

STATE OF SOUTH CAROLINA

COUNTY OF YORK

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONETRACE SUBDIVISION**

THIS Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonetrace Subdivision ("Amended and Restated Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 2019.

This Amended and Restated Declaration replaces, in its entirety, the Declaration of Covenants, Conditions and Restrictions for Stonetrace Subdivision ("Original Declaration") which was recorded July 15, 2004 in Book 6406 Page 212 of the York County Clerk of Courts Office. The Original Declaration provides, in Article VIII Section 8.3 that the Original Declaration may be "amended or terminated during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Owners..." and at least seventy-five percent of the Owners have approved this Amended and Restated Declaration as evidenced by their signatures below.

Once recorded in the York County Clerk of Courts Office, this Amended and Restated Declaration shall become effective and shall replace entirely the Original Declaration.

Stonetrace is a residential development located in York County, South Carolina, more particularly described on EXHIBIT A which is attached hereto and incorporated herein (the "Property"). It is in the best interest of each person or other entity acquiring any property in Stonetrace that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land. This Amended and Restated Declaration shall provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in Stonetrace and for the continued maintenance and operation of such common areas as may be provided.

**DECLARATION**

In consideration of the premises and for the purposes stated, all of the Property is and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions (all of which are collectively referred to in this instrument as "restrictions"), which restrictions shall be

construed as covenants running with the land and shall be binding on all parties having any right, title or interest in the described real property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Amended and Restated Declaration" or "Declaration" shall mean this Amended and Restated Declaration which is recorded in the York County Clerk of Courts Office.

1.2 "Association" shall mean Stonetrace Home Owners Association, Inc., a non-profit corporation organized and existing under the laws of the State of South Carolina.

1.3 "Common Area" shall mean all real property owned by the Association in Stonetrace for the common use and enjoyment of members of the Association lying within the boundaries of the Property. Common Areas, shall be described and/or shown on the plats of Stonetrace recorded in the Office of the Clerk of Court of York County, South Carolina and designated thereon as "Common Area" or "Common Open Space".

1.4 "Lot" shall mean any numbered plot of land to be used for residential purposes shown upon any recorded subdivision plat of the Properties subject to this Declaration.

1.5 "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Stonetrace but excluding those having such interest merely as security for the performance of an obligation.

1.6 "Person" shall mean a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

1.7 "Plat" shall mean the plat of the Property recorded in Book C-294 Page 10 of the York County Clerk of Courts Office.

1.8 "Properties" or "Property" shall mean the Property described on the attached Exhibit A.

1.9 "Rules and Regulations" shall mean the rules and regulations that the Board of Directors adopts with regards to the Properties.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in York County, South Carolina and is more particularly described on Exhibit A attached hereto.

## ARTICLE III

## PROPERTY RIGHTS

3.1 Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the provisions of this Declaration, including but not limited to the following:

- (a) The right of the Association to limit the use of the Common Area and any recreational facilities thereon, if any, to Owners, their families and guests;
- (b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published Rules and Regulations, if any;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association members. No such dedication or transfer shall be effective unless the members entitled to at least two-thirds (2/3) of the votes in the Association agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cable-vision, water and sewerage utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership.

3.2 Delegation and Use. The right and easement of enjoyment granted to every Owner in Section 3.1 of this Article may be exercised by members of an Owner's family and guests thereof. An Owner may delegate to his tenants his rights of enjoyment in and to the Common Areas and such facilities thereon as may be provided, in accordance with the Association's Bylaws and Rules and Regulations, if any.

## ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.2 Voting, and Voting Rights. All Owners shall be entitled to one (1) vote for each Lot owned. When more than one person owns a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but no more than one vote shall be cast with respect to any Lot.

4.3 Suspension of Voting Rights. The Association may suspend the voting rights in the event any member is in default of the payment of any assessment levied by the Association or in the event any member is in violation of any provision of the Declaration, Bylaws or Rules and Regulations of the Association. Prior to any such suspension, the Board shall give the member written notice of the nonpayment or violation and shall hold a hearing to give the owner the opportunity to be heard regarding the matter in accordance with the provisions of Section 8.4 herein.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Purpose of Assessment. The assessments levied by the Association shall be used: (a) to provide funds for maintenance, upkeep, landscaping and beautification of the Common Area in Stonetrace; (b) to provide services for the Association members to promote the health, safety and welfare of the residents of Stonetrace, and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto; (c) for the payment of taxes assessed against the Common Area and any Association personal property, for insurance related to the Common Area, for the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful, the employment of security personnel; (d) to provide any service which is not readily available from any governmental authority related to the use, occupancy and enjoyment of the Properties and which the Association shall decide to provide; (e) to provide funds for the maintenance and repair of any street lights, either owned by the Association or rented, and the payment of all utility charges incident thereto, located within the boundaries of the Properties; (f) to provide funds for the maintenance, repair, upkeep and administration of the landscaped areas at the entrance to the subdivision and the common areas; (g) to provide funds for the maintenance and repair of any subdivision entrance monuments located on any portion of the Properties or on adjoining land over which the Association has easement rights; (h) for a contribution to reserve funds; and (i) and to carry out all other purposes and duties of the Association, as the Board, in their discretion, shall determine.

5.2 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in said Deed, is deemed to covenant and agree to pay to the Association the following:

- (a) Annual assessments ("Annual Assessments") for the purposes specified and in the amounts hereinafter set forth; and
- (b) Special assessments ("Special Assessments") as may be approved by the members, to be established and collected as provided herein.
- (c) Specific assessments ("Specific Assessments") which shall include any fines assessed against an Owner as provided herein.

The Annual, Special and Specific Assessment charges shall be a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment, together with interest, late charges, costs of collection, administrative fees, court costs and reasonable attorney's fees shall be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due.

5.3 Exempt Property. The assessments, charges and liens created under this Article shall not apply to the Common Area, any Lot which may hereafter be designated for common use as part of the Common Areas, any land granted to or used by a utility company or any Lot owned by the Association.

5.4 Maximum Annual Assessments. The maximum Annual Assessment may be increased each year above the maximum assessment for the previous year without a vote of the membership not

more than ten percent (10%) from the maximum Annual Assessment from the previous year.

- (a) The maximum Annual Assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (b) At least annually, the Board of Directors shall fix the Annual Assessment at an amount not in excess of the maximum herein provided.

5.5 Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy a Special Assessment provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

5.6 Notice and Quorum for Any Action Authorized Under Sections 5.4 and 5.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.4 and 5.5 of this Article shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence in person or by proxy of members entitled to cast thirty percent (30%) of all the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be reduced by half. The quorum shall continue to be reduced by half until such time as a quorum is present at the meeting and business can be conducted.

5.7 Date of Commencement of Annual Assessments, Due Dates, Certificate of Payment. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the Annual Assessment against each Lot and in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's Annual Assessment shall be the fixed amount. Written notice of any change in assessment rate shall be sent to every Owner. The Annual Assessments shall be due and payable on January 1 of each year unless the Board of Directors votes to collect such assessments on a different schedule. The due dates for the payment of Special Assessments shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate setting forth whether the assessments on a specified Lot have been paid to date.

5.8 Effect of Non-Payment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be assessed a late charge as determined by the Board of Directors and bear interest from the due date at an annual rate of fifteen percent (15%) but in no event above the then maximum legal rate, and to the extent allowed by law. The Association, or its agent or representative, may file a lien against the Lot, bring an action at law against the Owner personally obligated to pay the same and foreclose (in like manner as a mortgage foreclosure) the lien against the Lot to which the assessment relates, and interest, court costs, costs of collection, administrative fees and reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

5.9 Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any validly recorded and indexed prior mortgage. Any sale or transfer of any Lot shall not affect the assessment lien. Where the holder of a prior mortgage

or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of a prior mortgage, the purchaser and its heirs, successors, and assigns shall not be liable for the assessments against the Lot which became due prior to the acquisition of title to the Lot by the purchaser. The unpaid assessments shall be deemed to be a common expense collectible from all the Lot Owners, including the purchaser, its heirs, successors, and assigns. For purposes of this section, the term "acquisition of title" means and refers to the recording of a deed conveying title or the time at which the rights of the parties are fixed following the foreclosure of a mortgage, whichever occurs first. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

## ARTICLE VI ARCHITECTURAL. MAINTENANCE AND USE RESTRICTIONS

6.1 Architectural Control Committee. The Board may appoint an Architectural Control Committee (ACC) consisting of not less than three (3) members to serve and enforce the restrictions hereafter set forth. If the board does not appoint an ACC the Board will act as the ACC. The ACC shall have the ability to adopt additional architectural guidelines ("Guidelines") concerning the Property. Any such Guidelines, if adopted, will be recorded in the Clerk of Courts Office for York County, South Carolina and will be distributed to all Owners at least thirty (30) days prior to becoming effective. If there is a conflict between the Guidelines and a provision of this Declaration, this Declaration shall control.

6.2 Approval of Plans and Architectural Committee. No construction, reconstruction, remodeling, alteration, roofing, addition to any structure, building, fence, wall, drive, walkway, or exterior color change, shall be commenced or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made after completion of construction of said dwelling, unless and until three (3) complete sets of the plans and specifications showing the nature, kind, shape, height, color, material and location of the same shall have been delivered to the ACC either by personal hand-delivery or by certified mail with return receipt requested and approved in writing by the ACC. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications shall have been submitted to it, the approval shall be deemed denied.

6.3 Residential Use. All Lots shall be used for residential purposes only and no commercial activity shall be carried out on any Lot.

6.4 Building Line Requirements. Minimum setback lines which may be shown on any recorded plat of the Properties are not necessarily intended to create uniformity of setbacks; they are meant primarily to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate so as to preserve the trees and other natural vegetation, and to insure each Owner the greatest benefit and enjoyment. Any deviation from the building line requirements not in excess of ten percent (10%) thereof shall not be construed as a violation of the building line requirements.

6.5 Building Requirements.

- (a) General Requirements. The only structures to be erected, altered, placed or permitted on any Lot shall be one (1) single-family detached dwelling, and one (1) accessory building, which may include a detached garage, guest room or storage room, provided, however, that accessory buildings will be permitted only if the accessory building is of consistent architectural style with the main building and is not constructed prior to the

main building. In no event shall a metal, aluminum or tin storage building of any kind be permitted on any Lot at any time. All construction on Lots in Stonetrace shall first be approved by the ACC as herein set forth and shall meet all applicable building codes or other statutes or other regulations governing such construction. All construction in Stonetrace must be built on site. Thus, no trailers, mobile homes, "double-wides," manufactured homes, modular homes, or the like are allowed in any manner whatsoever.

- (b) Building requirements for dwellings. For any construction, improvements or changes made after the date this Amended and Restated Declaration is recorded all dwellings shall have a minimum roof pitch of five (5) feet for the majority of the roof areas and at least two (2) dormers.
- (c) Building requirements for accessory buildings. For any construction, improvements or changes made after the date this Amended and Restated Declaration is recorded the following requirements shall apply. Accessory buildings may be built on a concrete slab or with a raised floor. If an accessory building is built with a raised floor, the building must be anchored (in concrete) correctly to withstand at a minimum an F1 tornado (73 to 112 mph) or a category 2 hurricane (96 to 110 mph), must have the bottom enclosed, and the shingles, siding and paint colors must match the main dwelling.
- (d) Square Footage. No single-story dwelling shall be erected or placed on any Lot having a heated living area (exclusive of uncovered porches, stoops, terraces and attached garages) of less than 2200 square feet. No two-story dwelling shall be erected or placed on any Lot having a heated living area (exclusive of uncovered porches, stoops, terraces and attached garages) of less than 2200 square feet. The term "heated living area" shall not be interpreted to include accessory buildings, terraces, decks, open or screened porches, basements and upper levels or attics which are not actually served by heating and air conditioning and is not accessible to the main living areas by permanent fixed stairway.
- (e) Garage and Off-Street Parking. Every Lot Owner shall provide space for automobile parking off public streets in accordance with standards established by the ACC and such parking shall be completed prior to occupancy. Each home shall have a two-car garage. No on-street parking shall be permitted in the Property.

6.6 Walls, Fences and Hedges. No fence, hedge or wall of any type or kind shall be erected or maintained on a Lot except such fences, hedges or walls as may be installed, constructed or erected with the initial construction of the main dwelling located on said Lot, or as may later be approved by the ACC as described herein. Fences are to be used for enclosing backyards only and no fence shall be permitted in the front yard of any Lot. Any fence should connect with the main dwelling at the two rear corners of the house and shall not be located nearer to the front yard than the two rear corners of the house. No chain link fences shall be permitted at any time. Any fences erected prior to the date this Amended and Restated Declaration is recorded are grandfathered.

6.7 Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot. Tents may be erected in the rear of an Owners Lot for the purposes of parties and special occasions for a period not to exceed three (3) consecutive days. No trailer, shed, tent, garage, carport, or any other structure of a similar nature shall be used as a

residence either temporarily or permanently. No storage buildings, sheds, trailers or garages shall be allowed on a Lot unless approved in writing by the ACC.

6.8 Antennas. Owners shall be allowed to have one satellite dish on the Lot without ACC approval which is not visible from the street and which is not more than one meter in diameter in accordance with the Federal Communication Commission's Over-The-Air-Reception Devices Rule, however the location of the satellite dish shall be approved by the ACC.

6.9 Solar Panels. May be permitted on a Lot as long as they are not located on the front roofing or front yard space of a Lot and provided the location of the installation of the solar panels is approved in writing by the ACC. The ACC may include additional restrictions and requirements concerning solar panels in the Guidelines.

6.10 Animals and Pets. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats and other common household pets may be kept or maintained provided that (1) they are not kept or maintained for commercial purposes and (2) the animal has not and does not exhibit aggressive, vicious, threatening or dangerous behavior. In addition, pets shall not be permitted to disturb or cause a nuisance to occupants of other Lots in Stonetrace. Pet areas shall be kept clean and sanitary so as not to be offensive to other residents. Owners are responsible for cleaning up any waste materials caused by their animals on Common Area or on Lots. Pets shall at all times be kept on or within the Lot or restrained by a person capable of controlling the pet.

For purposes of this section "livestock or poultry" shall mean and refer to any animals typically found on a farm including, but not limited to the following; pigs, horses, mules, cows, sheep, goats, chickens, hens, roosters, and turkeys.

6.11 Signs and Flags.

- (a) No signs of any type or kind shall be erected, placed or permitted to remain upon or above any Lot or Common Area with the exception of:
- (b) A single sign "For Rent" or "For Sale," which sign shall not exceed two feet by two feet in dimension and shall refer only to the Lot on which it is displayed.
- (c) Special occasion signs related to new babies, birthdays, graduations, etc. for a period not to exceed one week.
- (d) A security sign indicating the Lot is protected by a security system. The number of signs, size, design and placement of the security sign shall be subject to approval by the ACC.
- (e) Signs required by law or code, such as building permits or legal notices. Such signs shall be promptly removed as soon as permitted by law.
- (f) No more than two (2) political signs shall be permitted per Lot. Political signs shall be permitted no more than thirty (30) days prior to the election and must be removed within forty-eight (48) hours after the election. No political sign exceeding two feet by two feet shall be allowed on the Property.



A single free-standing flagpole for the display of the flag of the United States only, or a single “wall-mounted” flag pole for each Lot may be allowed if approved by the ACC, which has the discretion to regulate the size and type of such flagpoles and the flags they carry. Seasonal, athletic team, scholastic, South Carolina and United States flags will generally be permissible, provided they are in good condition. The Board reserves the authority to prohibit the display of flags that may be considered to be offensive, inappropriate, or in poor condition.

6.12 Nuisances. No offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to any other Owner. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in any unclean or untidy condition or that is unsightly; nor shall any substance, thing or material be kept upon any Lot that will emit a foul odor or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding Lots. No trash, rubbish, stored materials, wrecked, un-licensed or inoperable vehicles, boats and/or trailers, recreational vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pick up by governmental and other similar garbage and trash removal service units. In the event any Owner fails or refuses to keep his Lot free from unsightly objects, weeds or underbrush in a manner satisfactory to a majority of the Board of Directors, the Association may, through its agent or representative, five days after posting a notice on such Lot or mailing a notice to the Owner thereof at his property requesting the Owner to comply with the requirements of this paragraph, enter and remove all such unsightly objects, debris or other vegetation at Owner's expense and Owner, by acquiring any Lot subject to this Declaration, agrees to pay such costs incurred by the Association in the enforcement of this paragraph promptly upon demand. No such entry as provided herein shall be deemed a trespass.

6.13 Clotheslines, Garbage Cans, Etc. All clotheslines, garbage cans, lawnmowers and similar equipment shall be kept in an enclosed structure or screened by adequate planting or fencing so as to conceal same from the view of neighboring Owners and streets. Any enclosed structure or screening must be of the same color as the predominant color of the main dwelling and must be approved in writing in advance by the ACC. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot.

6.14 Use of Common Areas. No planting or gardening by individual Owners shall be done upon any Common Area. Except for the right of easement of enjoyment in and to the Common Areas herein given to each Owner, Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed and prescribed by the Association's Board of Directors or as expressly provided for herein.

6.15 Maintenance.

- (a) Exterior maintenance, upkeep and repair to the main dwelling on each Lot, yard, fence, walkway and shrubbery shall be the sole responsibility and expense of the Owner of the Lot subject to such reasonable requirements as may from time to time be established by the Board of Directors or ACC to insure the continuity and harmony of exterior design of Stonetrace. All structures and improvements on Lots must be well maintained and shall be kept in a neat, clean and attractive condition at all times. Should a majority of the Association Board of Directors determine that any Owner has

failed or refused to discharge properly his obligations with respect to such maintenance, upkeep and repairs, the Association, through its agent or representative, may provide same as it may deem necessary and proper.

- (b) All Lots, together with the exterior of all improvements thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance, as to unimproved and improved Lots (including the area between the Lot line and the paved portion of any roadway), shall include, but shall not be limited to, the following:
  - (i) Lots shall be kept free of all litter, trash, refuse and waste.
  - (ii) Lots shall be kept free of weeds, overgrown bushes, trees and shrubs.
  - (iii) Grass shall be maintained so as to never grow long enough to develop seeds, shall be edged and shall have no weeds, dead patches, bare patches or overgrown areas on the Lot.
  - (iv) All sediment resulting from land disturbance or construction shall be confined to the respective Owner's Lot by using appropriate confinement measures.

In addition, maintenance of improved Lots shall include, but shall not be limited to, the following:

- (i) Any structures, including but not limited to, the main dwelling and accessory buildings shall be kept clean (free of mold, mildew and dirt) and painted as needed.
- (ii) Roofs, gutters and downspouts shall be kept clean and in a workable manner and shall be repaired or replaced as necessary to continue to perform their specified functions.
- (iii) Grass clippings shall not be piled on or left on sidewalks, driveways, or roadways.
- (iv) Trees, shrubs and vines should be pruned, shaped and maintained seasonally. All dead or decaying trees or shrubs shall be removed so as to avoid damage to other property.
- (v) Sidewalks and driveways should be maintained so there are no cracks, broken areas, etc. and shall be kept free of grass, weeds, ground cover, shrubbery and should be neatly maintained and free of dirt and stains.
- (vi) Leaves shall be raked and discarded or mulched in the fall seasons at least monthly.
- (vii) Dead plant material should be removed and replaced.
- (viii) Planting beds should be free of weeds and beds should be well defined and covered with appropriate ground cover (mulch, pine needles, etc.) so there are no bare spots.

In the event any Owner fails to appropriately maintain their Lot, house, accessory building or the landscaping located on his Lot as required in this section, the following "three-strikes rule" shall apply. The Association will give the Owner written notice of the violation with a specified period of time to correct the violation sent to the Owner's last known address. If the Owner fails to correct the violation within the period specified, the Association will send the Owner a second written notice of the violation with a specified period of time to correct the violation. If the Owner still fails to correct the violation, the Association will engage an attorney to handle the matter and all fines, attorney fees, court costs, etc., whether or not a suit is filed, will be the responsibility of the Owner and shall be a permanent charge and lien upon such Lot, enforceable to the same extent and collectible as an assessment as provided herein.

In addition to the remedy described above, the Association may, through its agent or representative, after approval by two-thirds (2/3) vote of the Board, have the right to enter upon said Lot and repair, maintain and restore the Lot and the exterior of the buildings and any other improvements thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and the Owner shall be personally liable to the Association for the costs of such maintenance, and the cost, until paid, shall be a permanent charge and lien upon such Lot, enforceable to the same extent and collectible as an assessment as provided herein. Such entry as provided herein shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out those provisions, provided such entry shall be at reasonable times and places so as not to interfere with the right of quiet enjoyment of the individual Lot Owner. No such entry shall be deemed a trespass.

6.16 Above Ground Swimming Pools. No above ground swimming pools are permitted.

6.17 Decorative Structures. No decorative statues, birdbaths, fountains, ornaments, figurines, or any other decorative structures or items are permitted in the front or side yards of any Lot except as approved in writing by the ACC.

6.18 Boats, Commercial Vehicles and Recreational Vehicles. No boats, commercial vehicles, or recreational vehicles shall be permitted on any Lot except in an enclosed garage.

6.19 Mailboxes. Mailboxes on each Lot shall conform to specifications set forth by the ACC. Faded or damaged mailboxes shall be replaced or repaired so as to maintain their original black, glossy finish. New or replacement mailboxes, posts, newspaper boxes and street number decals must be obtained from the mailbox company specified by the ACC in order to maintain a uniform look throughout the community.

6.20 Wetlands. Areas shown as Wetlands on any recorded plat of the Properties may lie subject to the Corps of Engineers Wetland Regulations or other applicable laws and regulations governing wetlands.

## ARTICLE VII EASEMENTS

7.1 General. Each Lot now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded Plat upon which such Lot is shown. No structure of any type shall be erected or placed upon any part of a Lot or the Common Area which will interfere with rights and use of any and all easements shown on said recorded Plat.

7.2 Utility and Drainage. An easement on each Lot is hereby reserved by the Association along, over, under and upon a strip of land five feet (5') in width parallel and contiguous to the rear or back Lot line of each Lot, in addition to such other easements as may appear on a recorded subdivision plat for Stonetrace. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility service lines to, from or for each of the Lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each and all improvements in it shall be maintained continuously by Owner, except for those improvements for which a public authority or utility company is responsible. With ten (10) days prior written notice to Owner, the Association may exercise the

right to remove obstructions in such easements upon Owner's failure to do so. For the purpose of this covenant, the Association reserves the right to modify or extinguish the herein reserved easements along any Lot lines when in its sole discretion adequate reserved easements are otherwise available for the installation of drainage facilities and/or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of the Association; provided, however, local service from utilities within easement areas to residences constructed upon any such Lots may be established without first obtaining separate consents therefor from the Association. The Association may likewise reserve and grant easements for the installation and maintenance of sewerage, utility and drainage facilities in, across, under and over the Common Area.

7.3 Emergency. There is hereby reserved without further assent or permit and to the extent allowed by law, a general easement to all firemen, ambulance personnel, policemen, managers and security guards employed by the Association and all similar persons to enter upon the Properties or any portion thereof, in the performance of their respective duties.

7.4 Easements Reserved to the Association. The Association hereby reserves perpetual easements over the Properties for access to and from the Common Area for the maintenance thereof.

## ARTICLE VIII GENERAL PROVISIONS

8.1 Covenants Running with the Land. All provisions of this Declaration shall be construed to be covenants running with the land, and with every part thereof and interest therein, and every Owner or any other person or legal entity claiming an interest in any Lot, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration.

8.2 Duration. The covenants, conditions and restrictions of this Declaration shall be binding for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive and additional periods often (10) years each unless amended or terminated as herein provided.

8.3 Amendment and Termination. This Declaration may be amended, changed, revised, added to, modified or terminated with the vote or written approval (or any combination of the two) of not less than sixty-seven percent (67%) of the Owners. Any such amendment or termination shall not be effective until an instrument evidencing such change has been filed of record in the Office of the Clerk of Court of York County.

8.4 Enforcement.

- (a) The Association, any Owner or any other person, firm or corporation owning any interest in a Lot shall have the right to enforce by any proceeding at law or equity all conditions, covenants, and Rules and Restrictions now or hereinafter imposed by the provisions of this Declaration, the Bylaws or the Rules and Regulations adopted by the Association. The Association shall be entitled to recover its attorney's fees (whether or not a lawsuit is filed) in any action taken to enforce the provisions of the Declaration, Bylaws or Rules and Regulations of the Association. Failure by such party to enforce any such covenant, condition or restriction herein contained shall in no event be deemed

a waiver of the right to do so thereafter.

- (b) If any Owner is in violation of this Declaration, Bylaws or the Rules and Regulations of the Association the following procedure will be followed: a hearing shall be held before the Board or an adjudicatory panel appointed by the Board to determine if any Owner should be fined or if community privileges or services should be suspended. If no adjudicatory panel is appointed the Board shall serve in this capacity. Any adjudicatory panel appointed by the Board shall be composed of members of the association who are not officers of the Association or members of the Board. The Owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens as provided herein. If it is decided that a suspension of community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The Owner may appeal the decision of an adjudicatory panel to the full Board by delivering written notice of appeal to the Board within fifteen (15) days after the date of the decision. The Board may affirm, vacate, or modify the prior decision of the adjudicatory body.

8.5 Headings. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

8.6 Severability. The provisions of this Declaration are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof.

8.7 Indemnification of Officers and Directors. The Association shall indemnify any and all persons who may serve or whom have served at any time as directors or officers of the Association against any and all expenses, including amounts paid upon judgments, attorney fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or an officer of the Association, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit, or proceeding guilty of willful and intentional negligence or misconduct in the performance of his or her duties to the Association. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

The provisions hereof shall be in addition to and not exclusive of any and all other rights to which any director or officer may otherwise be entitled under any law, Bylaw, agreement, vote of Association Members or otherwise. In the event of death of any officer or director, the provisions hereof shall extend to such person's legal heirs, representatives, successors and assigns. The foregoing rights shall be available whether or not such person or persons were in fact directors or officers at the time of incurring or becoming subject to such expenses, and whether or not the proceeding, claim, suit or action is based on matters which antedate the recording of this

Declaration.

Neither Members, nor the Board, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Association or otherwise. Neither the Association, nor their directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. The Association shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all lost, cost, performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

ARTICLE IX  
ROCK HILL SEWER CONNECT POLICY

All Owners are advised that each house in Stonetrace shall be equipped with a sewer valve that will be used to activate and/or discontinue sewer service to the house. Owners are cautioned that prior to using the houses' facilities, the Owner must first contact the city of Rock Hill. Using the facilities without first contacting the City of Rock Hill will result in wastewater backing up into the house. It is the responsibility of each and every Owner to contact the City of Rock Hill to activate an account for sewer service. Owners are instructed to contact the Customer Service Department to furnish the information needed to set up an account and to discontinue service upon vacating the house.

Owners are further advised that the City of Rock Hill imposes a sewer impact fee which is presently \$850.00 per house.

The provisions set forth above shall be in addition to all City of Rock Hill ordinances, rules and regulations related to impact fees. Any modifications to the Stonetrace covenants regarding impact fees shall require the express written consent of the City of Rock Hill.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, at least seventy-five percent (75%) of the Owners hereto have set their hands and affixed their seals this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered in the presence of:

OWNER SIGNATURE:

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
(SEAL)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness 2

Address: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

I, the undersigned, Notary Public for the State and County aforesaid hereby certify that the foregoing instrument was acknowledged before me by \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

[SEAL]

My Commission Expires: \_\_\_\_\_

**Exhibit A**

ALL THAT CERTAIN piece, parcel or tract of land lying and being situate in the State of South Carolina, County of York, on Falls Road, containing 40.902 acres, more or less, as shown on a plat thereof entitled "Final Plat of Stonetrace Subdivision" prepared by Power Engineering Company, Inc., dated April 15, 2004, recorded in Plat Book C-294 at page 10 in the Office of the Clerk of Court for York County, which plat is incorporated herein and made a part hereof by this reference and reference thereto is hereby made for a more particular description.