



Section 4. "Aviation Easement" shall mean the rights reserved to the Declarant or others for flight over and around Whiteplains Plantation, the unobstructed passage of aircraft or vehicles to and from and across parcels and lots set out for aviation purposes, such as but not limited to aircraft parking areas, run up areas, parcels for taxiing, the use of the landing strip within the confines of Whiteplains Plantation for takeoff and landings and the right to taxi on Whiteplains Place along that area where it fronts lots 25 through 36 and 47.

Section 5. "Board" shall mean or refer to the Board of Directors of the Association.

Section 6. "By-Laws of the Association" or "By-Laws" shall mean and refer to the By-Laws of Whiteplains Plantation Association.

Section 7. "Common Area" shall mean all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Owners, including, but not limited to, the entrance, roads and road right of ways. "Limited Common Area" shall mean common area restricted to the use of a limited number of owners.

Section 8. "Declarant" shall mean Manus Construction Corp., its successors and assigns.

Section 9. "Easement Area" shall mean that property or portion of properties described within an easement or a "Reservation of Easement" filed or to be filed for record by the Declarant; and from time to time by recorded instrument, which specifically reserves such area for the easement purposes set forth in such instruments, and shall refer to those areas on each Lot or Parcel or Property with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

Section 10. "Intended for Use" shall mean the use to which any particular Lot or Parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Declarant has conveyed the Property or is restricted by notes or references on recorded plats of the Property.

Section 11. "Lot" shall mean any numbered plot of land comprising a single residential dwelling site, and designated on any plat or survey recorded in the Office of the Register of Deeds for Lexington County, South Carolina, now or hereafter made subject to the Declaration.

Section 12. "Offensive or noxious" activity, trade or behavior shall include, but not be limited to, a public nuisance or nuisance per se and shall also include any behavior or activity which is inconsistent with both the reasonable pleasurable use of the Property area by substantial number of the residents and overnight guests and their reasonable expectations of permanent habitation, working, recreating, or enjoying sports, music, food, natural surroundings, and entertainment, free of excessively noisy behavior grossly disrespecting the right of others, flashing or excessively bright lights, racing vehicles, significantly loud radio, CD player, tape player, record player, electronic music distractions, and other unreasonable behavior curtailing the reasonable pleasure and use of the facilities within the Property. The use of Parcel B-B<sup>1</sup> as a landing strip or runway and the use of the other Parcels for airplane hangars, and the noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing or taking off therefore shall not be an offensive or noxious activity, trade or activity. Public musical or other entertainment, parades, concerts, festivals, carnivals, competitions or shows conducted under permit from the Declarant shall not constitute Offensive or Noxious activity or behavior unless such permit is withdrawn by the Declarant, or its terms and conditions violated.

Section 13. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title

Section 13. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Parcel which is a part of the Property, including tenants in possession.

Section 14. "Parcel" shall mean any lettered plot of land and improvements thereon designated on any Plat or survey recorded in the Office of the Register of Deeds for Lexington County, South Carolina, are hereafter made subject to the Declaration. Parcels may be used for commercial purposes, related to aviation, meeting hall, food service, including aircraft hangars, ramps, taxiways and other aviation activities, and service areas. Additionally, parcels may be used for storage of aircraft, boats, boat trailers, recreation vehicles, campers, travel trailers or such other item as the association may approve.

Section 15. "Property" shall mean that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the control of this Declaration.

Section 16. "Structure" shall mean and refer to:

(a) any thing or object, trees and landscaping, the placement, size, shape, color, height and quality of which upon any Lot or Parcel may affect the appearance of such Lot or Parcel, including by way of illustration and not limitation, any building or part thereof, hangar, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall or hedge, landscaping, well, septic system, sign, appurtenance, signboard or any temporary or permanent improvement to such Lot; and any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of waters from, through, under or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and

(b) any change in the grade of any Lot.

## **ARTICLE II Property Rights**

Section 1. Owners' Easements of Enjoyment. Every Owner shall take title subject to the following easements and assessments which shall be appurtenant to and shall pass with the title to every Lot or Parcel, subject to the following provisions:

(a) The right of the Association to charge reasonable assessments for operating expense, repairs and maintenance of common areas, rents for storage, on designated parcels, to establish reserves for major repairs or improvements and assessments for any other common area that may be granted to or be purchased by the Association or uses budgeted by the Board; to enforce the Declaration; and to correct violations of the Declaration, the ARB rulings and Board policies at the Owners' cost, after due notice, and file lien on the Lots and Parcels for such cost and unpaid assessments;

(b) the right of the Association to suspend the voting rights of an Owner and to assess fines or penalties against any Lot and Parcel of an Owner, as hereinafter provided.

(c) an Aviation Easement as more fully set out hereafter.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Declaration, his right of enjoyment to the common area and facilities to the members of his family, or to purchasers under contract and tenants who reside on the Lot and Parcel of the Owner.

**Section 3. Easement over Parcel to the Landing Strip.** Subject to the assessment set out herein and such fees as the Declarant shall establish from time to time, each Lot or Parcel is hereby granted an easement which shall be appurtenant to and shall pass with the title to the Lot or Parcel for ingress, egress, and access unto and over Parcel B-B<sup>1</sup>, by vehicle or aircraft to the landing strip to be constructed thereon and on, over and across that portion of Whiteplains Place (shown on said Plat) which adjoins Parcel.

### **ARTICLE III**

#### **Covenant for Maintenance Assessments**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot or Parcel owned within the Property, hereby covenants, and each Owner of any Lot or Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for improvements and repairs and renovations and to pay operating and other expenses of the Association; such assessments to be established and collected as hereinafter provided, (3) special assessments for enforcement of the Declaration and any fines, penalties and (4) special assessments for the use of Limited Common Areas. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, subject to the provisions of Section 9 of this Article III. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment came due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. The developer shall carry all the responsibilities of a lot owner in proportion to the number of lots owned. There shall also be no further subdividing of lots within this subdivision.

**Section 2. Purpose of Annual Assessment.** The annual assessments levied by the Association shall be used exclusively to beautify and to maintain the common areas, including, but not limited to, entrance ways, roads and roadways, landing strip (runway) and buffer area and other improvements and easements within the Property, for operating and other expenses of the Association, and to promote the recreation, health, safety and welfare of the residents of the Property and for the general improvement and maintenance of the common areas, entrance ways, roads and roadways, and other improvements and easements within the Property.

**Section 3. Maximum Annual Assessment Increase.** From and after June 15, 1999, the annual assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of ten percent (10%) per year, or the percentage increase between the first month and the last month of an annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967-100) (hereafter "C.P.I.") issued by the U.S. Department of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas," whichever of these two percentage figures is larger. If two-thirds (2/3) of the votes at a duly called meeting of the Association are to increase said annual assessment by a greater amount, the Board may increase the Annual Assessment by such amount. In the event that the C.P.I. referred to above shall be discontinued, there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living. The Board may decrease the annual assessment, by any amount.

In the event the Board does not increase the annual assessment in a given year, or increase it in an amount less than which is authorized by this Section 3, or decreases the annual assessment the Board shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised authority to increase said assessment but any application of same may only be given prospective application.

**Section 4. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any maintenance, construction, reconstruction, repair or replacement of the Common Area.

**Section 5. Special Assessments for Violations.** In addition to the assessments set out above, the Association, upon recommendation by the ARB, shall levy special assessments for fines for violations of the Declaration, By-Laws of the Association, Board Policies, or the Architectural Review Board Guidelines or for the cost of correcting such violations, after written notice of the violations to the Owner and hearing before the ARB at which the Owner shall have the opportunity to present a defense.

**Section 6. Rate of Collection.** Annual assessments shall be collected in advance as directed by the Board and special assessments shall be collected as directed by the Board.

**Section 7. Date of Commencement of Annual Assessments and Due Dates.** The annual assessments provided for herein shall commence as to all Lots or Parcels on a date set by the Board but not later than June 15, 1999. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Lot and Parcel Owner, The due date shall be June 15th each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Parcel have been paid. However, the Board may waive or reduce annual assessments or special assessments during the construction of the improvements on a Lot or Parcel.

**Section 8. Effect of Non-Payment of Assessments and Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge in an amount which shall be determined by the Board of Directors, and thereafter shall bear interest from the due date at One and one-half (1-½ %) percent per month. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise deny liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot or Parcel. The Owner shall be liable for all costs of collection including attorney's fees and late charges as set by the Board from time to time.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot or Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which shall have become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Parcel from liability for any assessments thereafter becoming due or from a lien which results therefrom.

**Section 10. Initial Assessments.** The initial Annual Assessment for a Lot or parcel shall be \$120.00. Exception: A lot owner shall, in addition to lot assessment, only be assessed \$60 per parcel owned with increases as per Article III Section 3.

#### **ARTICLE IV Membership and Voting Rights**

**Section 1. Membership.** Every Owner of a Lot or Parcel 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 or Parcel which is subject to assessment. However, so long as the Declarant owns one Lot or Parcel, Declarant shall have one more vote than the total of the other Lot or Parcel Owners.

**ARTICLE V**  
**Board of Directors**

**Section 1. Board of Directors.** The affairs of the Association shall be managed by a Board of Directors composed initially of three (3) individuals who need not be members of the Association. The Board of Directors may increase or decrease its size as it sees fit. Provided, there shall be no less than three (3) members. The election of the Board shall be as set out in the By-laws of the Association.

**Section 2. Meetings.** Meetings of the Board shall be as set out in the Association's By-Laws.

**ARTICLE VI**  
**Architectural Review Board (ARB)**

**Section 1. Purpose, Powers and Duties of the Architectural Review Board (ARB).** The purpose of the ARB is to assure that all proposed uses and any construction or alteration of any Structure (see Article 1, Section 14 for definitions) which takes place on any Lot or Parcel or the Property shall be performed in conformity with the objective of high quality environmental design and development as set forth in the declaration or by the ARB Guidelines. To carry out that purpose, the ARB shall have the right pursuant to the provisions of this Article VI to approve any and all proposed uses, site plans and Structures to be constructed on the property, including proposed uses, site plans and Structures for Common Areas, except that the ARB shall not have the right, without the approval of the Declarant (so long as Declarant owns a Lot or Parcel), to disapprove a use for a Lot or Parcel which is within the use category designated for such Lot or Parcel by the Declarant pursuant to Article VIII. It shall also have the right to approve or disapprove any and all proposed external alterations or use changes for Lots, Parcels or Structures including Common Areas. The ARB will not do anything, however, which would prevent the Declarant from fulfilling its obligations hereunder.

**Section 2. Objectives.** Architectural and Design review shall be directed towards attaining the following objectives:

- (1) preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms;
- (2) ensuring that the location and configuration of Structures are visually harmonious with the terrain and vegetation of the surrounding Lots, Parcels, or Structures, and such Structures do not unnecessarily block scenic views from existing Structures or tend to dominate any general development or natural landscape;
- (3) ensuring that the architectural design and structures and their materials and colors are visually harmonious with the Whiteplains Plantation overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetation, and with development plans officially approved by the Declarant, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located;
- (4) ensuring the plans for landscaping provide visually pleasing settings for Structures on the same Lot or Parcel and on adjoining or nearby Lots or Parcels, and blend harmoniously with the natural landscape;
- (5) ensuring that any development, Structure, building or landscaping of the Lots or Parcels and Common Areas complies with the provisions of this Declaration;
- (6) determining the location of driveways and other improvements.

**Section 3. Architectural Review Board.**

(1) The Declarant shall establish an Architectural Review Board (such board hereinafter referred to as the "ARB") which shall consist of three (3) or more members. The three (3) members shall be appointed by the Declarant until such time as the Declarant, **in its sole discretion, transfers control of the ARB functions** to the Association, but **no later than one (1) year** after the time of the conveyance of the last Lot or Parcel. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Declarant. Any member appointed by the Declarant may be removed with or without cause by the Declarant at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former members. When control of the ARB functions is transferred to the Association, members of the ARB shall be elected by the Board of the Association, the Board and any member so elected may resign or be removed by the Board in the same manner as provided in the By-Laws of the Association for the resignation and removal of officers of the Board.

(2) The ARB shall select its own Chairman and he, or in his absence, the Vice-Chairman, shall be the presiding officer of its meetings. All meetings shall be held upon call of the Chairman; all meetings shall be held at such place and time as may be designated by the Chairman. Two (2) members shall constitute a quorum for the transaction of business, provided a minimum of two (2) members appointed by the Declarant shall be present in order to have a quorum prior to transfer of control of the ARB by the Association. The affirmative vote of a majority of the members of the ARB present at the meeting at which there is a quorum shall constitute the action of the ARB on any matter before it. The ARB shall operate in accordance with its own rules of procedure and guidelines which shall be filed with the Association and maintained in the records of the Association. The ARB may split itself into panels of two (2) or more members or appoint committees which shall act in its behalf and perform duties delegated to them by the ARB.

(3) The ARB is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, and/or attorneys and other professional consultants as it determines necessary, to advise and assist the ARB in performing the functions herein prescribed.

(4) The ARB may adopt, promulgate, amend, revoke and enforce guidelines hereafter referred to as the ARB Guidelines, for the purposes of:

- (a) governing the form and content of plans and specifications to be submitted or approval pursuant to the provisions hereof,
- (b) governing the procedure for such submission of plans and specifications;
- (c) establishing policies with respect to the approval and disapproval of all proposed uses and all construction or alteration of any Structure on any Lot or Parcel, Common Area, roads, or entrance ways;
- (d) establishing the location of driveways on all Lots; and
- (e) approving all builders, architects and residential designers, etc. for the subdivision.

(5) The ARB will make a published copy of its current ARB Guidelines readily available to Members and prospective Members of the Association upon request.

(6) The Board shall enforce the decisions of the ARB.

**Section 4. Transfer of Architectural Review Authority.** Upon the sale of one hundred percent (100%) of the Lots and Parcels within the existing Property, or, if additions are made to the existing Property, then, upon sale of one hundred percent (100%) of the Lots and Parcels within the Property, as so expanded, the Declarant shall, by filing a supplementary Declaration of covenants and conditions with the Register of Deeds, transfer the above-described review authority to a permanent ARB which, subject to the covenants and conditions stated within the aforesaid supplemental Declaration, shall be under the control of the Association. This Section does not obligate the Declarant to make such transfer at any particular time, provided, however, that such transfer must be made no later than one year after sale of the last Lot and Parcel. The Declarant may, during transition of Control, allow the Association's Board to elect one or more members to the ARB provided that such members have the professional qualifications established by the Declarant. The Declarant may, at its own discretion, transfer architectural review authority sooner than mandated by this section.

**Section 5. Review of Approval of Plans for Additions, Alterations or Changes to Structures and Landscaping.** No Structure, building, wall, fence, sign, trash containers, swimming pool, tennis court, roof, color and composition of roof, siding and other exterior materials and finishes, exterior light, landscaping or other Structure or improvement of any kind shall be commenced, erected, or maintained upon any Lot, upon the exterior of any dwelling unit, or any Lot, upon any Parcel, upon the exterior of any Structure or any Parcel, upon the Common Areas, nor shall any landscaping be done, maintained, nor shall any addition to any existing building or Structure or alteration or change therein be made or maintained until the proposed building plans, specifications (including height, shape, type, nature, color and composition of roof, siding or other exterior materials and finish), plot plan (showing the location of such building or structure, and other items listed hereinabove, drives and parking area), landscape plan, and construction schedule, as required by the Board, shall have been submitted to and approved by the ARB.

Any alteration of the plans and specifications, changes or deviations from the approved plans and specifications during construction or of the completed structure must also be submitted to the ARB and approved by the ARB. The ARB reserves the same rights to disapprove alterations as it retains for disapproving the original Structures.

**Section 6. Approval Not a Guarantee or Representation of Proper Design or Good Workmanship.** No approval of plans, location or specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, standards or specifications, will, if followed, result in a properly designed residence or Structure. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence structure or improvement thereto will be built in a good workmanlike manner or comply with any governmental regulations or permit which are the responsibility of the Lot or Parcel Owners. The Declarant, the Board and the ARB shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under the Declaration nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with approved plans and does hereby, by acceptance of title to Parcel or Lot, agree to hold the ARB, the Board and the Declarant harmless for any failure thereof caused by the Owners' architect or builder. The ARB has the right to prohibit the Owner's builder and/or general contractor from going to or upon the site in the event it is determined that failure to comply with approved plans is intentional or due to gross negligence under the above-mentioned circumstances. The Owner hereby agrees that the exercise of these rights shall not constitute a denial of Owner's property rights and shall not give rise to a cause of action for damages, by the Owner.



**ARTICLE VII**  
**General Provisions**

Section 1. **Enforcement.** The Association, Declarant, any Lot or any Parcel Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the declaration or the ARB Guidelines. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **Severability.** Invalidation of any one of these covenants or restrictions or ARB Guidelines by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. **Books and Records.** The books and records of the Association shall be kept by the Association and always available for inspection by any member of the Association at a reasonable time.

Section 4. **Amendment.** The covenants and restrictions of the Declaration shall run with and bind the land, for a term of thirty (30) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended at any time by an instrument signed by Owners of at least eighty (80%) percent of the Lots and eighty (80%) percent of the Parcels, provided the Owners of each Lot and/or Parcel shall have one (1) vote for each Lot or Parcel owned. Any amendment must be recorded. In addition to the right to add additional properties, Declarant reserves the right to amend this instrument at any time, provided, however, that no such change shall change the character of the development. Provided, further, Declarant reserves the right to amend the declaration as it shall determine in its sole discretion, from time to time, without a vote of or consent of the Lot or Parcel Owners, including, but not limited to, to amend the Declaration to correct scrivener's efforts or to conform with the requirements of the VA, FHA, FHLMC, FNMA, State Housing Authority or other insurers, makers or purchasers of mortgage loans.

Section 5. **Annexation.** Declarant reserves the right to dedicate or deed additional Common Areas to this Association, provided at the time of such dedication or conveyance, said properties shall be free and clear of all liens and encumbrances other than reasonable and normal restrictions or easements. In addition, additional residential Lots, Commercial Parcels and Common Areas may be annexed to the Property by the Declarant, from time to time, without the consent of the members of the Association.

**ARTICLE VIII**  
**Covenants, Restrictions and Easements**

Section 1. **Single-Family Restrictions.** For the purpose of protecting said Lots as a residential development, the undersigned does hereby impose upon the Lots to be constructed on said Property, the following conditions and restrictions:

1. No Structure shall be erected on any Lot other than one (1) single-family dwelling and one (1) detached or attached garage or hangar of similar design, including servants' quarters, if desired; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of one single family.

2. No Lot shall be subdivided into two or more Lots, nor shall any portion of any Lot be sold or conveyed, except to an adjoining Lot Owner, provided, however, that this shall not prevent the Declarant from modifying or changing the Lot lines or sizes or the number of Lots.

3. No Noxious or Offensive trade, behavior or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No Structure of any kind whatsoever shall be erected, placed, maintained or altered on the said Lots until the structure plans, specifications and design have been approved by the ARB, its successors, or assigns, or its designated nominee.
5. No Structure of temporary character, trailer, tent, shack, barn or other outbuilding shall be used on said Lot either temporarily or permanently.
6. No livestock, poultry, cats, dogs, or other animals shall be kept on said Lot except household pets, which pets shall not be used or bred for commercial purposes and shall be kept on the Lot and shall not be allowed to leave the Lot except on a leash or under control of the Owner. Such animal may not defecate or urinate on any other Lots or in the Common Areas.
7. Perpetual easements for drainage, for the installation and maintenance of gas, electricity, telephone, water, sewer and other utilities are reserved as shown on said plat, and where not reserved on said plat a perpetual easement ten (10') feet, more or less in width is hereby reserved along the front, side and rear Lot lines of each Lot as shown on said plat.
8. No abandoned or inoperative vehicles, nor any commercial vehicles, school buses, or equipment, may be stored or placed, on any Lot. No parking shall be allowed on any street without complying with the ARB Guidelines. Boats and RV type vehicles shall be kept in the rear of the Lot or Parcel or in certain areas designated by ARB. The ARB may establish fees for use of such designated areas which shall be an assessment against the Owner and a lien on the Owners Lot or Parcel the same as other assessment liens.
9. The hereinabove described property is sold "as is" and Declarant shall not be responsible for the installation or maintenance of utilities, storm drains, control of surface water, or maintenance of any streets dedicated to Lexington County or streets or utilities which have been deeded to the Association. Where drainage easements appear on said plat, the grantee of those Lots affected agree to maintain in a satisfactory and sanitary manner those easements and shall in no way alter or otherwise hinder the proper removal of surface water. Grantees shall provide the driveway piping, if necessary, at the driveway location.
10. No clothesline, exposed garbage containers or other visual objects are to be erected or used on the property where they may be easily seen from any other Lot or road.
11. No satellite antenna or satellite dish shall be placed on the property except in the rear of the Lot or Parcel and it shall be adequately screened from view of others with shrubbery and only upon approval of the ARB.
12. No sign shall be erected on said Lot or posted on any building except upon approval of ARB.
13. No concrete block shall be exposed above grade which is visible on the exterior of any building nor shall any building be constructed of asbestos shingles.
14. Owner shall be responsible for damage to Common Areas or improvements thereon caused by the Owner, or any family member, invitee or guest of the Owner.
15. No commercial activity shall be conducted or carried on any Lot, except home occupations which have been approved by the Board and subject to such restrictions as the Board shall establish.

Section 2. **Commercial Restriction.** The undersigned hereby imposes on Parcels the following conditions.

1. No structure shall be erected on any Parcel other than storage areas, commercial buildings, aircraft hangars, aircraft service and repair shops and such other uses as are related to the operation or maintenance of aircraft or the landing strip or maintenance of Common Areas or beautification of any Parcel or Lot.
2. Parcels may be subdivided in a sub-Parcel which shall be subject to the restrictions set out in this Section.
3. No Noxious or Offensive trade or activity shall be carried on upon any Parcel. The passage of aircraft in, through, and across the air space above any Parcel shall not be considered Noxious or Offensive activity nor shall the noise from such trade. Aircraft or its repair shall not be considered Noxious or Offensive activity.
4. No Structure of any kind shall be erected, placed, maintained, or altered on said Parcels until the Structure plans, specifications and design and use have been approved by the ARB, its successors or assigns, or its designated nominee.

Section 3. **Release.** Declarant reserves the right to release any of the foregoing restrictions.

Section 4. **Aviation Easement and Restriction.** The Declarant reserves unto itself, its successors and assigns, the public and any one else that Declarant may desire, a perpetual and assignable easement and right of way for the free and unobstructed passage of aircraft in, through, and across the air space above the Lot, Parcel and Common Areas within the approach zone surface area and glide angle plane, hereinafter described; also, the continuing right to clear and keep clear the said Property, Lot, Parcel or Common Area of any and all obstruction infringing upon or extending into or above the glide angle plane. The easements and rights hereby retained include the continuing right to prevent future construction of any building, device or structure, or the future growth in height of any tree or trees, or of any and all constructions of whatsoever nature, built, constructed or created by any future act of any person on Property, Lot, Parcel or Common Area, infringing upon or above the approach zone surface area; and for this purpose, the Declarant as the Owner of Parcel B-B<sup>1</sup>, its successors and assigns, shall have the right to remove any tree planted or transplanted, or Structures erected or created, subsequent to this date, which infringe upon or extend into or above the approach zone surface area, whether located on or extending over and above the Property, Lots, Parcels, or Common Area, as lies within said area; together with the right of ingress to and egress from and passage on and over the Property, Lots, Parcels or Common Area for the purpose of effecting and maintaining such clearance.

The approach zone surface area and glide angle plane within the provisions of this easement are defined as follows:

#### **Approach Zone Surface Area**

The approach zone surface area, being an area for which this easement is granted, is a trapezoid area lying beyond the end of the runway and more particularly described as follows: Beginning on a 25' foot base line lying equidistant on and at right angles to the projection of the center line of the runway 200' feet from the East and West end thereof, and extending upward and outward as hereinafter described for glide angle, and increasing in width from 50 feet, measuring horizontally from the base line, the width being equally divided between the projected center line of the landing strip affected.

**Glide Angle Plane**

The glide angle plane or the ascending line of demarcation defining the extent of the right of light and easement rights commences as the base line of the above described approach zone surface area at the ground, or specifically at an elevation of 522 feet above mean sea level, rising upward and outward at a ratio of one foot vertical to every five feet horizontal for a horizontal distance of 200 feet.

Together with the right to cause in all air space above the surface of the Lots, Parcels and Common Areas on the Property such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating on Parcel B-B<sup>1</sup>, and the Owners do hereby fully waive, remise and release any right or cause of action which he may now have or which he may have in the future against Declarant, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating on said Parcel B-B<sup>1</sup> landing strips.

AND the Owners for and during the life of said easement and right of way, shall not hereafter erect, permit the erection of growth of, or permit or suffer to remain upon the Lot, Parcel or Common Areas any building, structure, tree or other object extending into the aforesaid prohibited air space, and the Owners shall not hereafter use or permit or suffer the use of any Lot, Parcel of Common Areas in such a manner as to create electrical interference with radio communication between any installation upon Parcel B-B<sup>1</sup> landing strip and aircraft, or as to make it difficult for flyers to distinguish between landing strip lights or others, or as to impair visibility in the vicinity of the landing strip or as otherwise to endanger the landing, taking off or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

**ARTICLE VI  
Road Maintenance Agreement**

Any purchase of any Lot or Parcel in the Whiteplains Plantation development acknowledges the existence of the road maintenance agreement as recorded in the Office of the Register of Deeds for Lexington County in Deed Book 4561 at Page 343, with Revision 1 in Book 5187 at Page 0216 and Revision 2 in Book 5260 at Page 0315, does hereby confirm by acceptance of a deed/contract all the terms and conditions thereof. Any purchaser of any Lot or Parcel understands that since the road described in that agreement is not being engineered and constructed according to Lexington County standards, it will not be the responsibility of Lexington County to maintain that road. Any purchaser of any Lot or Parcel further acknowledges that the Owners of Lots or Parcels subject to this Declaration shall be responsible for the maintenance and upkeep of that road.

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers, set its hand and seal this day of May 18, 1999.

Manus Construction Corp.

By: [Signature]  
C. J. Bonacum, Jr.  
President

[Signature]  
[Signature]

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Manus Construction Corporation by its president, sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

[Signature]

Sworn to before me this 18<sup>th</sup>  
day of May, 1999.

[Signature] (L. S.)  
Notary Public for South Carolina

My Commission Expires: 10-07-2004