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of
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS
for
ASCOT

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DECLARATION
of
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS
for
ASCOT

STATE OF SOUTH CAROLINA) DECLARATION OF COVENANTS,
RESTRICTIONS,
COUNTY OF RICHLAND) EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
95.154

THIS DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot is made this the 21ST day of AUGUST 1995 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the owner of the real property described in Schedule A of this Declaration, and desires to develop thereon a Development together with common lands and facilities for the sole use and benefit of the Owners of the homes to be located in such complex.

2. The Developer has or may acquire additional real property which it may desire to develop as additional phases of such Development which Developer may incorporate as additional phases of this development and bring same under this Declaration of Covenants, Restrictions, Easements, Charges, and Liens for ASCOT.

3. The Developer is desirous of maintaining design criteria, location, plans and construction specifications, and other controls to assure the integrity of the development.

4. Each purchaser of a Lot or dwelling home in ASCOT will be required to maintain and construct dwelling homes in accordance with the design criteria contained herein.

5. The Developer desires to provide for the preservation of the value and amenities in such development and for the maintenance of such common lands and facilities, and to this end, desires to subject the real property described in Schedule A, to the covenants, restrictions, easements, charges, and liens, hereinafter set forth,

(and referred to hereinafter as "The Declaration"), each and all of which is and are for the benefit of said property and each Owner thereof.

6. The Developer has deemed it desirable, for the efficient preservation of the values and amenities in such community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Development, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created.

7. The Developer has caused or will cause to be incorporated under the laws of the State of South Carolina, as a nonprofit corporation, ASCOT HOMEOWNERS' ASSOCIATION, INC., for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Developer declares that the real property described in Schedule A, annexed hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "Association" shall mean and refer to the ASCOT HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

(b) "The Properties" shall mean and refer to all property including Lots and Common Areas, as are subject to this Declaration, and which are described in Schedule A together with any additional phases that may be developed pursuant hereto.

(c) "Common Areas" shall mean and refer to those areas of land shown as "Common Areas" on any subdivision map of the properties or by any other means so designated. Such areas are intended to be devoted to the common use and enjoyment of members of

the Association as herein defined and are not dedicated for use by the general public.

(d) "Lot" shall mean and refer to any plot of land with such improvements as may be erected thereon intended and subdivided for dwelling home use, shown on any subdivision map of the properties, but shall not include Common Areas as herein defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any Lots, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of the foreclosure. Said terms "Owner" shall also refer to the heirs, successors, and assigns of any Owner.

(f) "Developer" shall mean and refer to THE MUNGO COMPANY, INC., a Corporation organized and existing under and pursuant to the laws of the State of South Carolina, its successors and assigns, in the development of the properties.

(g) "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Article IV hereof.

(h) "Development", "Project", and "Community" shall mean and refer to the Phases of ASCOT described in the attached Schedule "A" and/or any additional phases of ASCOT to be developed and constructed by the Developer. All references to ASCOT shall include ASCOT ESTATES, ASCOT, and ASCOT PLACE.

(i) "Plans", "Specifications", "Elevations", "Exterior Designs", and such like terms shall refer to and encompass the plans, specifications, elevations and designs as well as set backs, locations, etc. contained hereinafter in this Declaration for ASCOT.

(j) "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Easements, Charges, and Liens, and any amendment or modification hereof.

ARTICLE II

USES OF PROPERTY

Section 1. Residential use of Property. All Lots shall be used for single-family residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Developer or any builder of home in ASCOT approved by Developer from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in ASCOT; and provided, further that, to the extent allowed by applicable zoning laws, private offices (provided such private office does not increase traffic in the subdivision) may be maintained in dwelling located on any of the Lots so long as (a) such use is incidental to the primary residential use of the dwelling, and (b) no employees, other than domestic cleaning services, report to such office.

Section 2. Walls and Fences. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to Article VII below. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, or veneered with brick or natural stone, and the finished side of fences must be the side exposed to view by the public. Posts and braces shall be placed so that they are on the inside of the fence, and out of view of the public. Chain link fences are prohibited except when the Architectural Control Committee gives prior written approval.

Section 3. Subdivision of Lot. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by Developer, and in such event the building line requirements provided herein shall apply to such Lots

as re-subdivided or combines and side easements as shown on the plat shall be moved to follow the new side line so that the easement would run along the newly established side line.

Section 4. Terraces: Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached structures must be to the rear of the main dwelling and must not encroach upon the Lot of an adjacent Owner.

Section 5. Obstructions to View at Intersections. No part of any structure nor the lower branches of trees or other vegetation shall be permitted to obstruct the view at street intersections.

Section 6. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers. All such receptacles shall conform and be maintained specifically in accordance with the approved design. Any replacement shall be an exact replica from the supplier designated by the Architectural Control Committee.

Section 7. Use of Outbuilding and Similar Structures. No structure of a temporary nature (unless approved in writing by the Architectural Control Committee) shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Developer or builders approved by the Developer, and those engaged in construction from using sheds, construction trailers, or other temporary structures during

construction. All outbuildings, including but not limited to dog houses, shall be approved by the Architectural Control Committee, and the Architectural Control Committee shall be solely responsible for determining the appropriateness of such outbuildings, and can deny approval based solely on aesthetic concerns.

Section 8. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept, subject to applicable leash laws, provided that they are not kept, bred or maintained for any commercial purpose. Such household pets must not constitute a nuisance or cause unsanitary conditions, and no animal kept outside the dwelling shall be kept in a manner which disturbs the quiet enjoyment of the development by other Lot Owners.

Section 9. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in ASCOT.

Section 10. Signs. No advertising signs, billboards, political signs, "for sale by owner" signs, security signs, landscape signs, garage sale signs, or "for sale" signs shall be erected on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee, and provided such signs are removed within ten days after occupancy of the house. Also, the provisions of this Article shall not apply to notices required to be posted in accordance with law or government regulation.

Section 11. Aesthetics, Nature Growth, Screening Underground Utility Service. After sale of a lot by the Developer, trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, shall not be intentionally destroyed or removed except with the prior written approval of the Architectural Control Committee of the landscape plan. Landscaping on new dwelling homes must be completed within thirty days after occupancy

as a residence. No clotheslines shall be erected on any Lot, and garbage cans, basketball goals, and equipment, shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground.

Section 12. Antennae. No radio or television transmission or reception towers or antennae shall be erected on any structure or within the property without the prior written approval of the Architectural Control Committee. In no event shall free standing transmission or receiving towers, or satellite dishes be permitted without approval by the Architectural Control Committee.

Section 13. Trailers, Trucks, Buses, Boats, Trailers, etc. No buses, trailers or mobile homes, motorcycles, boats, boat trailers, all terrain vehicles, go-carts, campers, vans or vehicles on blocks, unlicensed vehicles, or like vehicles shall be kept, stored, used, or parked overnight either on any streets or adjoining Lots. In addition, no vehicle of any kind may be kept, stored or parked on any nonpaved area of a Lot or adjacent Lot. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage. The foregoing will not be interpreted or construed or applied to prevent the temporary nonrecurrent parking of any licenced vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.

Section 14. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose which are screened from public view. All equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Association.

Section 15. Changing Elevations. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No

elevation changes shall be permitted which materially affect surface grades of surrounding Lots, unless approved in writing by the Architectural Control Committee.

Section 16. Sewage System. Sewage disposal shall be through the municipal system or, a type approved by appropriate State and local agencies.

Section 17. Water System. Water shall be supplied through the municipal system or, a type approved by appropriate State and local agencies.

Section 18. Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewage systems, which may be in variance with these restrictions.

Section 19. Model Homes. Developer, as well as any builder of homes in ASCOT, shall have the right to construct and maintain model homes on any of the Lots. "Model Homes" shall be defined as those homes used for the purpose of inducing the sale of other homes within the Properties.

Section 20. Driveways and Entrance To Garage. All driveways and entrances to garages shall be concrete or other substance approved in writing by Developer or by the Architectural Control Committee and of a uniform quality. Garage doors shall be closed except when they are in use.

Section 21. Waiver of Setbacks, Building Lines and Building Requirements. The Developer or Architectural Control Committee may, for good cause, waive violations of the setbacks and building lines provided for in Section 4 of Article III. Such waiver shall be in writing and recorded in the Richland County R.M.C. Office. A document executed by the Developer or Architectural Control Committee shall be, when recorded, conclusive evidence that the requirements hereof have been complied with. The Developer may also handle violations of setbacks and boundary lines by amending the Plat. Nothing contained herein shall be deemed to allow the Developer or Architectural Control Committee to waive violations

which must be waived by an appropriate governmental authority.

Section 22. Vehicle Registration. Each Owner's vehicle(s) shall be registered with the Association, and the Association shall provide to the Owner a decal for each car registered. Decals shall be displayed prominently in a uniform manner to be determined by the Board of Directors.

Section 23. Easement for Utilities. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable, and reasonable easement and right of ingress and egress, over, upon, and across and under each Lot and Common Area for the erection, maintenance, installation, and use of electrical and telephone wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities including easements for privately owned televisions and other communications cable and equipment, and the Developer may further cut drainways for surface water when such action may appear by the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. The Developer further reserves an easement on behalf of itself, its successors and assigns, over six feet along each side lot line of each Lot for the purpose of construction or maintenance of utilities, as well as drainage installation or maintenance, and over the rear twelve feet of each lot line of each Lot for the purpose of construction or maintenance of utilities, as well as drainage installation or maintenance, and over the front ten feet of each Lot for utility installations, utility rights of way and maintenance thereof, as well as drainage installations, drainage rights of ways, and maintenance thereof. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential

Lot designated for such use on applicable plat of the residential subdivision, or locate same on the adjacent Lot with the permission of the Owner of such adjacent Lot. Such right may be exercised by the licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility service. No structures, including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the rights of ingress and egress provided for in this paragraph. Provided, however, that such easements and rights shall be restricted to the roads, streets, alleys, and easements as shown and designated on the applicable plat or plans of the development. The Developer, its successors and assigns, expressly reserves the right to alter any easement described in this paragraph in the event that any permanent structure is inadvertently constructed within such easement area. Such right to alter shall be limited to such extent as will allow the Owner of the Lot and structure to convey marketable title. The rights and easements conferred and reserved herein shall be appurtenant to and in gross for the benefit of the Developer to serve any property whether or not subject to this Declaration.

Section 24. Underbrush, Finished Yards, Etc. In the event that the Owner of any residential Lot permits any underbrush, weeds, etc. to grow upon any Lot, or fails to maintain landscaping and grass in a manner in keeping with the Development, as determined by the Board of Directors, the Board of Directors may issue a Ten Day Compliance Demand requiring the Owner of the residential Lot to bring the Lot into keeping with the Development, as determined by the Board of Directors, and if the Owner of the residential Lot fails to comply within ten days of such notice, the Association may enter upon the Lot, bring the Lot into keeping with the development, as determined by the Board of Directors, and charge the Owner of the residential Lot for the costs thereof, provided, however, that such expenses shall not exceed sums to be determined from time to time by the Board of Directors, and such cost shall become an assessment and lien upon the Lot. Any entry by the Association under the terms of

this, Section 24, shall not be deemed a trespass, and an easement in gross is reserved to the Developer and to the Association for the purpose of entry onto any residential Lot for the purpose of enforcing this paragraph. This provision shall not be construed as an obligation on the part of the Developer or its assigns to provide garbage or trash removal services. These rights may be assigned by the Developer to the Association, or other like entities.

Section 25. Docks, and use of Lakes. No Lot Owner of a Lot bordering on any lake, or water course, may construct a dock, float, or raft, or any projection of any kind from the Owner's property into, or over said lake or water course unless approved by the Architectural Control Committee. No Lot Owner may withdraw water from any such lake or water course without written permission of the Developer.

Section 26. Miscellaneous.

(a) It is agreed that time is of the essence with regard to these restrictions, covenants, limitations, and conditions.

(b) In the event of a violation or breach of any of these restrictions by an Owner or agent, or agent of such Owner, the Developer or Owners of Lots in the subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer, its successors, and assigns, shall have the right wherever there shall have been built on any Lot in the subdivision any structure which is in violation of the restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Should the Developer employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Developer's counsel shall be paid by the Owner of such Lot or Lots in breach thereof.

(c) The Developer herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself.

(d) In the event that any one or more of the foregoing conditions, covenants, restrictions, or reservations shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, aberrant, or nullify any of these covenants, conditions, and restrictions not so declared to be void but all remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

(e) In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which same shall be effective, then and in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina and such provisions shall be fully effective for such period of time.

(f) All covenants, conditions, limitations, restrictions, and affirmative obligations set forth in this Declaration shall be binding and run with the land and continue until the first day of January, 2015, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then Owners of Lots affected by the same has been recorded, agreeing to change the same in whole or in part; provided, however, that all proper rights and other rights reserved to the Developer shall continue forever to the Developer, its successors and assigns, except as otherwise herein provided.

ARTICLE III

CONSTRUCTION IN ACCORDANCE WITH PLANS AND SPECIFICATIONS

Section 1. General. All structures of every type and description shall be constructed, placed or erected within the development in accordance with provisions in this Article III together with other applicable provisions of this Declaration.

Section 2. Dwelling House Defined. A dwelling house refers to a single family dwelling unit of up to three stories in height and an optional basement. Dwelling house is synonymous with dwelling unit or dwelling home.

Section 3. Size of Dwelling Homes and Lot Coverage. All dwelling homes in the Phase(s) shall have a minimum of (a) 4,000 square feet for ASCOT ESTATES, (b) 3,000 square feet for ASCOT, and (c) 2,500 square feet for ASCOT PLACE, of enclosed dwelling areas as herein defined. Future phases of the Development may have different minimum square footage requirements as determined in ARTICLE IX Section 5 below. The actual ground floor area of the house must not exceed fifty percent of the total Lot area.

Section 4. Placement of Dwelling Homes on Lots. Set back restrictions affecting the Lots in the development are as follows:

(a) Dwelling houses may be constructed no nearer than ten feet to an interior lot line, but in no event shall there be less than twenty feet between any two Dwelling Homes on adjacent Lots. Dwelling houses may be constructed no nearer than twelve and one half feet to a side street line; however, the Developer, its successors or assigns, reserves the right to alter these side lot line restrictions for the unintentional violation of the same.

(b) A perimeter boundary set back must be maintained at ten feet inside and parallel to the boundary of the development, and no dwelling house shall be located on any Lot nearer to the street on which the dwelling house faces than thirty five feet. In the event that the set back line as established herein shall conflict with any set back line as shown on any recorded plat of the subdivision, the set back line established herein shall control. The

Developer, its successors or assigns, reserves the right to alter the front lot line restrictions for the unintentional violation of the same.

(c) Eaves, overhangs, swimming pools (whether above or below the ground) and storage buildings for related equipment (including but not limited to filters and water pumps) patios, decks, (whether raised, with rails, cement, or of wood, provided they do not have screen walls or roofs) may extend beyond a set back line if approved by the Developer. The dwelling home is to be designed to its site. In passing on the acceptability of a dwelling home, the Architectural Review Committee and/or the Developer will consider plans submitted for dwelling homes on Lots in good faith.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner of any Lot which is subjected by this Declaration to assessment by the Association shall be a member of Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners excepting the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 above. When more than one person holds such interest or interests in any Lot, the vote attributable to such Lot shall be exercised as such persons mutually determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The sole Class B member shall be the Developer. The Class B member shall be entitled to four votes for each Lot which it holds the interest required for membership under Section (1) of this Article.

When a purchaser of an individual Lot or Lots takes title

thereto from the Developer he becomes a Class A member.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article V, every member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that on or before the conveyance of the last Lot, it will convey to the Association, by general warranty, fee simple title to the Common Areas, free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, and further except for easements and restrictions existing of record prior to the purchase of the property by the Developer, none of which will make the title unmarketable. Subject however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the community, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards, the maintenance and repair of the Common Areas shall include, but not be limited to, repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storm drains, and sewer and water lines, connections, and appurtenances, except such responsibilities as are accepted by responsible parties, and only for so long as they properly perform.

This section shall not be amended, as provided for in Article IX, Section 5, to eliminate or substantially impair the obligation for the maintenance and repair of the Common Areas.

Section 3. Extent of Member's Easements. The rights and easements created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association, to dedicate, transfer, or convey all or any part of the Common Areas, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, provided that no such dedication, transfer, or conveyance shall adversely affect the use of the Common Areas by the members of the Association.

(b) The right of the Developer, and of the Association, to grant and reserve easements and rights of way through, under, over, and across Common Areas, for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, fuel oil and other utility services, including a cable or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Developer to grant and reserve easements and rights of way through, over and upon and across the Common Areas for the operation and maintenance of the Common Areas.

(c) The right of visitors, invitees, etc. to ingress and egress in and over those portions of Common Areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Areas in the case of landlocked adjacent Owner) to the nearest public highway.

(d) The right of the Association, as provided in its Bylaws, to suspend enjoyment rights of any member for any period during which any assessment remains unpaid. The Association shall also have the right to suspend enjoyment rights of any member for an appropriate period of time to be determined on a case by case basis by the Board of Directors for any infraction of its published rules and

regulations; provided, however, that the right of a member to ingress and egress over the roads and/or parking areas shall not be suspended. Violation of suspension shall result in a fine in an amount to be determined by the Board of Directors, not to exceed

\$100.00 per infraction, which fine shall become a continuing lien on the Lot of the member.

(e) The right of the Association, in accordance with the law, its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving Common Areas and in pursuance thereof to mortgage the same.

Section 4. Equestrian Easements. ASCOT is an Equestrian Community, and within the Community the Developer has obtained and developed a system of Equestrian Easements for the enhanced enjoyment by members of their dwelling homes, Common Areas, and Easements. No activity shall be carried on upon any Lot, Common Area, road, or easement which shall interfere with or disturb the quiet enjoyment of the Equestrian Easements, or the Equestrian activities of any members, their families, or invitees.

Section 5. Parking Rights. Any Owner may delegate, in accordance with the Bylaws of the Association, his right or enjoyment to the Common Areas and facilities to his employees, tenants, invitees, or licensees.

Section 6. Additional Structures. Neither the Association nor any Owner or group of Owners shall, without the prior written approval of the Developer, erect, construct, or otherwise locate any structure or other improvement in the Common Area.

ARTICLE VI

COMPLETION, MAINTENANCE, AND OPERATION OF COMMON AREAS AND FACILITIES AND COVENANT FOR DUES THEREFORE

Section 1. Completion of Common Areas by Developer.

(a) The Developer will complete the construction of the streets, roadways, entrances, and signage for the development.

(b) The Developer will fulfill all its obligations to complete the construction of all Common Areas including the Clubhouse, pool, two tennis courts, and parking facilities, which development will be done at the Developer's sole cost and expense. Within the Clubhouse the Developer shall be allowed use of a "Sales

and Information Center" until ninety five percent of the Lots on recorded subdivision plats have been sold. The Developer's use of the Clubhouse shall have priority over the Association, the Community, or individual members until ninety five percent of the Lots on recorded subdivision plats have been sold. The Developer shall not be charged a fee other than normal janitorial expenses for its use of the Clubhouse.

Section 2. Operation and Maintenance of Common Areas.

(a) The Association at its sole cost and expense, shall operate and maintain the Common Areas and provide the requisite services in connection therewith. It shall further be the responsibility of the Association to maintain all entrances including entrance signs, lights, sprinklers, shrubs, and to pay the cost of utility bills and other such requisite services in connection with the maintenance of such entrance ways.

Section 3. Dues, Liens, and Personal Obligations Therefore and Operation Maintenance of Common Areas Solely by the Association.

(a) Each and every Owner of any Lot or Lots within the properties, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual dues or charges and assessments for capital improvements, such dues to be fixed, established, and collected from time to time as herein after provided. Dues and assessments, together with such interest thereon and costs of collection thereof as are herein after provided, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which dues or assessments are made. Such dues or assessments, together with such interest thereon and costs of collection thereof as are herein after provided, shall also be the personal obligation of the Owner of each Lot or Lots at the time when the dues or assessments fall due.

(b) The dues levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the development, and in particular for the improvement and maintenance of the Common Areas including, but

not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereof, the cost of labor, equipment, materials, management, and supervision thereof, and the cost of lawn and landscaping maintenance, and refuse collection, all of which obligations the Association hereby assumes in accordance with (a) above.

Section 4. Amount and Payment of Annual Dues. The Board of Directors of the Association shall at all times fix the amount of the annual dues at an amount sufficient to pay the cost of maintaining and operating the Common Areas and performing the exterior maintenance required to be performed by the Association under this Declaration. The amount of the annual dues shall be uniform for each Lot which has been initially occupied as a dwelling, and each Lot shown on a recorded plat which has not been initially occupied as a dwelling shall have dues in the amount of one half the dues for a Lot which has been initially occupied as a dwelling. The Board shall also fix the date of commencement and amount of the dues against each Lot at least thirty days in advance of such date and period, and shall, at that time, prepare a roster of the Lots and dues applicable thereto, which shall be kept in the Office of the Association and shall be opened to inspection by any Owner. Written notice of the dues shall thereupon be sent to every Owner subject thereto.

The annual dues shall be paid in full on January first of each respective year, commencing January 1, 1996, and upon closing of each Lot sale by the Developer, dues shall be prorated to the date of closing. Dues for the year 1996 shall be \$700.00 for each Lot which has been initially occupied as a dwelling, and \$350.00 for each Lot shown on a recorded plat which has not been initially occupied as a dwelling. For the first five years, commencing January 1, 1997, dues shall not increase greater than five percent per year. Additionally, for the first five years, commencing on January 1, 1996, any funds not spent in each budget year and not placed in a reserve replacement account shall be applied toward completion of a capital improvements program to be determined by the

Board of Directors and promulgated by regulation. Except as otherwise stated herein, the exact amount of the annual dues shall be fixed by the Board of Directors of the Association.

The Association shall, upon demand at any time, furnish to any Owner liable for any dues, a certificate in writing signed by an officer of the Association, setting forth whether said dues have been paid. Such certificate shall be in recordable form and shall be conclusive evidence of payment of any dues therein stated to have been paid.

This Section shall not be amended as provided in Article IX, Section 5, to eliminate or substantially impair the obligation to fix the dues at any amount sufficient to properly maintain and operate the Common Areas and perform the exterior maintenance required to be performed by the Association under this Declaration.

Section 5. Assessments for Capital Improvements. In addition to the annual dues, the Association may levy, in any year, an assessment (which must be fixed at a uniform rate for all Lots, subject to the provisions of Section 3(a)) applicable to that year only, in an amount no higher than the maximum annual dues then permitted to be levied hereunder, for the purpose of defraying, in whole or in part, the cost of any construction or any reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property relating thereto, provided that such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days and no more than sixty days in advance of the meeting. The due date of any specified assessment shall be fixed in the resolution authorizing such assessment.

Section 6. Paid Professional Manager. The Board of Directors of the Association may employ a professional manager or managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the Common Areas and in the discharge to the Association's duties throughout the community.

Section 7. Effect of Nonpayment of Dues or Ad Valorem Taxes or Assessments for Public Improvements by Association:

(a) Remedies of the Association: Nonpayment of Dues or Assessments. Any dues or assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of sixteen percent (16.0) per annum or the highest rate allowed by law whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such dues or assessments. No Owner may waive or otherwise escape liability for the dues or assessments provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the dues or assessments provided for herein.

(b) Remedies of the Association: Nonpayment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months each Owner of a Lot shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. IF such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien

against the Lot of the Owner.

Section 8. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Lot shall not affect the liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such mortgage or deed trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which becomes due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any dues or assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust.

Section 9. Exempt Property. The following properties subject to this Declaration shall be exempt from the dues, assessments, charges, and liens created herein: (a) All Common Areas, as defined in Article I, Section 1 hereof. Notwithstanding any provision herein, no land or improvements devoted to building use shall be exempt from said assessments, charges and liens.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Improvements. NO building, fence, wall or other structure or planting or landscaping shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including without limitation any plantings or landscape be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee (referred to from time to time within this Declaration or the By-Laws as "Architectural

Control Board") composed of three (3) or more representatives appointed by the Board (hereinafter referred to as the "Architectural Control Committee"). Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Developer so long as said development follows the general plan of development of the Properties previously approved by the appropriate governmental regulatory authority. Notwithstanding anything herein to the contrary, for so long as Developer owns at least one Lot, Developer may approve any plans and specifications rejected by the Board of Directors or the Architectural Control Committee for the construction of initial improvements on any Lot provided the initial improvements are approved by the appropriate governmental regulatory authority. Such approval by Developer shall operate and have the same effect as approval by the Architectural Control Committee or the Board of Directors.

Section 2. Procedures. (a) Any person desiring to make any improvements, alteration or change described in Section 1 above shall submit the plans and specifications therefore, including the plot plan, showing the nature, kind, shape, height, materials and location of the same, to the Board of Directors of the Association or the Architectural Control Committee which shall evaluate such plans and specifications in light of the purpose of this Article. The Architectural Control Committee may charge a review fee of not greater than \$200.00. The Architectural Control Committee may at its option employ outside professional services not to exceed \$200.00 for initial review. Subsequent reviews may require additional fees.

(b) Upon approval by the Architectural Control committee of any plans and specifications submitted pursuant to this Declaration, copy of such plans and specifications, as approved , shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans

and specifications shall not be deemed a waiver of the Architectural Control Committee's right in its discretion, to disapprove similar plans and specifications or any of the features or elements which are subsequently submitted for use in connection with any other Lot. Approval of such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) Any approval granted by the Architectural Review Committee shall terminate if construction has not commenced within three hundred sixty five days (365) of the date of the Committee's approval, and all plans must be resubmitted to the Committee for full consideration, as if they were a new application.

(d) Upon approval by the Committee, the Developer or Association may, at it's option, require the Lot Owner to make a compliance deposit in an amount to be determined by the Developer or Association. After completion of Construction the Committee or its appointed agent shall inspect the construction, assign a value to each variance of the construction from the plans as approved, and pay the amount of each variance to the treasurer of the Association.

The balance shall be refunded to the Lot Owner. The compliance deposit shall be Two Thousand Dollars until such time as the Developer shall change that amount by regulation, and the Developer reserves the right to waive a compliance deposit by Builders approved by the Developer. Nothing herein shall be deemed to waive any other remedies of the Developer or any Lot Owner under this Declaration or at law.

(e) The Developer, in its sole discretion, may require that plans and specifications submitted to the Architectural Control Committee pursuant to this Declaration contain plans for a sidewalk to be located near the road on which the dwelling home faces, and near the side street of the dwelling home, if such dwelling home is located on a corner Lot. This shall not be construed as a requirement of the Developer to provide for sidewalk construction, and failure to

require sidewalk construction for some Lots shall not preclude the requirement of sidewalk construction for other Lots, nor shall the requirement of sidewalk construction for some Lots require the requirement of sidewalk construction for all Lots.

(f) Neither Developer, nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for the defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the architectural Control Committee. **FURTHER, NEITHER DEVELOPER, ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, OR ATTORNEYS SHALL BE LIABLE TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OR ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DEVELOPER, ASSOCIATION, ITS BOARD MEMBER OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE, TO RECOVER ANY SUCH DAMAGES, AND HEREBY RELEASES, REMISES, QUIT CLAIMS, AND COVENANTS NOT TO SUE OF ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.**

ARTICLE VIII

EXTERIOR MAINTENANCE, REASONABLE ACCESS AND MAINTENANCE OF COMMON AREAS

Section 1. Exterior Maintenance. Each Owner shall be responsible for the exterior maintenance of his dwelling and Lot as

follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks, and other exterior improvements. In the event that the Owner neglects or fails to maintain his Lot and/or the exterior of his or her dwelling in ASCOT, the Association shall provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of the exterior maintenance or repair that Association intends to perform and Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself. The determination as to whether an Owner has neglected or failed to maintain his Lot and/or dwelling in a manner consistent with other Lots and dwellings in ASCOT shall be made by the Board of Directors of the Association, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event the Association performs such exterior maintenance, repair or replacements, the costs of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which Lot is subject.

In the event that the Association determines that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitee of any Owner, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

Section 2. Access at Reasonable Hours. For the purpose of performing its function under this or any other Article of the Declaration, and to make necessary surveys in connection therewith, the Association, its duly authorized agent and employees, or the

developer during the period of development, shall have the right to enter upon any Lot at reasonable hours, on any day except Sunday or holidays, upon reasonable prior notice.

Section 3. Maintenance of Common Areas. The Association, depending upon the responsibility as assessed under this Declaration, shall maintain Common Areas. However, should the Association, decide to transfer any portion or all of the Common Areas to governmental authority, as it has the rights so to do, such duty to maintain same shall cease as of that portion so transferred.

Section 4. Emergency Access. There is hereby granted to the Association, its directors, officers, agents and employees and to any Manager employed by the Association as provided for in Section 6 of Article VI hereof, and to all policemen, firemen, ambulance personnel and all similar emergency personnel an easement to enter upon the property or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section 4 of Article VIII shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby. The rights granted herein to the Association includes reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project.

ARTICLE IX GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, and the irrespective legal representatives, heirs, successors, and assigns.

Section 2. Notice. Any notice required to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, post paid, to the last known address of the person who

appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violations or to recover damages; and failure by the Developer, Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of a right to do so thereafter. These covenants may also be enforced by the Architectural Control Board.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. With respect to future phases or sections of the Development, the Developer reserves the right to alter the square footage requirements as set out in ARTICLE III Section 3. Such alterations in square footage requirements shall be made in the Amendment or Addendum described in ARTICLE X Section 1 of this Declaration. No change shall be made in the square footage requirements of any phase once such requirements are filed of record except by Amendment to this Declaration as described herein below. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens for this Agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two thirds vote of the membership in the Association, provided that so long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained. Provided, further, that the provisions for voting of Class A and Class B Members as hereinabove contained in this Declaration shall also be effective in voting changes in this Declaration.

Section 6. Amendment Prior to Sale by Developer. At any time

prior to the closing to the first sale of Lots by Developer, the Developer, and any mortgage holder, if any, may amend this Declaration by their mutual consent. The closing of the first sale shall mean transfer of title and delivery of a deed and not execution of contract of sale or like document.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the office of the R.M.C. for the county in which the property is located.

ARTICLE X
ADDITIONAL MATTERS DEALING WITH PHASED DEVELOPMENT

Section 1. Annexation of Additional Phases. The Developer shall have the right to annex additional Phases into the Properties by the filing of an Amendment or Addendum to this Declaration which describes the property annexed, and imposes this Declaration upon such property annexed. All property annexed in this manner shall be a part of the Association as fully as if it had been a part thereof from the filing of this Declaration.

Section 2. Voting Rights. As each phase, if any, is added to the development, the Lots comprising such additional phase shall be counted for the purpose of voting rights.

Section 3. Binding Effect. This Declaration shall inure to the benefit of and be binding upon the parties hereto, and the purchasers of Lots, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Developer, has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

M. STEWART MUNGO

ITS PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
_____ DAY OF _____, 1995.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

SCHEDULE "A"

All those certain pieces, parcels or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22; on a plat of ASCOT ESTATES prepared by Belter & Associates, Inc. dated April 22, 1995, last revised July 25, 1995, and recorded in the Office of the R.M.C. for Richland County in Plat Book 55 Page 8906; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This is a portion of the property heretofore conveyed to the Grantor by deed recorded in Richland County Deed Book D_____ Page _____.

The above described lots which have not been conveyed to the Grantor are subject to a REAL ESTATE OPTION dated and recorded July 16, 1995 in Richland County Deed Book D1151, at page 425, and shall become restricted under the terms of this Declaration upon vesting of title in the Developer.

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
95.154

THIS FIRST AMENDMENT ("FIRST AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the _____ day of SEPTEMBER 1995 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the owner of the real property described in Schedule A of the Declaration, and is developing thereon a Development together with common lands and facilities for the sole use and benefit of the Owners of the homes to be located in the Development.

2. The DECLARATION provides in ARTICLE IX, Section 5 that the DECLARATION may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two thirds vote of the membership in the Association.

3. The Developer, being the Owner of more than two thirds of the Lots in the Development, and holding more than two thirds vote of the membership in the Association, desires to Amend the DECLARATION according to the terms of this FIRST AMENDMENT.

NOW, THEREFORE, the Developer declares that the DECLARATION is amended as hereinafter set forth.

1. ARTICLE I, Section 1 (h) is deleted and replaced in its entirety with the following amended ARTICLE I, Section 1 (h):

(h) "Development", "Project", and "Community" shall mean and refer to the Phases of ASCOT described in the attached Schedule "A" and/or any additional phases of ASCOT to be developed and constructed by the Developer. All references to ASCOT shall include ASCOT ESTATES, ASCOT DOWNS, and ASCOT PLACE.

2. ARTICLE III, Section 3 is deleted and replaced in its entirety with the following amended ARTICLE III, Section 3:

Section 3. Size of Dwelling Homes and Lot Coverage. All dwelling homes in the Phase(s) shall have a minimum of (a) 4,000 square feet for ASCOT ESTATES, (b) 3,000 square feet for ASCOT DOWNS, and (c) 2,500 square feet for ASCOT PLACE, of enclosed dwelling areas as herein defined. Future phases of the Development may have different minimum square footage requirements as determined in ARTICLE IX Section 5 below. The actual ground floor area of the house must not exceed fifty percent of the total Lot area.

3. All other terms and conditions of the DECLARATION shall remain in full force and effect unchanged except as amended by this FIRST AMENDMENT.

IN WITNESS WHEREOF, the Developer, has caused this FIRST AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

M. STEWART MUNGO

ITS PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
_____ DAY OF SEPTEMBER, 1995.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
95.154

THIS SECOND AMENDMENT ("SECOND AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the _____ day of SEPTEMBER 1995 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of, or the owner of an option to, the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

4. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

5. The property to become subject to the said Declaration consists of the following:

restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this SECOND AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

M. STEWART MUNGO

ITS PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
_____ DAY OF SEPTEMBER, 1995.

WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
96.83

THIS THIRD AMENDMENT ("THIRD AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the 5TH day of FEBRUARY, 1996 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the

improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, and 125 on a plat of ASCOT PLACE prepared by Belter & Associates, Inc. dated December 18, 1995, last revised January 9, 1996, and recorded in the Office of the R.M.C. for Richland County in Plat Book 56, at Page 1314; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

The following Derivations apply to this property:

McLaurin Tract & Huffstetler Tract A: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated September 19, 1995, and recorded September 19, 1995 in the Office of the RMC for Richland County in Deed Book D1279, at page 797.

Young Tract: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated FEBRUARY 1, 1996, and recorded _____, 1996 in the Office of the RMC for Richland County in Deed Book D_____, at page _____.

Morrisette Tract: Deed from N. Welch Morrisette, Jr. to THE MUNGO COMPANY, INC. dated January 24, 1996, and recorded _____, 1996 in the Office of the RMC for Richland County in Deed Book D_____, at page _____.

Developer's Mailing Address: 4400 St. Andrews Road
Columbia, S.C. 29210

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the

Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON ASCOT PLACE**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this THIRD AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

M. STEWART MUNGO

ITS PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
5TH DAY OF FEBRUARY, 1996.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
96.83

THIS FOURTH AMENDMENT ("FOURTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the _____ day of MARCH, 1996 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of Lots in ASCOT which, according to the terms of the DECLARATION entitle the Developer to not less than two thirds vote of the Membership of ASCOT HOMEOWNERS' ASSOCIATION, INC.

2. Section 5 of Article IX provides, among other things, that The Declaration may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two thirds vote of the membership in the Association.

3. The Developer, in accordance with its Declaration, and as an Owner holding not less than two thirds vote of the membership in the Association, executes and records this instrument as the FOURTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR ASCOT to delete (i) ARTICLE I Section 1 (g) in its entirety and replace it with the new ARTICLE I Section 1 (g) as set forth below, (ii) ARTICLE IV Section 1 in its

entirety and replace it with the new ARTICLE IV Section 1 as set forth below, and (iii) ARTICLE VI Section 1 (b) in its entirety and replace it with the new ARTICLE VI Section 1 (b) as set forth below.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of amending the DECLARATION according to the terms provided above does hereby delete (i) ARTICLE I Section 1 (g) in its entirety and replace it with the new ARTICLE I Section 1 (g) as set forth below, (ii) ARTICLE IV Section 1 in its entirety and replace it with the new ARTICLE IV Section 1 as set forth below, and (iii) ARTICLE VI Section 1 (b) in its entirety and replace it with the new ARTICLE VI Section 1 (b) as set forth below:

ARTICLE I Section 1 (g) "Member" shall mean and refer to the Developer and all those Owners who are members of the Association, as provided in Article IV hereof.

ARTICLE IV Section 1. Membership. The Developer and every person or entity who is an Owner of any Lot which is subjected by this Declaration to assessment by the Association shall be a member of Association. Except for the Membership of the Developer, membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

ARTICLE VI Section 1 (b) The Developer will fulfill all its obligations to complete the construction of all Common Areas including the Clubhouse, pool, two tennis courts, and parking facilities, which development will be done at the Developer's sole cost and expense. Within the Clubhouse the Developer shall be allowed use of a "Sales and Information Center" until ninety five percent of the Lots on recorded subdivision plats have been sold. The Developer shall be a Member of the Association even after it no longer is a Lot Owner in the Development, and as a Member, the

Developer shall have all of the rights and privileges of Membership. The Developer's use of the Clubhouse shall have priority over the Association, the Community, or individual members until ninety five percent of the Lots on recorded subdivision plats have been sold. The Developer shall not be charged a fee other than normal janitorial expenses for its use of the Clubhouse.

IN WITNESS WHEREOF, the Developer, has caused this FOURTH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____
M. STEWART MUNGO
ITS PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF MARCH, 1996.

NOTARY PUBLIC FOR SOUTH CAROLINA

WITNESS

MY COMMISSION EXPIRES:

FIFTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
96.83

THIS FIFTH AMENDMENT ("FIFTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the _____ day of MAY, 1996 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of Lots in ASCOT which, according to the terms of the DECLARATION entitle the Developer to not less than two thirds vote of the Membership of ASCOT HOMEOWNERS' ASSOCIATION, INC.

2. Section 5 of Article IX provides, among other things, that The Declaration may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two thirds vote of the membership in the Association.

3. The Developer, in accordance with its Declaration, and as an Owner holding not less than two thirds vote of the membership in the Association, executes and records this instrument as the FIFTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR ASCOT to amend ARTICLE II to add the following Section 27 as set forth below.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of amending the DECLARATION according to the terms provided above does hereby amend ARTICLE II to add the following Section 27:

ARTICLE II Section 27. Equestrian Buffer Area. Each Lot adjacent to any parcel conveyed to Irish Oaks Equestrian Center, Inc. ("Equestrian Center") shall have an Equestrian Buffer Area twenty feet in width along its common boundary with the Equestrian Center parcels. Within the Equestrian Buffer Area, no trees, shrubbery, or bushes shall be removed or cut within any such Lot unless prior to such removal or cutting the plans and specifications for such removal or cutting shall first have been submitted to and approved by the Developer or its designate, in writing, as to the effect of such removal or cutting upon ASCOT and the Equestrian Center. The approval, partial approval, or denial of such plans and specifications shall be made at the sole discretion of the Developer, and such approval, partial approval, or denial may be based on purely aesthetic considerations alone within the sole opinion of the Developer.

IN WITNESS WHEREOF, the Developer, has caused this FIFTH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

M. STEWART MUNGO

ITS PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF MAY, 1996.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

SIXTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
96.83

THIS SIXTH AMENDMENT ("SIXTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the ____ day of OCTOBER, 1996 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the

improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 39, 40, 41, 71, 72, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, and 87 on a plat of ASCOT DOWNS PHASE FOUR prepared by Belter & Associates, Inc. dated August 2, 1996, last revised September 4, 1996, and recorded in the Office of the R.M.C. for Richland County in Plat Book 56, at Page _____; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

The following derivations apply to these lots:

HUFFSTETTLER TRACT C: Deed from E. ROY HUFFSTETTLER, JR. to THE MUNGO COMPANY, INC. dated January 3, 1996, and recorded January 8, 1996 in the Office of the RMC for Richland County in Deed Book D1296, at page 551.

HUFFSTETTLER TRACT A: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated September 19, 1995, and recorded September 19, 1995 in the Office of the RMC for Richland County in Deed Book D1279, at page 797.

BEARING DISTR. TRACT: 95.359. Deed from BEARING DISTRIBUTORS, INC. to THE MUNGO COMPANY, INC. October 4, 1995, and recorded October 5, 1995 in the Office of the RMC for Richland County in Deed Book D1282, at page 668.

Developer's Mailing Address: 441 WESTERN LANE
IRMO, SOUTH CAROLINA 29063

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and

enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON ASCOT DOWNS PHASE FOUR**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this SIXTH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
_____ DAY OF OCTOBER, 1996.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

SEVENTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
97.72

THIS SEVENTH AMENDMENT ("SEVENTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the ____ day of OCTOBER, 1997 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the

improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 172, 173, and 174 on a plat of ASCOT PLACE PHASE TWO prepared by Belter & Associates, Inc. dated June 5, 1997, last revised August 21, 1997, and recorded in the Office of the R.M.C. for Richland County in Plat Book 57, at Page 1054; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This is a portion of the property heretofore conveyed from N. Welch Morrisette, Jr. to THE MUNGO COMPANY, INC. dated March 15, 1996, and recorded March 18, 1996 in the Office of the RMC for Richland County in Deed Book D1306, at page 417.

Developer's Mailing Address: 441 WESTERN LANE
IRMO, SOUTH CAROLINA 29063

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON ASCOT PLACE PHASE TWO**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this SEVENTH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____
ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF OCTOBER, 1997.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

EIGHTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
98.62

THIS EIGHTH AMENDMENT ("EIGHTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the ____ day of FEBRUARY, 1998 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as

Lots 126, 127, 128, 129, 130, 131, 132, 133, 134, 150, 151, 154, 155, 156, 157, 158, 170, and 171 on a plat of ASCOT PLACE PHASE TWO prepared by Belter & Associates, Inc. dated June 5, 1997, last revised January 27, 1998, and recorded in the Office of the R.M.C. for Richland County in Plat Book 57, at Page _____; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

DERIVATION: Deed from N. Welch Morrisett, Jr. to THE MUNGO COMPANY, INC. dated March 15, 1996, and recorded March 18, 1996 in the Office of the RMC for Richland County in Deed Book D1306, at page 417.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON ASCOT PLACE PHASE TWO**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this EIGHTH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
_____ DAY OF FEBRUARY, 1998.

WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

NINETH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
98.62

THIS NINETH AMENDMENT ("NINETH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the ____ day of MAY, 1998 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the improvements thereon, if any, situate, lying and being in the County

of Richland, State of South Carolina, being shown and delineated as Lots 294, 295, 296, and 297; on a plat of ASCOT CIRCLE SUBDIVISION prepared by Belter & Associates, Inc. dated March 25, 1998, last revised April 3, 1998, and recorded in the Office of the R.O.D. for Richland County in Record Book 52 Page 872; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This is a portion of the property heretofore conveyed to the Grantor by the following:

Young Tract: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated February 1, 1996, and recorded February 5, 1996 in the Office of the RMC for Richland County in Deed Book D1300, at page 585.

Morrisette Tract B: Deed from N. Welch Morrisett, Jr. to THE MUNGO COMPANY, INC. dated March 15, 1996, and recorded March 18, 1996 in the Office of the RMC for Richland County in Deed Book D1306, at page 417.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON ASCOT CIRCLE**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of

the RMC for Richland County in Deed Book D1275, at page 424, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this NINETH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____
ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF MAY, 1998.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

TENTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
98.256

THIS TENTH AMENDMENT ("TENTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the ____ day of JULY, 1998 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer" and by IRISH OAKS EQUESTRIAN CENTER, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "IRISH OAKS":

RECITALS

1. The Developer is the fee simple owner of real property on which it is developing a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Irish Oaks is the fee simple owner of tracts, collectively referred to as "The Equestrian Center", described below upon which it operates an Equestrian Center.

3. The Developer and Irish Oaks desire that the owner of The Equestrian Center become a member of the Association, and that The Equestrian Center be subjected to the Architectural Control of the Developer.

4. The DECLARATION provides in ARTICLE IX, Section 5 that the DECLARATION may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two thirds vote of the membership in the Association.

5. The Developer, being the Owner of more than two

thirds of the Lots in the Development, and holding more than two thirds vote of the membership in the Association, desires to Amend the DECLARATION according to the terms of this TENTH AMENDMENT.

WITNESSETH

NOW, THEREFORE, the Developer declares that the DECLARATION is amended as hereinafter set forth.

1. RECITAL 2 of the Declaration is deleted and replaced in its entirety with the following amended RECITAL 2:

2. The Developer has or may acquire additional real property which it may desire to develop as additional phases of such Development which Developer may incorporate as additional phases of this development and bring same under this Declaration of Covenants, Restrictions, Easements, Charges, and Liens for ASCOT. The Developer may also desire that other properties not owned by the Developer be brought under this Declaration of Covenants, Restrictions, Easements, Charges, and Liens for ASCOT, or that The Equestrian Center operated by Irish Oaks and described more fully below be subjected to Architectural Control of the Developer.

2. ARTICLE II, Section 1 is deleted and replaced in its entirety with the following amended ARTICLE II, Section 1:

Section 1. Residential use of Property. All Lots, excepting The Equestrian Center, shall be used for single-family residential purposes only, and no business or business activity shall be carried on or upon any Lot, excepting The Equestrian Center, at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Developer or any builder of homes in ASCOT approved by Developer from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in ASCOT; and provided, further that, to the extent allowed by applicable zoning laws, private offices (provided such private office does not increase traffic in the subdivision) may be maintained in dwelling located on any of the Lots so long as (a) such use is incidental to the primary residential use of the dwelling, and (b) no employees, other than domestic cleaning services, report to such office. All parties subject to this Declaration understand that The Equestrian Center is engaged in the business of owning and operating an equestrian center, and that the operation of the Equestrian Center is an integral part of maintaining ASCOT as an Equestrian Community.

Nothing contained within this Declaration shall be interpreted to interfere with the operation of The Equestrian Center by its owner, except that the Developer shall have Architectural Control over The Equestrian Center as described below, and except that the owner of The Equestrian Center, with respect to use of the Common Areas, shall be governed by the Association.

3. ARTICLE IV, Section 1 is deleted and replaced in its entirety with the following amended ARTICLE IV, Section 1:

Section 1. Membership. Every person or entity who is an Owner of any Lot which is subjected by this Declaration to assessment by the Association shall be a member of Association. The owner of The Equestrian Center, as described below, shall also 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 assessments.

4. ARTICLE VII, Section 1 is deleted and replaced in its entirety with the following amended ARTICLE VII, Section 1:

Section 1. Improvements. NO building, fence, wall or other structure or planting or landscaping shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including without limitation any plantings or landscape be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee (referred to from time to time within this Declaration or the By-Laws as "Architectural Control Board") composed of three (3) or more representatives appointed by the Board (hereinafter referred to as the "Architectural Control Committee"). Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Developer so long as said development follows the general plan of development of the Properties previously approved by the appropriate governmental regulatory authority. Notwithstanding anything herein to the contrary, for so long as Developer owns at least one Lot, Developer may approve any plans and specifications rejected by the Board of Directors or the Architectural Control Committee for the construction of initial improvements on any Lot provided the initial improvements are approved by the appropriate governmental regulatory authority. Such approval by Developer shall operate and have the same effect as approval by the Architectural Control Committee or the Board of Directors. Further notwithstanding anything herein to the contrary, The Equestrian Center shall be subject only to the

Architectural Control of the Developer, and with respect to the Architectural Control of The Equestrian Center, the Developer shall have the same rights of control as the Association has over Lots.

5. SCHEDULE "A" of the Declaration is amended to add the following property description:

THE EQUESTRIAN CENTER

The Equestrian Center is comprised of all Real Property conveyed to Irish Oaks, except for parcels conveyed by Irish Oaks prior to the execution of the Tenth Amendment, within the following deeds:

1. Deed from MICHAEL J. MUNGO to IRISH OAKS EQUESTRIAN CENTER, INC. dated April 5, 1994, and recorded May 6, 1994 in the Office of the Register of Deeds for Richland County in Deed Book D1196, at page 456.

2. Deed from MICHAEL J. MUNGO to IRISH OAKS EQUESTRIAN CENTER, INC. dated January 19, 1995, and recorded July 11, 1995 in the Office of the Register of Deeds for Richland County in Deed Book D1267, at page 226.

3. Deed from THE MUNGO COMPANY, INC. to IRISH OAKS EQUESTRIAN CENTER, INC. dated May 9, 1996, and recorded July 2, 1996 in the Office of the Register of Deeds for Richland County in Deed Book D1324, at page 312.

6. All other terms and conditions of the DECLARATION shall remain in full force and effect unchanged except as amended by this TENTH AMENDMENT.

IN WITNESS WHEREOF, the Developer and Irish Oaks, have caused this TENTH AMENDMENT to be executed by their proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

IRISH OAKS EQUESTRIAN CENTER, INC.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF JULY, 1998.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named IRISH OAKS EQUESTRIAN CENTER, INC. by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF JULY, 1998.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

ELEVENTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
98.62

THIS ELEVENTH AMENDMENT ("ELEVENTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the ____ day of JUNE, 1998 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, and 169 on a plat of ASCOT PLACE PHASE THREE prepared by Belter & Associates, Inc. dated February 6, 1998, last revised March 9, 1998, and recorded in the Office of the R.M.C. for Richland County in Record Book ____, at Page ____; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

DERIVATION: Deed from N. Welch Morrisett, Jr. to THE MUNGO COMPANY, INC. dated March 15, 1996, and recorded March 18, 1996 in the Office of the RMC for Richland County in Deed Book D1306, at page 417.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON ASCOT PLACE PHASE THREE**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, and the terms of the said Declaration are incorporated herein by reference

as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this ELEVENTH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____
ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF JUNE, 1998.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

TWELFTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
98.256

THIS TWELFTH AMENDMENT ("TWELFTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the ____ day of JULY, 1998 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer" and by PATRICK J. LAPORTE, III and MEGAN M. LAPORTE, citizens and residents of Richland County, South Carolina, hereinafter referred to as "the LAPORTES":

RECITALS

1. The Developer is the fee simple owner of real property on which it is developing a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. The LAPORTES are the fee simple owners of TRACT "A-2" containing 4.85 acres and more particularly described below.

3. The Developer and the LAPORTES desire that TRACT "A-2" be incorporated into and brought under the Declaration.

4. The DECLARATION provides in ARTICLE IX, Section 5 that the DECLARATION may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two thirds vote of the membership in the Association.

5. The Developer, being the Owner of more than two thirds of the Lots in the Development, and holding more than two thirds vote of the membership in the Association, desires to Amend the DECLARATION according to the terms of this TWELFTH AMENDMENT.

WITNESSETH

NOW, THEREFORE, the Developer declares that the DECLARATION is amended as hereinafter set forth.

1. ARTICLE IV, Section 1 is deleted and replaced in its entirety with the following amended ARTICLE IV, Section 1:

Section 1. Membership. Every person or entity who is an Owner of any Lot which is subjected by this Declaration to assessment by the Association shall be a member of Association. The owner of TRACT "A-2" containing 4.85 acres as described below, and the owner of The Equestrian Center, as described below, shall also be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

2. SCHEDULE "A" of the Declaration is amended to add the following property description:

TRACT "A-2" CONTAINING 4.85 ACRES

All that certain piece, parcel or lot of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Tract A-2 containing 4.85 acres, more or less, on a plat prepared for Irish Oaks Equestrian Center by Belter & Associates, Inc. dated February 8, 1996, recorded in the Office of the Register of Deeds for Richland County in Book 85, at Page 482. Being further shown and delineated on a plat prepared by Belter & Associates, Inc. for Patrick J. LaPorte, III and Megan M. LaPorte dated May 8, 1998 and recorded in the Office of the Register of Deeds for Richland County in Book 85, at Page 483 and having such metes, bounds, courses and distances as shown on said latter plat. Be all measurements a little more or less.

3. All other terms and conditions of the DECLARATION shall remain in full force and effect unchanged except as amended by this TWELFTH AMENDMENT.

_____ DAY OF JULY, 1998.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

THIRTEENTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
98.334

THIS THIRTEENTH AMENDMENT ("THIRTEENTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the ____ day of OCTOBER, 1998 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "MUNGO", ASCOT COURTYARDS, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "COURTYARDS", and by ASCOT HOMEOWNERS ASSOCIATION, INC. , a nonprofit corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as the "ASSOCIATION":

RECITALS

1. Mungo is the fee simple owner of real property on which it is developing a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. The Courtyards is the fee simple owner of real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

3. The Association is a nonprofit corporation created (a) to provide for the preservation of the values and amenities of the Ascot Community, (b) to administer and enforce the covenants and restrictions, and (c) to levy, collect, and disburse the assessments and charges paid by members of the Association.

4. Mungo, the Courtyards, and the Association desire that the Real Property described in Exhibit "A" be incorporated into and brought under the Declaration.

5. The DECLARATION provides in ARTICLE IX, Section 5 that the DECLARATION may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two thirds vote of the membership in the Association.

6. Mungo, being the Owner of more than two thirds of the Lots in the Development, and holding more than two thirds vote of the membership in the Association, desires to Amend the DECLARATION according to the terms of this THIRTEENTH AMENDMENT.

WITNESSETH

NOW, THEREFORE, Mungo, with the assent of the Courtyards and the Association, declares that the DECLARATION is amended as hereinafter set forth.

1. ARTICLE II, is amended to add the following language:

Section 27. Easement of Encroachment. Within Ascot Courtyards, the Courtyards reserves unto itself, its successors and assigns, a perpetual, alienable, and reasonable easement and right of ingress and egress, over, upon, and across and under each Lot and Common Area for the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered on any Lot or portion of Common Area adjacent to any Lot upon which improvements have been constructed to a distance of not more than two feet within any boundary of such Lot, as measured from any point on the common boundary between such adjacent Lot or Common Area, as the case may be, along a line perpendicular to such boundary at such point; provided however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association, unless such intentional encroachment has been approved by the Architectural Control Committee prior to construction. Such easement shall be appurtenant to the Lot for

which the improvements were constructed, and shall run with the land.

Section 28. Easement of Maintenance. Within Ascot Courtyards, a 4.6 foot easement is reserved along the boundary line of each lot, along the boundary line along which the patio wall is to be constructed for the construction, maintenance, and repair of the patio wall and/or dwelling unit on the adjoining lot. No shrubbery or planting shall be permitted in the 4.6 foot easement which limits access to the easement area by any party entitled to access to the easement area, but any permitted shrubbery or planting in the 4.6 foot easement that is removed or damaged by the adjoining lot owner during the construction, maintenance, and repair of his patio wall, and/or dwelling unit, shall be repaired or replaced at the expense of the said adjoining lot owner causing such damage.

Section 29. Maintenance of Front Yards Within Ascot Courtyards. The Association shall, as a service provided to all Owners of Lots within Ascot Courtyards, contract to maintain the front yard of all lots in Ascot Courtyards, and such service shall be mandatory. A reasonable easement of access, ingress, and egress for such purposes is hereby granted to the Association.

2. ARTICLE III, Section 3 is amended to add the following language:

All Patio Homes in Ascot Courtyards shall have a minimum of 2,500 square feet of enclosed dwelling areas as herein defined.

3. ARTICLE III, is amended to add the following language:

Section 5. Patio Home Defined. Within Ascot Courtyards, a Patio Home refers to a single family dwelling unit consisting of one or more courts partially or completely surrounded by enclosed living areas. Dwelling units constructed on Lots must be constructed so as to utilize a patio wall completely enclosing the sides and rear portions of the lot. A patio wall shall be only be made of such materials as shall be approved prior to construction by the Architectural Control Board, but with such approval, it may be the exterior wall of another dwelling. A Dwelling unit shall utilize a portion of the patio wall as one of its exterior walls unless an alternative location of the dwelling is approved pursuant to the applicable provisions herein contained.

Section 6. Placement of Dwelling Homes on Lots Within Ascot Courtyards. Set back restrictions affecting the Lots in Ascot

Courtyards are as follows:

(a) Patio walls shall be built within one foot of the boundary line up to the zero lot line unless otherwise provided for herein; however, such patio wall may not be built beyond the zero lot line. In the event a patio wall is not built on the zero lot line, but is recessed behind the lot line to for any distance, the adjoining neighbor shall have an easement of occupancy over the area between the patio wall and the lot line so that occupancy of the neighbor over the common lot line to the patio wall shall not be a trespass.

(b) The Patio Home is to be designed to its site. In passing on the acceptability of a Patio Home, the Architectural Control Committee will consider plans submitted in compliance with the Declaration.

4. ARTICLE IV, Section 1 is amended to add the following language:

The owner of the Real Property described on Exhibit "A" below, its successors and assigns, shall also be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot described upon Exhibit "A" which is subject to assessments.

5. ARTICLE V, is amended to add the following language:

Section 7. Parking Rights Within Ascot Courtyards. It is anticipated that additional parking spaces will be provided as Common Areas for the sole benefit of Owners of Lots within Ascot Courtyards. These parking spaces are for the use of the guests, invitees, and licensees of the Owners of Lots within Ascot Courtyards, and are not to be used by the Lot Owners as additional parking spaces for themselves or other permanent residents of the dwellings of Lot Owners. Violations of use of the parking spaces shall be determined in the sole discretion of the Association, and the Association may levy such fines as may be appropriate, or may deprive the offending Lot Owner of the use of Common Areas for such period of time as the Association, in its discretion, may deem appropriate.

6. ARTICLE VI, is amended to add the following language:

Section 10. Supplemental Assessments for Ascot Courtyards. The Association may assess Owners of Lots within Ascot Courtyards

supplemental dues, charges, and assessments for capital improvements, for the maintenance of Common Areas and services which are restricted to or available to only Owners of Lots within Ascot Courtyards. The amount of such supplemental dues, charges, and assessments for capital improvements shall be limited to the sum necessary to maintain such Common Areas and services, and the Association shall have all rights of collection and enforcement with respect to this Section as it has for the collection and enforcement of any other provisions of this Declaration.

7. SCHEDULE "A" of the Declaration is amended to add the property described on Exhibit "A" below.

8. All other terms and conditions of the DECLARATION shall remain in full force and effect unchanged except as previously amended or as amended by this THIRTEENTH AMENDMENT.

IN WITNESS WHEREOF, THE MUNGO COMPANY, INC., ASCOT COURTYARDS, INC. and ASCOT HOMEOWNERS' ASSOCIATION, INC., have caused this THIRTEENTH AMENDMENT to be executed (by their proper officers and its corporate seal to be affixed thereto where appropriate) on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____
ITS: _____

ASCOT COURTYARDS, INC.

BY : _____
ITS: _____

ASCOT HOMEOWNERS' ASSOCIATION,
INC.

BY : _____
ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named THE MUNGO COMPANY, INC. by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF OCTOBER, 1998.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named ASCOT COURTYARDS, INC. by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF OCTOBER, 1998.

NOTARY PUBLIC FOR SOUTH CAROLINA

WITNESS

MY COMMISSION EXPIRES:

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named ASCOT HOMEOWNERS' ASSOCIATION, INC. by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
_____ DAY OF OCTOBER, 1998.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

FOURTEENTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
98.62

THIS FOURTEENTH AMENDMENT ("FOURTEENTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the 30TH day of OCTOBER, 1998 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said

Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 184, 185, 186, 187, 188, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, and 259 a plat of ASCOT ESTATES PHASE TWO prepared by Belter & Associates, Inc. dated June 11, 1998, last revised July 27, 1998, and recorded in the Office of the R.O.D. for Richland County in Record Book _____ Page _____; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

The following derivations apply to these lots:

Deed from E. ROY HUFFSTETLER, JR. to THE MUNGO COMPANY, INC. dated January 3, 1996, and recorded January 8, 1996 in the Office of the RMC for Richland County in Deed Book D1296, at page 551.

Deed from N. Welch Morrisette, Jr. to THE MUNGO COMPANY, INC. dated March 15, 1996, and recorded March 18, 1996 in the Office of the RMC for Richland County in Deed Book D1306, at page 417.

Deed from MARGARET LORICK STOUDMAYER and GEORGE C. STOUDMAYER to THE MUNGO COMPANY, INC. dated November 8, 1995, and recorded November 9, 1995 in the Office of the R.O.D. for Richland County in Deed Book D1288, at page 110.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the

Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON ASCOT ESTATES PHASE TWO**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this FOURTEENTH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he

with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
30TH DAY OF OCTOBER, 1998.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

FIFTEENTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
99.62

THIS FIFTEENTH AMENDMENT ("FIFTEENTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the ____ day of JANUARY, 1999 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, and 291 on a plat of ASCOT GLEN PHASE ONE prepared by Belter & Associates, Inc. dated July 12, 1998, last revised September 15, 1998, and recorded in the Office of the R.O.D. for Richland County in Record Book _____, at Page _____; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

The following derivations apply to these lots:

Robinson Tract: This is a portion of the property conveyed to THE MUNGO COMPANY, INC. by deed of Donald H. Robinson dated June 24, 1997, and recorded June 25, 1997 in the Office of the R.O.D. for Richland County in Deed Book D1390, at page 856.

Young Tract: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated February 1, 1996, and recorded February 5, 1996 in the Office of the RMC for Richland County in Deed Book D1300, at page 585.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON ASCOT GLEN PHASE ONE**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this FIFTEENTH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF JANUARY, 1999.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

SIXTEENTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
99.62

THIS SIXTEENTH AMENDMENT ("SIXTEENTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the ____ day of OCTOBER, 1999 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "MUNGO", and SOVEREIGN HOMES, LTD., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "SOVEREIGN", :

RECITALS

1. Mungo is the fee simple owner of certain lots more particularly described on Exhibit "A" attached hereto and incorporated by reference which it is developing as a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Sovereign is the fee simple owner of a lot more particularly described on Exhibit "B" attached hereto and incorporated herein by reference which has been developed as a portion of the development contemplated within the DECLARATION previously filed as described above.

3. The Real Property described in Exhibits "A" and "B" has been incorporated into and brought under the Declaration by Fifteenth Amendment dated and recorded January 14, 1999 in Richland County Record Book 270, at page 2822.

4. The DECLARATION provides in ARTICLE IX, Section 5

that the DECLARATION may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two thirds vote of the membership in the Association.

6. Mungo, holding more than two thirds vote of the membership in the Association, and Sovereign, possessing one vote for each lot it owns within Ascot, desire to Amend the DECLARATION according to the terms of this SIXTEENTH AMENDMENT.

WITNESSETH

NOW, THEREFORE, Mungo, with the assent of Sovereign, declares that the DECLARATION is amended as hereinafter set forth.

1. ARTICLE II, is amended to add the following language:

Section 30. Easement of Maintenance. Within the real property described on Exhibit "A" is reserved, and within the real property described on Exhibit "B" is granted, a perpetual, alienable, and reasonable easement of access, ingress, and egress to THE MUNGO COMPANY, INC., its successors and assigns, for the construction, maintenance, and repair of the pond, dam, and drainage facilities located upon such lots. Except with the approval of the Architectural Control Board, no structures, shrubbery or planting shall be permitted on the real property which limits access to the easement by any party entitled to access to the easement, but any permitted structures, shrubbery or planting in the easement that is removed or damaged by the construction, maintenance, and repair of the pond, dam, and drainage facilities shall be reasonably repaired or replaced at the expense of such party. This Easement may be assigned at any time and at the sole discretion of Mungo to ASCOT HOMEOWNERS' ASSOCIATION, INC. (the "Association"), its successors and assigns.

2. ARTICLE VI, is amended to add the following language:

Section 11. Supplemental Assessments for the real property described in Exhibits "A" and "B" (Lots 283, 284, 285, 286, & 287 Ascot Glen Phase One). The Association may assess Owners of Lots within Exhibits "A" and "B" supplemental dues, charges, and assessments for capital improvements and maintenance of the pond,

dam, and drainage facilities located upon such lots. The amount of such supplemental dues, charges, and assessments for capital improvements shall be limited to the sum necessary to maintain pond, dam, and drainage facilities located upon such lots, and the Association shall have all rights of collection and enforcement with respect to this Section as it has for the collection and enforcement of any other provisions of this Declaration.

3. All other terms and conditions of the DECLARATION shall remain in full force and effect unchanged except as previously amended or as amended by this SIXTEENTH AMENDMENT.

IN WITNESS WHEREOF, THE MUNGO COMPANY, INC. and SOVEREIGN HOMES, LTD. have caused this SIXTEENTH AMENDMENT to be executed (by their proper officers and its corporate seal to be affixed thereto where appropriate) on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

SOVEREIGN HOMES, LTD.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named THE MUNGO COMPANY, INC. by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF OCTOBER, 1999.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named SOVEREIGN HOMES, LTD. by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF OCTOBER, 1999.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

EXHIBIT "A"

All those certain pieces, parcels or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 283, 284, 285, and 286 on a plat of ASCOT GLEN PHASE ONE prepared by Belter & Associates, Inc. dated July 12, 1998, last revised March 15, 1999, and recorded in the Office of the R.O.D. for Richland County in Record Book 289, at Page 525; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

DERIVATION: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated February 1, 1996, and recorded February 5, 1996 in the Office of the RMC for Richland County in Deed Book D1300, at page 585.

EXHIBIT "B"

All that certain piece, parcel or lot of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 287 on a plat of ASCOT GLEN PHASE ONE prepared by Belter & Associates, Inc. dated July 12, 1998, last revised March 15, 1999, and recorded in the Office of the R.O.D. for Richland County in Record Book 289, at Page 525; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

DERIVATION: Deed from THE MUNGO COMPANY, INC. to SOVEREIGN HOMES, LTD. dated June 15, 1999, and recorded June 16, 1999 in the Office of the R.O.D. for Richland County in Record Book 316, at page 2681.

SEVENTEETH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
00.27

THIS SEVENTEENTH AMENDMENT ("SEVENTEENTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the ____ day of JUNE, 2000 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the

improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, and 354 on a plat of ASCOT GLEN PHASE TWO prepared by Belter & Associates, Inc. dated December 8, 1999, last revised January 24, 2000, and recorded in the Office of the R.O.D. for Richland County in Record Book 412, at Page 2980; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

The following derivations apply to these lots:

Robinson Tract: This is a portion of the property conveyed to THE MUNGO COMPANY, INC. by deed of Donald H. Robinson dated June 24, 1997, and recorded June 25, 1997 in the Office of the R.O.D. for Richland County in Deed Book D1390, at page 856.

Young Tract: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated February 1, 1996, and recorded February 5, 1996 in the Office of the RMC for Richland County in Deed Book D1300, at page 585.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

IMPOSITION OF DECLARATION ON ASCOT GLEN PHASE TWO

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that

certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this SEVENTEENTH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF JUNE, 2000.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

EIGHTEENTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
00.27

THIS EIGHTEENTH AMENDMENT ("EIGHTEENTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424 ("DECLARATION") is made this the ____ day of JUNE, 2000 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the

improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, and 371 a plat of ASCOT ESTATES PHASE THREE prepared by Belter & Associates, Inc. dated December 10, 1999, last revised April 26, 2000, and recorded in the Office of the R.O.D. for Richland County in Record Book 412, at Page 2982; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

The following derivations apply to these lots:

MORRISETTE TRACT B containing 76.66 acres TMS 4200-4-4, 5, & 6: Deed from N. Welch Morrisette, Jr. to THE MUNGO COMPANY, INC. dated March 15, 1996, and recorded March 18, 1996 in the Office of the RMC for Richland County in Deed Book D1306, at page 417.

STOUEMAYER TRACT: Deed from MARGARET LORICK STOUEMAYER and GEORGE C. STOUEMAYER to THE MUNGO COMPANY, INC. dated November 8, 1995, and recorded November 9, 1995 in the Office of the R.O.D. for Richland County in Deed Book D1288, at page 110.

MARY LORICK TRACT: Deed from THE NORMANDY CO. to THE MUNGO COMPANY, INC. dated April 10, 1996, and recorded April 11, 1996 in the Office of the R.O.D. for Richland County in Record Book D1310, at page 778.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON ASCOT ESTATES PHASE THREE**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this EIGHTEENTH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF JUNE, 2000.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

NINETEENTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
00.27

THIS NINETEENTH AMENDMENT ("NINETEENTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, as amended, ("DECLARATION") is made this the _____ day of OCTOBER, 2000 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 292 and 293; on a plat of ASCOT CIRCLE SUBDIVISION prepared by Belter & Associates, Inc. dated March 25, 1998, last revised September 28, 2000, and recorded in the Office of the R.O.D. for Richland County in Record Book _____ Page _____; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This is a portion of the property heretofore conveyed to the Grantor by Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated February 1, 1996, and recorded February 5, 1996 in the Office of the RMC for Richland County in Deed Book D1300, at page 585.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON LOTS 292 AND 293 ASCOT CIRCLE**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, as amended, and the terms of the said Declaration are incorporated herein by reference as if fully set

forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this NINETEENTH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
_____ DAY OF OCTOBER, 2000.

WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

TWENTIETH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
00.27

THIS TWENTIETH AMENDMENT ("TWENTIETH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, as amended, ("DECLARATION") is made this the 2ND day of JANUARY, 2001 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the

improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, and 342 on a plat of ASCOT RIDGE PHASE ONE prepared by Belter & Associates, Inc. dated January 18, 2000, last revised November 1, 2000, and recorded in the Office of the R.O.D. for Richland County in Record Book _____, at Page _____; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

Subject to easements and restrictions of record and those which an inspection of the property would disclose.

This conveyance is made subject to Declaration of Covenants, Restrictions, Easements Charges, Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424.

DERIVATIONS:

Young Tract: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated February 1, 1996, and recorded February 5, 1996 in the Office of the RMC for Richland County in Deed Book D1300, at page 585.

McLaurin Tract: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated September 19, 1995, and recorded September 19, 1995 in the Office of the RMC for Richland County in Deed Book D1279, at page 797.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the

Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON LOTS 292 AND 293 ASCOT CIRCLE**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, as amended, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this TWENTIETH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
2ND DAY OF JANUARY, 2001.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS

TWENTY FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
01.27

THIS TWENTY FIRST AMENDMENT ("TWENTY FIRST AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, as amended, ("DECLARATION") is made this the ____ day of MARCH, 2001 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the

improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, and 383 on a plat of ASCOT RIDGE PHASE TWO prepared by Belter & Associates, Inc. dated August 30, 2000, last revised January 22, 2001, and recorded in the Office of the R.O.D. for Richland County in Record Book _____, at Page _____; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

DERIVATIONS:

Young Tract: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated February 1, 1996, and recorded February 5, 1996 in the Office of the RMC for Richland County in Deed Book D1300, at page 585.

McLaurin Tract: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated September 19, 1995, and recorded September 19, 1995 in the Office of the RMC for Richland County in Deed Book D1279, at page 797.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON ASCOT RIDGE PHASE 2**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges

and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, as amended, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this TWENTY FIRST AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF MARCH, 2001.

WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

TWENTY SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
02.27

THIS TWENTY SECOND AMENDMENT ("TWENTY SECOND AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, as amended, ("DECLARATION") is made this the 20TH day of MARCH, 2002 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the

improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 384, 385, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, and 531 on a plat of ASCOT RIDGE PHASE THREE prepared by Belter & Associates, Inc. dated January 22, 2002, and recorded in the Office of the R.O.D. for Richland County in Record Book _____, at Page _____; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

DERIVATION: McLaurin Tract: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated September 19, 1995, and recorded September 19, 1995 in the Office of the RMC for Richland County in Deed Book D1279, at page 797.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON ASCOT RIDGE PHASE THREE**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, as amended, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this TWENTY SECOND AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
20TH DAY OF MARCH, 2002.

WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

TWENTY THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
02.27

THIS TWENTY THIRD AMENDMENT ("TWENTY THIRD AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, as amended, ("DECLARATION") is made this the ____ day of AUGUST, 2002 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the

improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 190, 192, 193, 195, 196, 197, 198, 199, 200, 209, 210, 211, 212, 213, and 214 a plat of ASCOT ESTATES PHASE FOUR prepared by Belter & Associates, Inc. dated May 21, 2002, last revised July 29, 2002, and recorded in the Office of the R.O.D. for Richland County in Record Book 689, at Page 3122; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

DERIVATIONS:

STOUDEMAYER TRACT: Deed from MARGARET LORICK STOUDEMAYER and GEORGE C. STOUDEMAYER to THE MUNGO COMPANY, INC. dated November 8, 1995, and recorded November 9, 1995 in the Office of the R.O.D. for Richland County in Deed Book D1288, at page 110.

MARY LORICK TRACT: Deed from THE NORMANDY CO. to THE MUNGO COMPANY, INC. dated April 10, 1996, and recorded April 11, 1996 in the Office of the R.O.D. for Richland County in Record Book D1310, at page 778.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON ASCOT ESTATES PHASE FOUR**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that

certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, as amended, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

IN WITNESS WHEREOF, the Developer, has caused this TWENTY THIRD AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
____ DAY OF AUGUST, 2002.

WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

TWENTY FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
ASCOT
02.27

THIS TWENTY FOURTH AMENDMENT ("TWENTY FOURTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, as amended, ("DECLARATION") is made this the 26 day of SEPTEMBER, 2002 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

All those certain pieces, parcels or lots of land, with the

improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lots 401, 402, 418, 419, 420, 421, 422, 423, 424, 425, 443, 444, 445, 446, and 447 on a plat of COURTYARDS AT ASCOT RIDGE PHASE ONE prepared by Belter & Associates, Inc. dated February 5, 2002, last revised August 11, 2002, and recorded in the Office of the R.O.D. for Richland County in Record Book _____, at Page _____; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

Young Tract: Deed from MICHAEL J. MUNGO to THE MUNGO COMPANY, INC. dated February 1, 1996, and recorded February 5, 1996 in the Office of the RMC for Richland County in Deed Book D1300, at page 585.

5. Mungo, being the Owner of more than two thirds of the Lots in the Development, and holding more than two thirds vote of the membership in the Association, desires to Amend the DECLARATION according to the terms of this TWENTY FOURTH AMENDMENT.

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION
ON COURTYARDS AT ASCOT RIDGE PHASE ONE**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that

certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Ascot dated August 21, 1995, and recorded August 24, 1995 in the Office of the RMC for Richland County in Deed Book D1275, at page 424, as amended, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

AMENDMENTS TO RESTRICTIONS

The following amendments shall apply to all phases of COURTYARDS AT ASCOT RIDGE:

1. ARTICLE II, is amended to add the following language:

Section 28. Easement of Encroachment. Within Courtyards at Ascot Ridge, the Developer reserves unto itself, its successors and assigns, a perpetual, alienable, and reasonable easement and right of ingress and egress, over, upon, and across and under each Lot and Common Area for the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered on any Lot or portion of Common Area adjacent to any Lot upon which improvements have been constructed to a distance of not more than two feet within any boundary of such Lot, as measured from any point on the common boundary between such adjacent Lot or Common Area, as the case may be, along a line perpendicular to such boundary at such point; provided however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association, unless such intentional encroachment has been approved by the Architectural Control Committee prior to construction. Such easement shall be appurtenant to the Lot for which the improvements were constructed, and shall run with the land.

Section 28. Easement of Maintenance. Within Courtyards at Ascot Ridge, a 4.6 foot easement is reserved along the boundary line of each lot, along the boundary line along which the patio wall is to be constructed for the construction, maintenance, and repair of the patio wall and/or dwelling unit on the adjoining lot. No shrubbery or planting shall be permitted in the 4.6 foot easement which limits access to the easement area by any party entitled to access to the easement area, but any permitted shrubbery or planting in the 4.6 foot easement that is removed or

damaged by the adjoining lot owner during the construction, maintenance, and repair of his patio wall, and/or dwelling unit, shall be repaired or replaced at the expense of the said adjoining lot owner causing such damage.

Section 29. Maintenance of Front Yards Within Ascot Courtyards. The Association shall, as a service provided to all Owners of Lots within Courtyards at Ascot Ridge, contract to maintain the front yard of all lots in Courtyards at Ascot Ridge, and such service shall be mandatory. A reasonable easement of access, ingress, and egress for such purposes is hereby granted to the Association.

2. ARTICLE III, Section 3 is amended to add the following language:

All Patio Homes in Courtyards at Ascot Ridge shall have a minimum of 2,500 square feet of enclosed dwelling areas as herein defined.

3. ARTICLE III, is amended to add the following language:

Section 7. Patio Home Defined. Within Courtyards at Ascot Ridge, a Patio Home refers to a single family dwelling unit consisting of one or more courts partially or completely surrounded by enclosed living areas. Dwelling units constructed on Lots must be constructed so as to utilize a patio wall completely enclosing the sides and rear portions of the lot. A patio wall shall be only be made of such materials as shall be approved prior to construction by the Architectural Control Board, but with such approval, it may be the exterior wall of another dwelling. A Dwelling unit shall utilize a portion of the patio wall as one of its exterior walls unless an alternative location of the dwelling is approved pursuant to the applicable provisions herein contained.

Section 8. Placement of Dwelling Homes on Lots Within Courtyards at Ascot Ridge. Set back restrictions affecting the Lots in Courtyards at Ascot Ridge are as follows:

(a) Patio walls shall be built within one foot of the boundary line up to the zero lot line unless otherwise provided for herein; however, such patio wall may not be built beyond the zero lot line. In the event a patio wall is not built on the zero lot line, but is recessed behind the lot line to for any distance, the adjoining neighbor shall have an easement of occupancy over the area between the patio wall and the lot line so that occupancy of the neighbor over the common lot line to the patio wall shall not

be a trespass.

(b) The Patio Home is to be designed to its site. In passing on the acceptability of a Patio Home, the Architectural Control Committee will consider plans submitted in compliance with the Declaration.

4. ARTICLE V, is amended to add the following language:

Section 8. Parking Rights Within Courtyards at Ascot Ridge.

It is anticipated that additional parking spaces will be provided as Common Areas for the sole benefit of Owners of Lots within Courtyards at Ascot Ridge. These parking spaces are for the use of the guests, invitees, and licensees of the Owners of Lots within Ascot Courtyards, and are not to be used by the Lot Owners as additional parking spaces for themselves or other permanent residents of the dwellings of Lot Owners. Violations of use of the parking spaces shall be determined in the sole discretion of the Association, and the Association may levy such fines as may be appropriate, or may deprive the offending Lot Owner of the use of Common Areas for such period of time as the Association, in its discretion, may deem appropriate.

5. ARTICLE VI, is amended to add the following language:

Section 11. Supplemental Assessments for Courtyards at Ascot Ridge. The Association may assess Owners of Lots within Courtyards at Ascot Ridge supplemental dues, charges, and assessments for capital improvements, for the maintenance of Common Areas and services which are restricted to or available to only Owners of Lots within Courtyards at Ascot Ridge. The amount of such supplemental dues, charges, and assessments for capital improvements shall be limited to the sum necessary to maintain such Common Areas and services, and the Association shall have all rights of collection and enforcement with respect to this Section as it has for the collection and enforcement of any other provisions of this Declaration.

IN WITNESS WHEREOF, the Developer, has caused this TWENTY FOURTH AMENDMENT to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

THE MUNGO COMPANY, INC.

BY : _____
ITS: _____

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
26TH DAY OF SEPTEMBER, 2002.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

WITNESS