Assessments that would have been otherwise collectible being prorated against the other Parcels.

- (E) ***Declarant/Initial Owner Not Obligated to Pay Assessments.*** Notwithstanding anything which may be construed to the contrary, neither Declarant nor the Initial Owner shall have responsibility to pay Assessments on any Parcel or any part of the Real Estate it owns or in which it has a contract interest until it commences structural improvements thereon in accordance with plans approved by the Architectural Review Board. Except as otherwise expressly provided in this paragraph, no property in the CENTER remaining unsold by the Initial Owner or Declarant shall be subject to Assessment, and Declarant or the Initial Owner, as the case may be shall maintain such property (excluding the Common Properties) at its own expense.
- (F) ***Certificates.*** The Corporation shall, upon demand by an Owner, within ten (10) business (Monday through Friday, excluding national holidays) days, furnish a certificate in writing, signed by an officer of the Corporation (one who is not the Owner of or associated in any way with the Owner of the Parcel with respect to which such certificate is requested) that the Assessments on the Parcel for which information is requested have been paid or that certain Assessments remain unpaid, as the case may be, and stating the amount unpaid. Any Person purchasing or proposing to purchase the Parcel or proposing to finance or refinance a Mortgage thereon and acting in good faith shall have the right to rely upon such certificate without further investigation or inquiry. The Corporation shall have the right to charge a reasonable fee, not to exceed Five Hundred and No/100 Dollars (\$500.00), to defray costs incurred in furnishing any such requested certificate.
- (G) ***Annual Statement.*** Not later than one hundred and twenty (120) days after the end of each calendar year, the Corporation shall deliver to each Owner a statement showing the Assessments collected for the prior year, the actual Common Expenses and other costs and expenses incurred by the Corporation for the prior year, each Owner's Percentage Interest, and the amount then due by the Owner to the Corporation, or then due by the Corporation to such Owner, on account of the difference between such Owner's share of such actual costs and expenses and the Assessments paid by such Owner. If such statement shows amounts due to the Corporation, payment shall be made to the Corporation of the amount due within twenty (20) days after delivery of such statement to such Owner. If such statement shows amounts due to such Owner from the Corporation, the same shall be credited against the Assessments next payable by such Owner.
- (H) ***Audits.*** The books and records relating to the costs and expenses incurred by the Corporation, the Assessments and the allocation thereof among the Owners for any calendar year may be audited by an authorized representative of any Owner, at such Owner's expense, upon reasonable prior notice, at any time during normal

business hours and where maintained by the Corporation, within two (2) years after the receipt by such Owner of the annual statement delivered to such Owner under Section 13 (G) above.

14. **ARCHITECTURAL REVIEW BOARD, CONTROLS AND STANDARDS, APPROVALS REQUIRED AND PROCEDURES.**

- (A) ***Type, Size, Nature, Quality and Character of Improvements and Parcel Development Permitted.*** No Parcel shall be developed or improvements constructed, altered, placed or permitted to remain on any Parcel of any nature, kind or character, temporary or permanent, without having first submitted plans, specifications and other materials as required by subpart E of this Section 14 and which meet in all respects the standards and requirements imposed by the Parcel Development Guidelines then in effect. It shall be the duty of each Owner prior to any Parcel development or the preparation of any plans or specifications in connection therewith to first obtain a copy of the current Parcel Development Guidelines from the Architectural Review Board, and to require its architects, engineers, contractors and others involved in Parcel development on its behalf to comply in all respects with the standards and requirements imposed thereby. Notwithstanding anything in this Section 14 to the contrary, improvements or alterations to or remodeling of the interior of a building shall not be subject to the submittal requirements of this Section 14 and shall not require the approval of the Architectural Review Board.
- (B) ***Permitted Business Uses.*** No Parcel shall be developed for a use which is inconsistent with the following designated standards:
- (i) Any building(s) constructed upon Parcels generally depicted on Exhibit "B" other than Parcel A shall be restricted to use and development for general office purposes. Also permitted shall be retail and/or service uses which are compatible, subordinate, appropriate and incidental to the primary uses hereinabove identified and which are located in the same building, such as a food shop, sundry shop, barber shop, café, cafeteria, pharmacy, stationary or gift store, newsstand, dry cleaner, optical goods, florist and other similar subordinate use.
 - (ii) Parcel A as generally depicted on Exhibit "B" shall be limited to development for up-scale and/or business park related retail purposes, restaurant or professional office (not to include drive-in, fast food or carry-out restaurants).
- (C) ***Approval Required.*** No Parcel shall be improved or developed without the Owner thereof having first made required submittals to, and having obtained the approval of, the Architectural Review Board in the manner required by this Declaration

(D) **Purpose.** The purpose for which plans are required to be submitted and approvals are required to be obtained from the Architectural Review Board is:

- (i) to foster continuity and consistency in appearance, architecture, design, building location, driveway placement, parking lot layout, overall construction standards and general quality of construction (but not the individual elements of construction), to enforce the CENTER-Wide Standards as may be adopted by the Board and the Architectural Review Board from time to time and to promote harmony as to such matters in various portions of the CENTER and the CENTER as a whole;
- (ii) to enforce necessary guidelines, including Parcel Development Guidelines, for minimum required standards;
- (iii) to ensure landscaping consistent with the quality of improvements in the CENTER, the character of the uses therein and existing topography within the CENTER; and,
- (iv) to promote and endeavor to protect the value of the CENTER and the Parcels developed therein and the improvements located thereon.

This Section and its subparts, or any of the duties and obligations imposed hereby, shall not apply to Declarant with respect to the General Plan of Development or any site work, excavations, utilities, sewers, the Drainage System, or other improvements or work as elements thereof. The provisions of this Section shall also be inapplicable to any construction, improvements or modifications to the CENTER by or on behalf of the Corporation. This Section and its subparts may not be amended or changed without Declarant's written consent so long as Declarant owns any undeveloped land subject to this Declaration and available for Development.

(E) **Composition of Architectural Review Board.** With respect to the review and approval of plans for development of a Parcel or Parcels within the Real Estate and for all other purposes herein the Architectural Review Board shall consist of five (5) Members selected by Declarant (and by the Board after the Class B Expiration Date). The following criteria shall apply to all Architectural Review Board proceedings:

- (i) Each member shall serve for a minimum term of twenty-four (24) calendar months or until removed as herein provided.
- (ii) A member may be removed with or without cause, in which event the vacancy resulting from removal shall be filled as soon as practical. Removal shall only be permitted by majority vote of the five (5) member Architectural Review Board.

- (iii) A Chairman shall be selected to preside at the meetings, which shall only be held on an as-needed basis as called by the Chairman.
- (iv) Three (3) members shall constitute a quorum for all purposes hereunder.
- (v) The affirmative vote of a majority shall be required to approve plans otherwise submitted for review and approval hereunder.
- (vi) The fees charged by the architect or engineer who is a member of the Architectural Review Board for time spent in reviewing plans hereunder shall be paid by the party seeking plan approval.
- (vii) The Architectural Review Board shall have exclusive jurisdiction to review plans and issue approvals which are required by this Agreement.
- (viii) The Architectural Review Board may promulgate and publish rules and regulations governing the practices and procedures required to be followed in order to obtain approvals required hereunder.
- (ix) In the exercise of its discretion hereunder, the Architectural Review Board shall require any plans submitted hereunder to be in substantial conformity with minimum standards from time to time published by the Architectural Review Board.
- (x) In the event plans are disapproved, the Architectural Review Board shall furnish the applicant with specific reasons for such disapproval and, at its option, may suggest modifications in such plans which would render the plans acceptable to the Architectural Review Board if resubmitted.
- (xi) Members of the Architectural Review Board shall have the right to freely exercise discretion in the performance of their duties consistent herewith. In any judicial proceeding challenging a determination by the Architectural Review Board, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Architectural Review Board, could only conclude that such determination constituted a clear abuse of discretion.
- (xii) The Architectural Review Board shall upon request review preliminary development plans for a Parcel and provide guidance and input in order to minimize the costs associated with developing final plans and specifications and in obtaining required approvals

- (xiii) The Architectural Review Board may, within its sole discretion, charge a reasonable review fee with respect to the review of plans and specifications or other submittals required to be made hereunder.
- (xiv) Approvals issued by the Architectural Review Board shall not be construed or interpreted as representing or implying that any of the plans, specifications or standards will, if followed, result in properly designed or constructed improvements, nor shall the Architectural Review Board be held responsible in any manner whatsoever or liable in any respect for any defects in any plans or specifications submitted, revised or approved pursuant hereto, nor for any loss or damage to any person claimed to arise out of or in connection with any such approval or disapproval, nor for any loss or damage resulting from construction or improvement (although consistent with such approval) which is otherwise in violation of any governmental ordinance, regulation, land use restriction or applicable zoning, nor shall there be any liability or responsibility for any defects in construction undertaken pursuant to such plans and specifications
- (xv) In exercising its approval rights, the members of the Architectural Review Board shall take into consideration the agreement by the parties in principal to develop the CENTER as a first class business park.

(F) ***Submission of Plans and Other Materials Required.*** Before consideration will be given to any request for approval hereunder, FOUR (4) COPIES of the following must be submitted to the Architectural Review Board: (i) complete plans and specifications and an accurate and complete plot plan, drawn to reasonable scale and prepared by a licensed architect or registered engineer, prepared in full compliance with any standards, procedures or guidelines promulgated and published by the Architectural Review Board; (ii) an Application in the prescribed form; (iii) a check covering the full amount of any applicable review fee imposed by the Architectural Review Board; and, (iv) any other data, samples or other information which may be requested by the then applicable Parcel Development Guidelines or by written request of the Architectural Review Board **The forty-five (45) day time period hereinafter prescribed for the Architectural Review Board to review plans and specifications shall not commence to run until a complete submittal has been received and receipt thereof has been acknowledged in writing by the Architectural Review Board.** No grading, site work, staking, construction, alteration, repainting, re-staking or other exterior changes, nor any site work, including any sidewalks, driveways, parking lots, decks, awnings, walls, fences, exterior lights, loading docks, trash dumpsters, trash removal areas, signs, (including but not limited, to building signs) garages or other outbuildings, nor any other exterior additions, changes or alterations shall be made until complete plans and other materials with respect thereto, complete as herein required, have

been received by, and written approvals obtained from, the Architectural Review Board.

- (G) ***Form of Decision.*** Upon proper and complete submittal acknowledged in writing as provided in subpart (C) hereof, one (1) copy of the plans, specifications and other related data so received shall be retained in the records of the Architectural Review Board and the other copy shall be returned to the Owner marked "Approved", "Approved as Noted" or "Disapproved". In the event that the Architectural Review Board fails to approve, modify or disapprove in writing, or to request additional information, within forty-five (45) days following receipt, (acknowledged in writing by the Architectural Review Board as provided in subpart (C) hereof) of required submittals, the plans and specifications shall be deemed approved, but only to the extent such plans or specifications do not violate express provisions of the applicable Parcel Development Guidelines, this Declaration or applicable laws, ordinances or rules and regulations of Applicable Governmental Authorities.
- (H) ***Further Architectural Review Board Approvals Required.*** In addition to those matters otherwise set out in this Section 14 or in other parts of this Declaration that require Architectural Review Board approval before action can be taken thereon, the following additional matters shall also require prior written approval of the Architectural Review Board:
- (i) The location of any curb cut to a Public Street or a Private Street from a Parcel within the CENTER.
 - (ii) Color, materials and texture of the exterior walls of any buildings constructed within the CENTER or any change thereof following initial construction.
 - (iii) Signs affixed to any building or painted upon any building located on a Parcel within the CENTER or any changes in such signage.
 - (iv) The screening and location of all loading docks and facilities.
 - (v) The screening and location of all trash dumpsters and containers or trash pickup areas, in order to insure proper concealment from the view of neighboring parcels.
 - (vi) The screening of rooftop equipment on any building located on a parcel within the CENTER
 - (vii) All exterior antennas, aerials or satellite dishes.
 - (viii) All flagpoles or other types of exterior poles upon a Parcel within the CENTER

- (ix) Any fences, walls or barriers of any kind on any Parcel within the CENTER
- (x) Plans covering the landscaping upon a Parcel and any landscaping, grading, excavation or filling of any nature upon a Parcel, whether in connection with initial improvement or thereafter.
- (xi) Any alteration, modification, addition to or other changes to the exterior of any building or structure on a Parcel after initial required approvals have been obtained hereunder and occurring during construction or following substantial completion.

Applicable regulations, standards and guidelines shall be satisfied by any Owner or other Person on its behalf seeking a decision from the Architectural Review Board respecting any of the foregoing matters, applications shall be filed in the form prescribed, and submissions shall otherwise be made in writing to the Architectural Review Board as may be reasonably required. With respect to each such matter, the Architectural Review Board shall have forty-five (45) days following receipt (acknowledged in writing by the Architectural Review Board) of required submittals to deliberate and consider the matters presented. If a written decision is not rendered by the Architectural Review Board within forty-five (45) days after receipt (acknowledged in writing as aforesaid) of necessary and required fees, deposits and submittals, the request shall be deemed approved

15. **ADDITIONS TO COMMON PROPERTIES** Prior to the Class B Expiration Date, Declarant, in its sole discretion, hereby reserves the right to add (but shall have no obligation to add) additional amenities to the CENTER at no cost to the Corporation. In the event additional amenities are added, whether of the type described herein or otherwise, and whether including all or any of the features described, such amenities (or such part thereof as Declarant may direct) shall, upon completion, but only if so directed in writing by Declarant, become part of the Common Properties, the maintenance, repair, restoration, operation, reconstruction, alteration, modification of which, or any change in which, shall constitute Common Expenses subject to Assessments. Additional amenities may (but not necessarily will) include, without limitation, one or more of the following: jogging or walking trails or paths, tennis courts and other open-air recreational facilities, workout facilities, greenways, conservation areas and other similar improvements. Additional amenities shall not include any clubhouse or other buildings or fully enclosed structures, except: (i) structures related to or housing equipment which is a part of the Drainage System (i.e., pumps) or the sanitary sewers (i.e., lift station); or (ii) a shelter, gazebo, shed or similar small-scale structure associated with a picnic area, tennis or basketball court.

16. **INSURANCE AND LOSSES**

- (A) ***Casualty Insurance.*** To the extent available on a commercially reasonable basis, the Corporation shall purchase comprehensive all-risk fire and extended coverage insurance (or the reasonable equivalent), insuring all of the insurable Common Properties owned by the Corporation or for which the Corporation has

maintenance responsibilities, in an amount consistent with the full replacement value.

- (B) ***Commercial General Liability Insurance.*** The corporation shall also purchase a commercial general liability insurance policy having coverage limits in such amount or amounts as the Board may from time to time deem appropriate, but in no event providing a limit of liability of less than two million dollars (\$2,000,000.00) for injuries to persons (including death) and one million dollars (\$1,000,000.00) for loss or damage to property, written on a combined single limit basis. Such commercial general liability insurance policy shall include as named insureds the Corporation, its officers, directors and employees, the Shareholders of the Corporation, Declarant and any managing agent who may from time to time be contracted by the Board to manage all or any part of the affairs of the Corporation or all or any part of the Common Properties.
- (C) ***Other Insurance.*** The Corporation shall also obtain such other forms of insurance as may be required by law, including, but not limited to, worker's compensation and occupational disease insurance, or as may be deemed necessary or desirable by the Board, including, but not limited to: (i) a fidelity bond or bonds on directors, officers, employees and other persons responsible for the handling of Corporation funds; and (ii) directors liability insurance coverage.
- (D) ***Premiums.*** The premiums for all insurance kept and maintained by the Corporation shall represent Common Expenses subject to Assessments.
- (E) ***Adjustment of Losses Covered by Insurance.*** The Board shall have the right to negotiate and settle any casualty losses with respect to Common Properties which are covered by insurance. Each Owner by the acceptance of the deed to a Parcel subject to this Declaration hereby appoints the Board as his agent to adjust any such claims, and hereby waives any right to any share of amounts paid by any insurance carrier in connection therewith.

17. **CONDEMNATION.** In the event of condemnation of all or any part of the Common Properties, the Board, on behalf of the Corporation as the Owner of the Common Properties, shall represent the Owners in any litigation, negotiation or settlement regarding such Condemnation. Each Owner, by the acceptance of a deed to a Parcel, hereby appoints the Board to act on his behalf in such capacity. Any costs incurred by the Board in handling such matters shall represent Common Expenses subject to Assessments.

18. **OBLIGATIONS OF OWNERS.**

- (A) ***General Obligations.*** Owners shall at all times comply with the terms and conditions of this Declaration, shall make submittals to the Architectural Review Board as and when required which are in compliance with all requirements and standards imposed by the then applicable Parcel Development Guidelines and await receipt of necessary approvals in writing before proceeding with any action for which approval is required by the terms and provisions of this Declaration;

shall at all times comply with any rules and regulations promulgated and published by either the Board or the Architectural Review Board and shall comply with applicable land use restrictions governing the improvement, use or occupancy of any Parcel within the CENTER or any improvements constructed thereon; shall incorporate within any leases, licenses or other contracts respecting the use or occupancy of any improvements constructed on any Parcel or any portion thereof, terms and provisions which require compliance by occupants, their guests and invitees, with this Declaration and any rules and regulations promulgated and published by the Board or the Architectural Review Board; shall not permit at any time any use or occupancy of a Parcel or of any improvements constructed thereon that would constitute a nuisance or represent an unreasonable danger or a hazard to the Owner or occupants of any adjacent Parcels; shall require that the use or storage of any hazardous or toxic materials required in connection with the operation of any business upon a Parcel comply with all applicable health, environmental and hazardous waste management laws, rules and regulations; and, shall not undertake or permit any activity upon, or use of, a Parcel at any time which would cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the CENTER, or which would be in violation of any law or governmental code or regulation or which would be contrary to the CENTER wide standard. In addition, each Owner of a Parcel adjacent to a Public Street shall maintain a green space between the right of way and any improvements located on said Parcel (including parking lots) of no less than fifteen (15) feet without the prior written consent of the Board.

- (B) ***During Construction Activities.*** During construction upon a Parcel, the Owner thereof shall take necessary steps to assure the following:
- (i) That construction is completed within a reasonable period of time from the date of commencement, taking into account the size and complexity of the project and in strict conformance with approvals received from the Architectural Review Board;
 - (ii) That appropriate steps are taken to avoid curb breakup with respect to the curbs on any Public or Private Streets during construction, whether through the use of heavy equipment, transported materials, or otherwise;
 - (iii) That no track vehicles or heavy equipment are operated or unloaded on any of the Public or Private Streets within the CENTER;
 - (iv) That the construction site is maintained in a clean and orderly manner and that scrap lumber, building materials, loose shingles and the like which can blow onto adjacent properties are not left laying around and that construction trash is contained within a trash fence or adequate dumpsters and removed from the construction site at least weekly;

- (v) That any dirt, mud or debris or other foreign material of any kind which may be deposited upon any Public Street or Private Street within the CENTER is properly and promptly cleaned up and removed.
- (vi) That any outside toilets used during construction are located on the construction site at a location which is away from any Public Street or Private Street within the CENTER and otherwise located only as approved by the Architectural Review Board (in this connection, the location of any such outside toilets shall be noted on the plot plan submitted for review and approval).
- (vii) That upon completion of construction, all remaining building materials and equipment are removed from the construction site and (taking into account seasonal conditions) final grading of the site is done and exposed land sodded, seeded or otherwise landscaped as soon as practical consistent with a landscape plan approved by the Architectural Review Board.
- (viii) That construction comply with all applicable land use laws and applicable development restrictions and any requirements or standards included in the then applicable Parcel Development Guidelines.

Upon a failure by an Owner to cause compliance with the foregoing conditions within five (5) business days (Monday through Friday, excluding national holidays) after the receipt of notice from the Board specifying in what respect compliance has not occurred, the Board shall have the right (but not the obligation), without being a trespasser, to enter upon the construction site, take action necessary to ensure compliance, and the costs thereof shall represent the basis for a Special Assessment against the Owner and the Parcel in question.

- (C) **Ongoing Maintenance.** Each Owner shall maintain and repair in good condition at all times, buildings, structures or other improvements (including but not limited to interior sidewalks, driveways, signage, sign structures, lighting and light structures and the like) and all landscaping constructed or located upon a Parcel (including any areas of a Parcel encumbered by Utility Easements, Landscaping and Sign Easements (except to the extent any such maintenance activities have been undertaken by the Declarant or the Corporation), Private Street Easements and any other applicable easements); and shall be responsible for the removal of snow, fallen leaves, debris and trash which from time to time accumulate and see to the mowing and fertilization of grass and other shrubs, trees and elements of landscaping as and when needed to maintain the condition of each Parcel in a manner consistent with the CENTER Wide Standard. Each Owner shall also provide for the proper replacement of any plants, shrubs or trees, grass or other

ground cover which fails, taking into account seasonal conditions. In the event that Declarant or the Board determines that any Owner has failed or refused to comply with the terms hereof and to provide required maintenance, cleaning, repair or replacement as and when needed, Declarant or the Board shall provide written notice to such Owner detailing his failure, neglect or refusal to do so, and the intention of the Corporation to provide such necessary maintenance, cleaning, repairs or replacements unless Owner undertakes to do so and complete the work required in connection therewith within twenty (20) days following the receipt of any such notice and in a workmanlike manner, or, if impossible within that time period, to commence such work and complete it as soon as practical. If Owner fails to respond as aforesaid, the Corporation shall have the right, but not the obligation, to enter upon the Owner's Parcel without being a trespasser and to complete the necessary maintenance, cleaning, repairs or replacements in such manner as it may determine necessary and appropriate in its sole discretion, subject to reasonableness, and to charge all costs incurred in connection therewith against such Owner in the form of a Special Assessment. If an Owner on more than one (1) occasion in any consecutive twelve (12) month period fails, neglects or refuses to take the action required herein, the Board shall also have the right to assess an additional fee of seventy-five dollars (\$75.00) per day (the "Non-Compliance Fee") for each day beyond twenty (20) days after receipt of notice as aforesaid, that an Owner fails to take necessary action after receipt of a notice from Declarant or the Corporation as herein provided. Such Non-Compliance Fee shall constitute a personal obligation of the Owner, and a lien upon the Owner's Parcel. Such Non-Compliance Fee is imposed to help defray and account for the administrative time and effort expended by the Corporation in addressing such Owner's failure to comply with the terms and provisions contained herein. Each Owner by acceptance of a deed to a Parcel in the CENTER subject to this Declaration, acknowledges that maintaining the good condition of properties within the CENTER is necessary and desirable to maintain the value and reputation of the CENTER, and accepts the rights of Declarant and the Board hereunder.

19. **INITIAL OWNER RIGHTS.** On or after January 1, 2015, the Initial Owner may effectuate a limited termination of the encumbrance of this Declaration upon any of the Real Estate then owned (and continuously held from the date hereof) by said Initial Owner and which remains undeveloped by taking the following action: (i) providing to the Board and Declarant at least sixty (60) days, but no more than one hundred eighty (180) days, prior written notice of the Initial Owner's intent to exercise the rights set forth in this Section 19; and, (ii) filing a notice of such limited termination with the Office of the Register of Deeds of Lancaster County, South Carolina. No such termination of the encumbrance of this Declaration upon any of the part of the Real Estate owned by Initial Owner which remains undeveloped as provided in this Section 19 shall terminate, extinguish, limit or affect in any manner whatsoever (i) the Utility Easements, Drainage Easements, Landscape and Sign Easements, Watercourse Easement, Public Street Easements, Private Street Easements and Sidewalk Easements, theretofore created or established for the benefit of the Real Estate of any other Owner upon or encumbering the aforesaid real

estate of the Initial Owner; or (ii) the obligations of the Initial Owner and its successors in-title under Section 13 hereof.

20. **GENERAL PROVISIONS**

(A) ***Amendment of Declaration.***

- (i) **Generally.** This Declaration may be amended at any time by an instrument signed by the appropriate officers of the Corporation acting pursuant to authority granted by not less than the affirmative vote of the Owners, as Class A Shareholders, holding at least seventy-five percent (75%) of the Percentage Interests of the Class A Shareholders and Declarant, for so long as Declarant remains a Class B Shareholder; provided, however, no such amendment shall: (a) unreasonably restrict or diminish the rights of Owners with respect to Parcels conveyed to such Owners prior to the amendment, or materially and adversely affect the rights and interests of Mortgagees holding first mortgages on Parcels at the time of such amendment, or grant or establish any easement through, across, over or under any Parcel, unless in each case the written consent and concurrence of such amendment is given by the Owner(s) and Mortgagee(s) of such Parcel so affected by such amendment; or (b) alter or change the responsibility of the Initial Owner with respect to the payment of Assessments pursuant to Section 13 (E) of this Declaration without the written consent and concurrence of the Initial Owner.

- (ii) **By Declarant.** Declarant hereby reserves the unilateral right to amend and revise the standards, covenants and restrictions contained in this Declaration as follows:
 - (a) Prior to the Class B Expiration Date, Declarant may unilaterally amend this Declaration and revise the standards, covenants and restrictions contained in this Declaration or any part hereof, or the location of any easements created or reserved hereunder, PROVIDED THAT no such amendment shall: (i) unreasonably restrict or diminish the rights or increase or expand the financial obligations of Owners other than Declarant with respect to Parcels conveyed to such Owners (other than Declarant) prior to the amendment, or adversely affect the rights and interests of Mortgagees holding first mortgages on Parcels (other than Parcels owned by Declarant) at the time of such amendment; (ii) grant or establish any easement through, across, over or under any Parcel which Declarant has previously conveyed, unless the written consent and concurrence to such amendment is given by the Owner(s) of any such Parcel(s) so affected by such amendment; or (iii) affect the limitation in Section 13 (E) with respect to the

obligation of the Initial Owner to pay Assessments, without the written consent and concurrence of the Initial Owner.

(b) After Declarant ceases to be a Class B Shareholder but continues to own any property within the CENTER, Declarant shall remain entitled to unilaterally amend this Declaration to include additional land (which although not necessarily adjacent, must be located in the neighboring geographic area to the Real Estate now comprising the Center) as a part of the CENTER, subject only to the covenants, restrictions, standards and other provisions contained herein

(iii) **Effective Date.** Any amendment permitted hereby shall become effective upon recordation in the Office of the Register of Deeds Lancaster County, South Carolina.

- (B) **Duration.** This Declaration and the covenants, conditions and restrictions contained herein are for the mutual benefit and protection of the present and future Owners, the Corporation and Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming by, through or under them, for a period of thirty (30) years from the date of recordation in the Register of Deeds of Lancaster County, South Carolina, at which time this Declaration and the covenants, conditions and restrictions contained herein shall be automatically extended for successive periods of ten (10) years each.
- (C) **Severability.** Whenever possible, each Restriction contained herein and each provision of this Declaration shall be interpreted in such manner as to render it valid and effective. If, however, the application of any provision of this Declaration or of any Restriction contained herein to any Person or to any property is prohibited or held invalid by final judgment entered by a court of competent jurisdiction, such prohibition or invalidity shall not affect any other provision or Restriction contained herein or the application thereof to the extent it can be given effect without the invalid provision or Restriction or its application. The provisions and Restrictions contained herein are intended to be, and should be construed and interpreted, as severable.
- (D) **Rights of Assignment.** Notwithstanding any other term or provision contained herein which might be construed to the contrary, Declarant shall have the right to transfer and assign to any other Persons or entities all or any of its rights and obligations hereunder, provided that the transfer shall not reduce any such obligation or enlarge any such right beyond that contained herein, and provided further that upon any such transfer, Declarant's Class B shares shall expire, unless: (i) such transfer is made to an affiliate of Declarant (meaning for purposes hereof an entity owned by Declarant or one or more of the owners of Declarant); or, (ii) such assignment or transfer occurs when Declarant remains the Owner of, or continues to have a contract interest in, thirty (30) or more acres of the Real

Estate which comprises the CENTER, and the transfer and assignment expressly provides for the transfer of Declarant's rights or obligations in its capacity as Declarant hereunder. Any such transfer or assignment shall be evidenced by a recorded instrument, recorded in the Office of the Register of Deeds of Lancaster County, South Carolina.

- (E) ***Right to Plat.*** Notwithstanding anything which may be construed herein to the contrary, Declarant expressly reserves the right to record a Plat or Plats of portions of the Real Estate so long as all of the property contained within any such Plat remains owned in fee simple by Declarant or if a part or portion thereof or interest therein is owned or held by other Persons, they join in or consent to the recordation of such Plat. In any such event, this Declaration and the terms and provisions hereof shall be incorporated by reference in any such Plat or Plats which are recorded as permitted hereby, and the Restrictions contained herein shall run with the land included in any such Plat or Plats.
- (F) ***Third Party Rights of Enforcement.*** This Declaration is recorded solely for the benefit of Declarant, the Initial Owner and the successor Owners thereto, and recordation shall not vest any right, title or interest whatsoever in the CENTER to any adjoining property owners or to any other third parties, nor shall any adjoining property owner or other third party have any rights of enforcement hereunder or any standing to object or enjoin any proposed extension, modification, amendment or change to this Declaration by either Declarant or the Owners. Except as otherwise specifically provided by this Declaration, no right of enforcement is intended to be vested by the terms and provisions hereof in any governmental authority.
- (G) ***Applicable Law and Interpretation.*** This Declaration shall be construed and interpreted under and in accordance with the laws of the State of South Carolina. The provisions hereof shall be construed together with and given that interpretation or construction which furthers the General Plan of Development and fosters its implementation. To that end, this Declaration will be liberally construed and, if necessary, the provisions expanded by implication as reasonably required to render them fully effective. Titles preceding various paragraphs and subparagraphs are for convenience and reference only and should not be used as an aid to the construction of any provision within this Declaration. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.
- (H) ***Rights of Declarant.*** NOTWITHSTANDING ANY TERM OR PROVISION CONTAINED HEREIN WHICH MIGHT BE CONSTRUED TO THE CONTRARY OR ANY TERM OR PROVISION IN THE ARTICLES OF INCORPORATION OR THE BY-LAWS, DECLARANT HEREBY EXPRESSLY RETAINS THE RIGHT, POWER AND AUTHORITY TO APPOINT AND REMOVE MEMBERS OF THE BOARD FOR SO LONG AS

DECLARANT REMAINS A CLASS B SHAREHOLDER PURSUANT TO THIS DECLARATION. DECLARANT ALSO HEREBY EXPRESSLY RESERVES THE UNILATERAL RIGHT, POWER AND AUTHORITY TO ADD ADDITIONAL REAL ESTATE TO THE CENTER AT ANY TIME, WHETHER OR NOT CONTIGUOUS, AND TO AMEND THIS DECLARATION AS NECESSARY IN ORDER TO EFFECT SUCH ADDITION. DECLARANT HEREBY ALSO EXPRESSLY RESERVES THE UNILATERAL RIGHT, POWER AND AUTHORITY FOR SO LONG AS II REMAINS A CLASS B SHAREHOLDER TO ACT IN THE NAME, PLACE AND STEAD OF THE BOARD IN THE EXERCISE OF THE RIGHTS RESERVED OR GIVEN TO THE BOARD (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO ENFORCE THE RESTRICTIONS) HEREUNDER.

- (I) *Non-liability and Indemnification.* Neither the members of the Architectural Review Board nor Declarant in acting upon or with respect to any submissions made to the Architectural Review Board by any Owner or other affected Person (including, but not limited to, any contractor, subcontractor, supplier or Declarant involved in the development of a Parcel within the CENTER or any lessee or other occupant of improvements comprising a part of such Development), regardless of the action taken, and whether any such request as submitted is approved, disapproved or failed to be acted upon, shall have any liability whatsoever arising out of or in connection with any act or omission, negligence, mistake of fact, lack of discretion, mistake in judgment, nonfeasance (whether individually or by any of its agents or employees), malicious conduct or bad faith in connection with any decision rendered thereon or failed to be rendered thereon or with respect to the time taken in rendering (or failing to render) any such decision. **IT IS THE INTENT** of this provision to discharge and/or exculpate Declarant, the Architectural Review Board, the individual members of the Architectural Review Board and their employees, agents and representative (or any consultants they may employ), from any personal liability for damages on account of any dispute concerning submissions made for approvals required by this Declaration. The limitations contained herein are intended to prevent any aggrieved party from making claims against the Declarant, the Architectural Review Board or any of its individual members for damages **BUT ARE NOT INTENDED TO LIMIT ANY OTHER REMEDIES** which might otherwise be available to any party believing themselves aggrieved by any action or inaction of Declarant, the Architectural Review Board or any individual member with respect to any submissions made for approvals required hereunder. Notwithstanding the foregoing, if any alleged aggrieved party seeks to collect damages by filing an action in any court in contradiction to the terms and provisions hereof, any party so named as a defendant in such action shall have the right to recover attorneys' fees and court costs incurred in the defense thereof, without regard to the outcome or whether or not some form of relief is awarded to the aggrieved party as plaintiff in such action. Nothing shall be construed herein to require Declarant, the Architectural Review Board or any individual member thereof to pay

attorneys' fees or costs to any Person prosecuting any such action, whether or not the prosecution thereof is successful or unsuccessful.

Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant. No duty of, or warranty by, Declarant shall be implied by or inferred from any term of this Declaration.

Officers, directors and Persons serving as members of committees appointed by the Board, including, but not limited to, the Architectural Review Board, shall not be liable for any mistake of judgment, neglect or otherwise, except for their own individual willful malfeasance, misfeasance, bad faith or misconduct. Neither the officers, nor the directors, nor any Person serving on a committee as aforesaid shall have personal liability with respect to any contract, agreement or commitment made by them while acting in their respective capacities as aforesaid, if made in good faith on behalf of the Corporation. The Corporation **SHALL INDEMNIFY AND SAVE HARMLESS** its officers and directors as well as any persons serving as committee members, from and against any and all losses, costs, liability or expense arising out of or in connection with any such contracts or commitments. In acting as a Class B Shareholder, the Declarant, when acting on behalf of the Corporation in lieu of the Board shall have and enjoy the rights of indemnification set forth herein. The rights to indemnification set forth herein shall be in addition to, and not in lieu of, any other rights to indemnification provided by the Articles of Incorporation or By-Laws

(J) ***Rights of Enforcement.*** In the event of a breach or violation of this Declaration or any of the Restrictions herein, and in addition to (and not in lieu of) other rights of enforcement contained herein, including, but not limited to, the right to collect a Special Assessment in cases where the Corporation undertakes to satisfy obligations otherwise imposed upon an Owner, the Board shall have the right to exercise any right or remedy available to the Corporation, at law or in equity, together with the following additional rights:

- (i) To correct the violation or breach, in which event, any costs incurred in connection therewith (including costs of enforcement) shall constitute a continuing lien upon the Parcel of the violating Owner or occupant;
- (ii) To suspend the voting rights of the Owner who is either in violation or owns the Parcel occupied by the Person in violation; or,
- (iii) Suspend the rights of the violating Owner or occupant to the use and enjoyment of any of the Common Properties.

Declarant shall also have all rights and remedies available at law or in equity in the event of a breach or threatened breach of the Restrictions contained herein or in the event of the violation or threatened violation of any rights granted to or reserved by Declarant pursuant to the terms and provisions

hereof. Declarant shall have the right to seek injunctive relief to enforce its rights hereunder, including the right to seek a mandatory injunction, and to the recovery of damages and any costs (including, without limiting the generality of the foregoing, attorneys fees and court costs) incurred in the prosecution of any action at law or in equity to enforce this Declaration or any rights of Declarant hereunder or under the Articles or By-Laws.

(K) *Notices.* Any notice required hereunder shall be in writing and shall be hand-delivered or sent by first-class United States mail, postage prepaid. All notices to Owners shall be sent or delivered to such addresses as have been provided in writing to the Corporation or if none has been given, at the common address for the Parcel owned by such Owner within the CENTER. Until otherwise advised of a change by notice in writing given five (5) days prior to the effective date, all notices to the Corporation shall be delivered or sent in care of Declarant to: Edgewater Park Partners, LLC, Attention: Gregory C. Gurnik, 401 Pennsylvania Parkway, Indianapolis, Indiana, 46280.

(L) *Conflict With Other Easement Agreement.* To the extent that the terms and provisions of this Declaration conflict with the terms and provisions of the Other Easement Agreement (including but not limited to provisions regarding construction and maintenance obligations of the parties and provisions regarding allocation of initial construction costs), which conflict cannot be reasonably reconciled, the terms and provisions of the Other Easement Agreement shall control.

IN WITNESS WHEREOF, Declarant and the Initial Owner have caused this Declaration to be executed on the day and in the year first above written.

Witness

Raymond

Schmitt

Edgewater Park Partners, LLC

By:

John Flint McNaughton, Member

"Declarant"

STATE OF North Carolina)
) SS:
COUNTY OF Mecklenburg)

Before me, a Notary Public in and for said County and State, personally appeared John Flint McNaughton, a member of Edgewater Park Partners, LLC, who, after having been duly sworn, acknowledged the execution of the foregoing Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center on behalf of such limited liability company.

WITNESS, my hand and Notarial Seal this 30 day of June 2005.

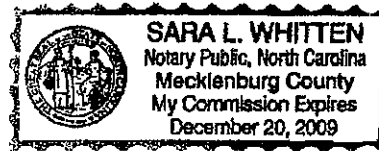
Sara L. Whitten
Sara L. Whitten Notary Public

My Commission Expires:

2-20-09

My County of Residence:

mecklenburg



Peppy M. White
[Signature]

Hans L. Lengers VIII, L.L.C.

By: [Signature]

Name: Hans L. Lengers

Its: Managing Member

"Initial Owner"

STATE OF SOUTH CAROLINA)
) SS:
COUNTY OF SOUTH CAROLINA)

Before me, a Notary Public duly sworn, acknowledged the execution of the foregoing Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center on behalf of such limited liability company.

WITNESS, my hand and Notarial Seal this 30th day of June 2005.

[Signature]
(SOUTH CAROLINA) Notary Public

My Commission Expires: 5-3-12

My County of Residence: Lancaster

This instrument was prepared by Michael C. Cook, Wooden & McLaughlin LLP, One Indiana Square, Suite 1800, Indianapolis IN 46204, Telephone: (317) 639-6151, Fax: (317) 639-6444, E-mail: mcook@woodmaclaw.com.

EXHIBIT A
WRITTEN DESCRIPTION

All that certain parcel of land lying and being situate in the Township of Indian Land, County of Lancaster, State of South Carolina, being a portion of the property of Hans L. Lengers VIII, LLC, as described in the Office of Clerk of Court for Lancaster County in Deed Book T-12 at page 294 (Plat # 3243), containing 79.303 acres, more or less, as shown on a map by ForeSite Engineering and Surveying dated March 17, 2005, revised June 8, 2005, for Lauth Property Group, and being more fully described as follows:

Commencing at a found South Carolina Department of Transportation monument (no identification), said monument being in the median of US Highway 521 (public right of way 182 feet); thence from said commencement point South 70°04'54" West for 90.59 feet to an old iron pin in the westerly right of way line of said US Highway 521, said pin being the POINT OF BEGINNING and the point of curvature for a non tangent curve to the left (concave east), said curve having the following parameters:

Radius: 7113.31 feet Central Angle: 02°16'08"
Chord Length: 281.66 feet Chord Bearing: S 09°06'34" E;

Thence with said westerly right of way and arc of said curve for an arc distance of 281.68 feet to a found ½ inch iron pipe; thence leaving said right of way and with lands of Larry W. Hart and Linda K. Hart, as described in Deed Book 6 at page 1259 N 87°29'03" W for a distance of 500.95 feet to a ½ inch iron pin (bent); thence with the lands of said Larry W. Hart and said Linda K. Hart and Billy Howard Revocable Declaration of Trust, Et. Al. (Deed Book 63, Page 164) and Jerry A. Pressley and Robbie C. Pressley (Deed Book C-6, Page 5996) S 40°09'34" W for a distance of distance of 2,549.74 feet to a found iron pin; thence continuing with common line of Jerry W. Pressley, described in Deed Book E-14 at Page 55 N 37°14'25" W for a distance of 663.91 feet to a found nail in a rock on the southeasterly right of way of Possum Hollow Road (also known as Road S-29-157, public right of way 66 feet); thence with said right of way N 04°58'00" E for a distance of 2,301.85 feet to a found ½ inch iron pin (bent) in the line of property of Margaret Barfield, described in Deed Book I-3 at Page 167; thence with the common line of said Margaret Barfield S 82°19'01" E for a distance of 370.75 feet to a found 1 inch iron pipe at the intersection of the line of property of Queensgate Investment Partners, LLC, described in Deed Book 61 at page 83; thence with said Queensgate Investment Partners, LLC S 82°23'37" E for a distance of 412.01 feet to a set ½ inch iron pin; thence with lands now or formerly of Southern Management Group, LLC., described in Deed Book 260 at Page 86 S 07°37'09" W for a distance of 258.17 feet to a point; thence continuing with said lands S 82°22'51" E for a distance of 139.87 feet to a set ½ inch iron pin at the point of curvature for a curve to the right (concave southerly), said curve having the following parameters:

Radius: 783.00 feet Central Angle: 5°45'37"
Chord length: 78.69 feet Chord Bearing: S 79°30'02" E;

Thence with said arc of said curve for an arc distance of 78.72 feet to a set ½ inch iron pin; thence S 76°37'14" E for a distance of 670.45 feet to a set ½ inch iron pin, to the point of curvature for a curve to the left (concave northerly), said curve having the following parameters:

Radius: 967.00 feet Central Angle: 12°19'53"
Chord Length: 207.72 feet Chord Bearing: S 82°47'10" E;

Thence along arc of said curve for an arc distance of 208.12 feet to a set ½ inch iron pin at the point of curvature for a curve to the left (concave northerly), said curve having the following parameters:

Radius: 20.00 feet Central Angle: 50°17'51"
Chord Length: 17.00 feet Chord Bearing: N 65°53'57" E;

Thence with arc of said curve for an arc distance of 17.56 feet to a set ½ inch iron pin at the point of curvature for a curve to the right (concave south easterly), said curve having the following parameters:

Radius: 60.00 feet Central Angle: 10°50'16"
Chord Length: 11.33 feet Chord Bearing: N 46°10'10" E;

Thence with arc of said curve for an arc distance of 11.35 feet to a set ½ inch iron pin at the point of curvature for a curve to the left (concave north westerly), said curve having the following parameters:

Radius: 20.00 feet Central Angle: 48°30'33"
Chord Length: 16.43 feet Chord Bearing: N 27°20'01" E;

Thence with arc of said curve for an arc distance of 16.93 feet to a set ½ inch iron pin; thence N 03°04'45" E for a distance of 145.92 feet to a set ½ inch iron pin at the point of curvature for a curve to the right (concave easterly), said curve having the following parameters:

Radius: 283.00 feet Central Angle: 4°32'24"
Chord Length: 22.42 feet Chord Bearing: N 05°20'57" E;

Thence with arc of said curve for an arc distance of 22.42 feet to a set ½ iron pin; thence N 07°37'09" E for a distance of 127.07 feet to a set ½ iron pin in the said line of said Queensgate Investment Partners, LLC; thence with said line S 82°23'46" E for a distance of 66.00 feet to a set ½ iron pin; thence with said Southern Management Group S 07°37'09" W for a distance of 127.09 feet to a set ½ iron pin at the point of curvature for a curve to the left (concave easterly), said curve having the following parameters:

Radius: 217.00 feet Central Angle: 4°32'24"
Chord Length: 17.19 feet Chord Bearing: S 05°20'57" W;

Thence with arc of said curve for an arc distance of 17.20 feet to a set ½ iron pin; thence S 03°04'45" W for a distance of 133.46 feet to a point at the point of curvature for a curve to the left (concave north easterly), said curve having the following parameters:

Radius: 20.00 feet Central Angle: 99°13'28"
Chord Length: 30.47 feet Chord Bearing: S 46°32'00" E;

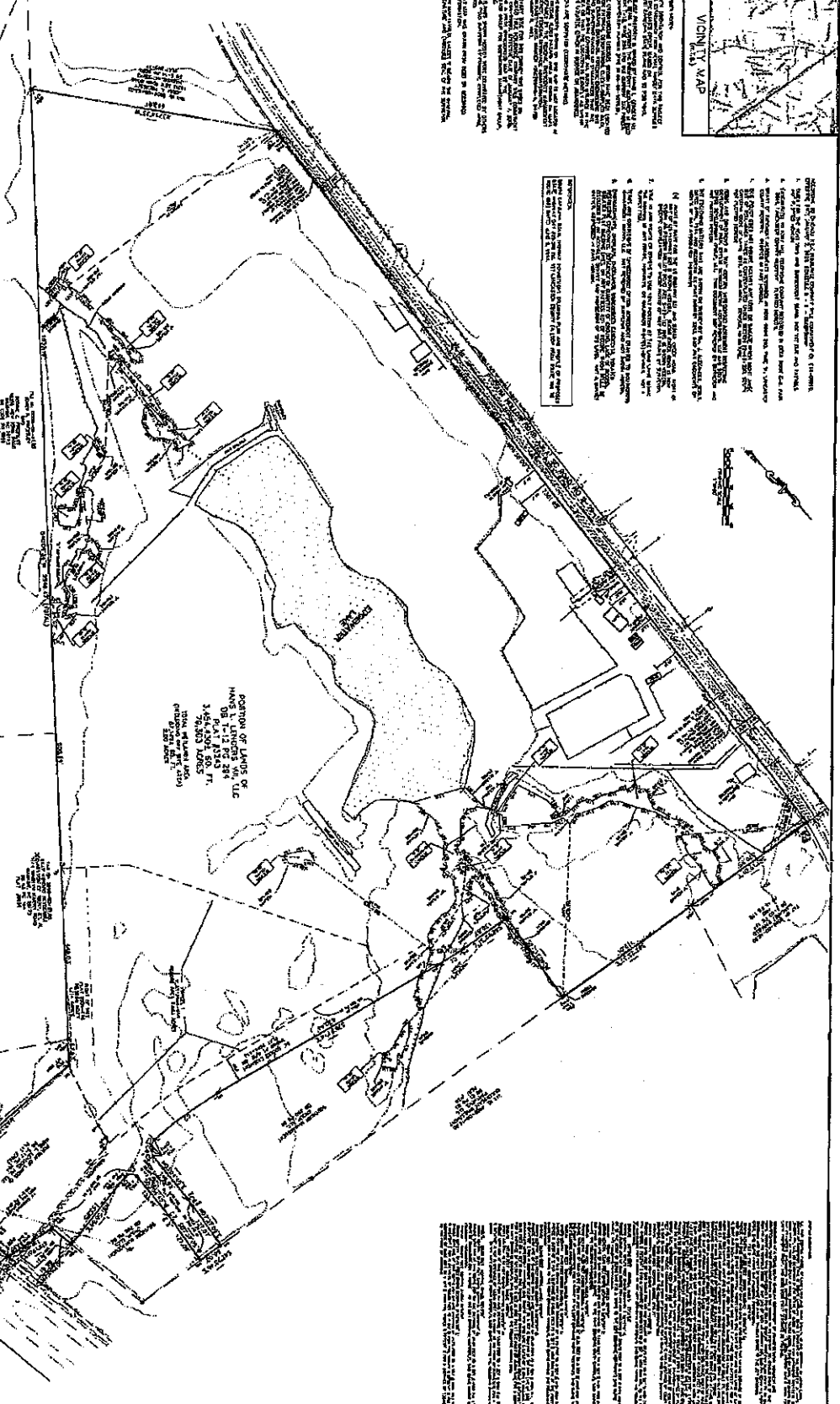
Thence with arc of said curve for an arc distance of 34.64 feet to a set ½ iron pin at the point of curvature for a curve to the left (concave northerly), said curve having the following parameters:

Radius: 955.00 feet Central Angle: 01°54'17"
Chord Length: 31.75 feet Chord Bearing: N 82°54'08" E;

Thence with arc of said curve for an arc distance of 31.75 feet to a set ½ iron pin; thence N 81°56'59" E for a distance of 193.95 feet to a set ½ iron pin; thence S 07°55'17" E for a distance of 66.61 feet to a set ½ iron pin; thence S 79°12'51" E for a distance of 136.40 feet to the POINT OF BEGINNING.

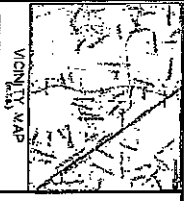
EXHIBIT "B"

SHEET NO.		241000ES	
DATE		11-15-08	
PROJECT		ALTA/ACSI LAND TITLE SURVEY	
CLIENT		LAURA PROPERTY GROUP	
PROJECT NO.		11-08-001	
JOB NO.		11-08-001-001	
DRAWN BY		J. W. [Name]	
CHECKED BY		[Name]	
DATE		11-15-08	
SCALE		AS SHOWN	
UNIT		FEET	
TOLERANCE		± 0.01 FT	



ACRES	0.0000
SQUARE FEET	0.0000
TOTAL AREA	0.0000

PORTION OF LANDS OF
 NAME OF
 AS DESCRIBED IN DEED BOOK 11-08-001
 TOTAL AREA
 SQUARE FEET



VICINITY MAP

1. THE SURVEY IS LOCATED IN THE VICINITY OF THE VICINITY MAP SHOWN HEREON. THE VICINITY MAP IS FOR INFORMATION ONLY AND DOES NOT REPRESENT A WARRANTY OF ANY KIND.

NOTICE TO THE PUBLIC: THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND ETHICS OF THE SURVEYING PROFESSION. THE SURVEYOR HAS EXERCISED DUE CARE AND SKILL IN THE PERFORMANCE OF HIS/DER DUTY.

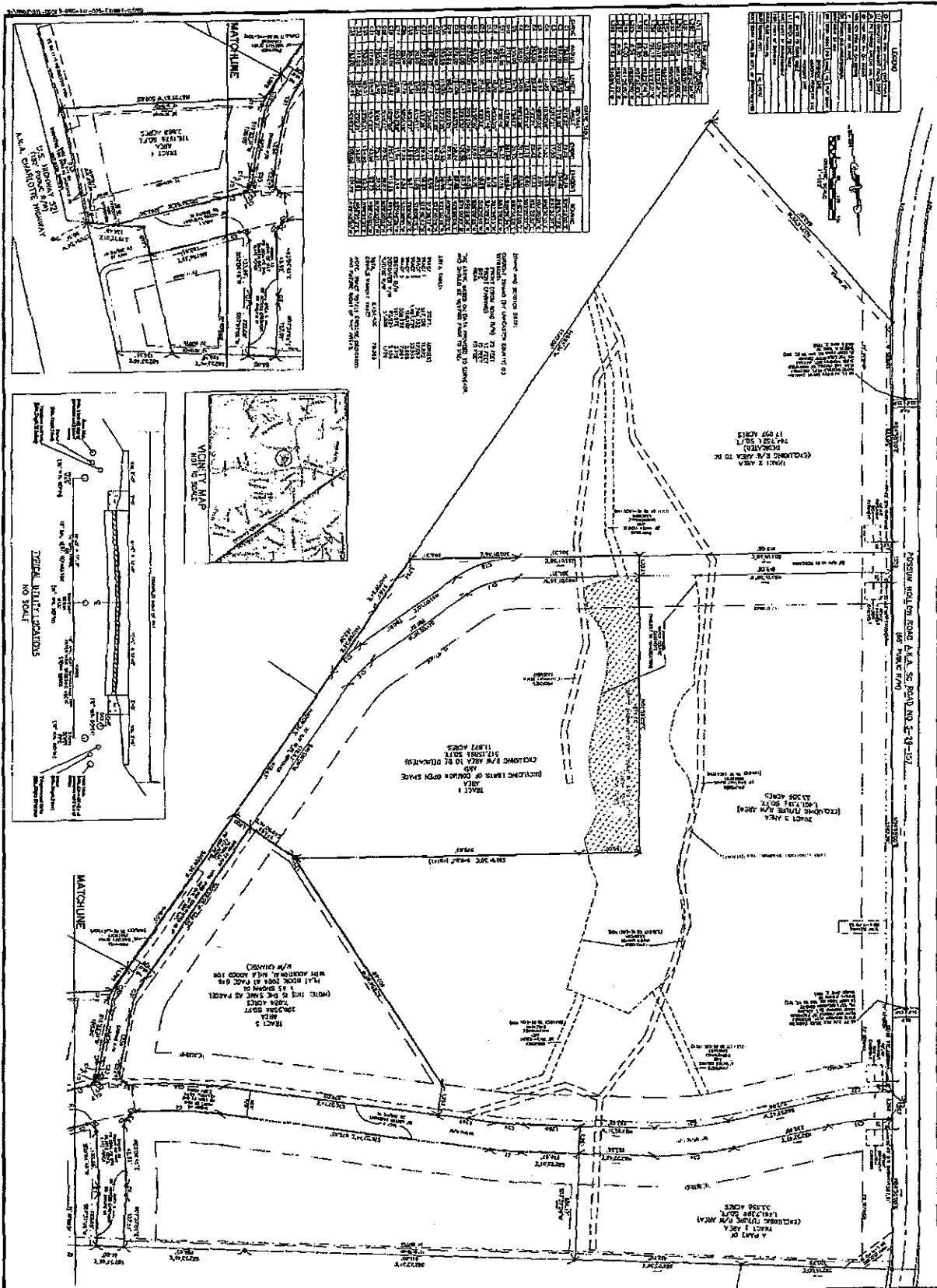
THESE PLANS AND SPECIFICATIONS WERE PREPARED BY FORESITE ENGINEERING AND SURVEYING, INC. THE SURVEYOR HAS EXERCISED DUE CARE AND SKILL IN THE PERFORMANCE OF HIS/DER DUTY.

FORESITE ENGINEERING AND SURVEYING, INC.
 1515 W. STATE ST. SUITE 100
 GREENSBORO, NC 27407
 (336) 733-1111

ALTA/ACSI LAND TITLE SURVEY
 A PORTION OF THE PROPERTY OF HAMB L. LONERS VIL LLC,
 AS DESCRIBED IN DEED BOOK 11-08, PAGE 228,
 LOCATED IN THE WYMAN LAND TRUST, VICINITY OF LENOIR, STATE OF SOUTH CAROLINA.
 SURVEYED FOR LAURA PROPERTY GROUP

1 OF 1

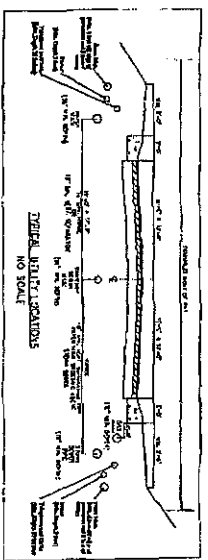
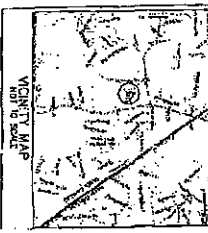
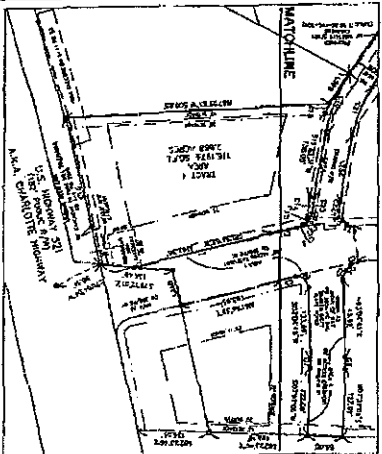
EXHIBIT "C"



TRACT	AREA (ACRES)	PERCENTAGE	REMARKS
TRACT 1	11.87	95.00%	EXISTING TRUCK TRAIL TO BE REMOVED
TRACT 2	1.00	8.00%	
TRACT 3	1.00	8.00%	
TOTAL	12.87	100.00%	

TRACT	AREA (ACRES)	PERCENTAGE	REMARKS
TRACT 1	11.87	95.00%	
TRACT 2	1.00	8.00%	
TRACT 3	1.00	8.00%	
TOTAL	12.87	100.00%	

TRACT	AREA (ACRES)	PERCENTAGE	REMARKS
TRACT 1	11.87	95.00%	
TRACT 2	1.00	8.00%	
TRACT 3	1.00	8.00%	
TOTAL	12.87	100.00%	



<p>EXHIBIT "C"</p> <p>Edgewater Corporate Center</p> <p>U.S. HIGHWAY 52</p> <p>LANCASTER COUNTY, SOUTH CAROLINA</p>	<p>FORESITE LAND SURVEYING</p> <p>2256 Edgemoor Road, Suite 100</p> <p>Charleston, SC 29405</p> <p>(803) 733-1111</p>	<p>LAUTH PROPERTY GROUP</p> <p>117 14th Street, Suite 200</p> <p>Charleston, SC 29401</p> <p>(803) 733-1111</p>	<p>117 14th Street</p> <p>Charleston, SC 29401</p> <p>(803) 733-1111</p>

