

Prepared by and return to:

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**ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS**

**THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS ("Assignment")** is entered into and effective as of the 2<sup>nd</sup> day of December, 2011, by and between CRM Mid-Atlantic Properties, LLC, a Georgia limited liability company ("Assignor"), and O'Donnell's Folly, LLC, a Wyoming limited liability company ("Assignee").

**RECITALS**

A. A & P Jericho Developers, LLC, a South Carolina limited liability company ("Original Declarant") entered into, and was the original Declarant under, the Declaration of Covenants and Restrictions for Trinity's Gate Subdivision recorded in Book 6459, Page 43, in the Anderson County, Register of Deeds Office (the "Declaration").

B. Assignor acquired through a foreclosure action against Original Declarant that certain real property (the "Property") more particularly described on Exhibit A, attached hereto and made a part hereof, which Property is subject to the Declaration.

C. Pursuant to a Deed to be recorded immediately after this Assignment, Assignee shall be the fee simple owner of the Property.

D. The Declaration establishes certain rights, obligations, privileges, and powers (the "Declarant's Rights") applicable to the Property, and Assignor desires to permanently assign to Assignee all of the Declarant's Rights to the extent Assignor holds any Declarant's Rights or has the right or power to assign such rights.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) in hand paid and other good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption of Certain Declarant Rights. Assignor does hereby grant, bargain, sell, assign transfer and convey and forever quitclaim the Declarant Rights unto Assignee and its successors and assigns to the extent Assignor holds any such Declarant Rights or has the right or power to

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assign such rights. Assignee hereby assumes the Declarant Rights assigned in this Assignment, if any, from and after the date of this Assignment.

2. Disclaimer of Warranties and Representations. Assignee acknowledges and agrees that Assignor has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of as to, concerning, or with respect to: (a) the Declarant Rights; (b) the identity of the current Declarant under the Declaration; and (c) the right or authority (or lack thereof) of Assignor to transfer any Declarant Rights. Assignee has not relied upon any representation or warranty made by Assignor, any parent, subsidiary, or affiliate thereof, or any of its officers, directors, employees, agents or representatives in entering into this Assignment or in consummating the purchase and sale of the Property, except that Assignor has not previously assigned the rights assigned herein to Assignee.

**TO HAVE AND TO HOLD**, the Declarant Rights, to the extent they are assigned by this Assignment, and all privileges and appurtenances thereto belonging unto Assignee and its successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]





**EXHIBIT A**

All those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Anderson, being shown and designated as Lots 1, 3, 6, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 25, 28, 29, 30, 31, 32, 33, 36, 38, Clubhouse and Detention Pond on that certain plat entitled, "FINAL PLAT TRINITY'S GATE SUBDIVISION PREPARED AT THE REQUEST OF A & P JERICO DEVELOPERS, LLC," by Farmer & Simpson Engineers, Inc., dated September 30, 2004, revised October 21, 2004, and recorded in the ROD Office for Anderson County, South Carolina in Plat Book 1490 at Pages 3 and 4. Reference to said plat being hereby made for a more complete metes and bounds description thereof.

Being the same property conveyed to CRM Mid-Atlantic Properties, LLC, a Georgia limited liability company by deed of Ellis B. Drew, Jr., as Master in Equity for Anderson County dated December 13, 2010 and recorded December 29, 2010 in Deed Book 09877 at Page 00094.

Tax Map #:

<u>Lot</u>	<u>TMS#</u>
1	166-05-01-001
3	166-05-01-003
6	166-05-01-006
9	166-05-01-009
10	166-05-01-010
11	166-05-01-011
12	166-05-01-012
13	166-05-01-013
14	166-05-01-014
17	166-05-01-017
18	166-05-01-018
19	166-05-01-019
20	166-05-01-020
21	166-05-01-021
22	166-05-01-022
25	166-05-01-025
28	166-05-01-028
Clubhouse	166-05-01-029
Detention Pond	166-05-01-030
29	166-05-02-011
30	166-05-02-001
31	166-05-02-010
32	166-05-02-002
33	166-05-02-009
36	166-05-02-004
38	166-05-02-005

110023535 12/05/2011 03:56:51 PM  
 FILED, RECORDED, INDEXED  
 Bk: 10249 Pg: 00296 Pages:005  
 Rec Fee: 11.00 St Fee:  
 Co Fee:  
 REGISTER OF DEEDS, ANDERSON CO, SC  
 Shirley McElhannon

STATE OF SOUTH CAROLINA        )    DECLARATION OF COVENANTS  
   )    AND RESTRICTIONS FOR  
 COUNTY OF ANDERSON            )    TRINITY'S GATE SUBDIVISION

THIS DECLARATION made this 26th day of October, 2004, by A & P JERICHO DEVELOPERS, LLC, a South Carolina Limited Liability Company, hereinafter referred to as "Declarant".

WHEREAS the Declarant is the owner of the Real Property which is the subject of this Declaration and desires to create a residential community in accordance with a uniform plat of development to preserve and maintain property values, to maintain the natural beauty of the Real Property, to guard against construction thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain a harmonious architectural scheme and to create a livable environment, for the benefit of future purchasers of the Real Property; and

WHEREAS the Declarant also deems it desirable in order to accomplish the said purpose to create an Architectural Control Committee to which shall be delegated the powers of administration of some of the aforesaid functions.

NOW, THEREFORE, for and in consideration of the aforesaid considerations, and in further consideration of the mutual covenants, conditions, reservations, servitudes and easements herein created for the benefit of the Declarant, its successors and assigns, and the future owners of the Real Property, the Declarant hereby declares, creates and imposes upon the Real Property the following covenants, restrictions, easements, reservations and servitudes, which are hereby declared covenants running the land, according to the terms hereof, as follows.

ARTICLE I

REAL PROPERTY SUBJECT TO THIS DECLARATION

1.1 **EXISTING PROPERTY.** The Real Property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Covenants and Restrictions (hereinafter referred to as "Covenants") on all the numbered lots, numbered 1- 39 as shown on a plat of Trinity's Gate Subdivision, prepared by David N. Simpson, Surveyor, P.L.S. # 1684, dated 06/00/04 and revised on 10/21/04 and recorded on 10/26/04 in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Slide 1490, pages 3 & 4.

1.2 **ADDITIONS TO EXISTING PROPERTY.** Additional Real Property, including existing subdivisions, may become subject to the Covenants without the approval of any purchaser or transferee of the Declarant by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall automatically extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such supplementary Declaration may contain such

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additions and modifications of these Covenants as may be necessary to reflect the different character of added properties, but in no event shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property as hereinabove described in Paragraph 1.1, without the approval of all property owners, except as hereinafter provided in Articles III, IV, and V.

**1.3 CONFLICT WITH ZONING STATUTES.** In the event of any conflict of the provisions hereof with any zoning ordinances or statutes, or subdivision law or regulation, in effect on the date of recording of these Covenants, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

## ARTICLE II

### USES PERMITTED AND PROHIBITED IN RESIDENTIAL AREA

The uses permitted and prohibited and the terms, conditions and limitations hereinafter set forth in this Article II, Paragraphs 2.1 through 2.42 shall apply to all numbered lots in the subdivision, except where specifically provided to the contrary hereinafter.

**2.1 USE FOR SINGLE FAMILY RESIDENCES.** All lots shall be used exclusively for a single family residence and for residential or domestic purposes connected therewith not specifically prohibited by the terms of these Covenants.

**2.2 BUSINESS PROHIBITED.** No structure at any time situated on the Real Property shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, or manufacturing purposes, or as a professional office, and no billboard or advertising signs of any kind shall be erected or displayed thereon, except such signs as are hereinafter permitted. No part of any structure thereon shall be used for the purposes of renting rooms therein or as a boarding house, motel, hotel, tourist or motor court or for transient accommodations. No duplex residence, garage apartment or apartment house shall be erected on any numbered lot in the subdivision, and no structure at any time thereon shall be converted into a duplex residence, garage or apartment house. The prohibitions contained herein shall not apply to or in any way be construed to apply to the clubhouse and recreational facilities to be construed and maintained in the subdivision by the Declarant or its successor homeowners' association.

**2.3 STREET OBSTRUCTIONS.** No fence, wall, hedge, shrub, bush, tree or other object, natural or artificial, shall be placed or located on any lot if the location of the same will, in the judgment of the Architectural Control Committee (hereinafter referred to as "ACC"), obstruct the vision of any motorist upon any street or avenue shown on the subdivision plat, or otherwise be deemed not in the best interest of the development scheme of the subdivision by the ACC.

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**2.4 SQUARE FOOTAGE MINIMUMS AND HEIGHT RESTRICTIONS.**

No one-story level residence or dwelling shall be constructed on any numbered lot shown on the above referred to plat containing less than 2,800 square feet of floor space, exclusive of porches, screened and unscreened, garages, basements and breezeways. No story and one-half residence and two story residence or split-level shall be constructed on any lot containing less than 3,000 square feet of floor space exclusive of porches, screened and unscreened, garages, basements and breezeways. The square footage minimum herein refers to heated, finished area.

**2.5 CONSTRUCTION MATERIALS.** It is required that at least seventy (70%) of each home built at Trinity's Gate be constructed with brick. Stone, stucco or other materials approved by the Architectural Control Committee (ACC) may comprise the remaining 30% of each home. No aluminum or vinyl siding shall be approved or permitted on any dwelling or improvement of any type in this subdivision for any area other than eaves.

**2.6 FENCES, WALLS, AND HEDGES.** Except for driveways and walkways, no fence, hedge, wall or any other type of permanent structure or Utility Areas, or any part of the same, shall be erected, placed or allowed to remain in the area of any lot lying between the front building Setback Line as shown on the registered Plat or as otherwise established herein and the edge of any street or avenue. Any fence, other than a chain link fence, which does not violate other provisions contained in these Covenants may be erected, placed or allowed in any area not hereinabove expressly prohibited, provided that such fence conforms to the material and design approved in writing by the ACC. Any brick, rock or other type walls to be constructed on any lot must be approved as to location, composition or style thereof by the ACC.

**2.7 HEATING AND AIR CONDITIONING UNITS:** Heating or air conditioning units and related equipment which are placed on the sides or ends of dwellings where visible from any street shall be enclosed by brick or masonry fences on two sides so as not to be visible from the street.

**2.8 CEILING HEIGHT AND ROOF:** Each dwelling shall have a minimum ceiling height of eight (8) feet on the first level, exclusive of basement area. Each dwelling shall have a main roof of at least a 10/12 roof pitch. All others must be approved by the ACC. All roof materials of all dwellings and additions thereto must also be approved by the ACC.

**2.9 GARAGES:** Each dwelling shall have a minimum of a two (2) car garage. No garage may be more than two (2) stories in height, above ground. All such garages constructed on such lots must have installed thereon garage doors approved by the ACC. Each garage must be equipped with an electric garage door opener, which garage door

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shall remain closed when not in use. All garages or storage buildings must be attached to the main dwelling. Except where the topography of any lot otherwise dictates as approved by the ACC, garages shall be located in order that entrances thereto shall not be visible from any street or avenue on which any portion of the lot abuts. In the event dwellings located on a lot cannot strictly comply with this provision, then, in such event, the ACC shall be authorized to otherwise approve, in writing, the location of such garages on such lots. All garages must be finished inside and the materials of the interior walls must be approved by the ACC.

2.10. **LANDSCAPE AND IRRIGATION:** All lots shall be landscaped with a "grass sod" (Bermuda, Zoysia, Centipede, or Fescue, only, unless prior written approval from the ACC is given for other types of grasses) from the front and side yards to the rear corner of dwelling. A combination of "grass sod" and natural areas may be used.

All yards shall be professionally landscaped starting within thirty (30) days from the date the dwelling on the lot is substantially completed or a certificate of occupancy is issued and completed within 6 months. A landscaping design plan is to be submitted to the ACC three (3) months prior to the new home completion for written approval. All lots shall have a "sprinkler" (irrigation system) installed in the front and side yards that will sufficiently water these areas.

Shrubby or hedges must be trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected and so traffic hazards will not be created. All owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property.

Vegetable or ornamental gardens, and sandboxes or other children's play equipment shall be located only in the rear yard of any lot.

2.11 **SWIMMING POOL:** In-ground pools are allowed on a lot, however, the same shall be located only in the rear yard and a minimum of fifteen (15) feet from the side or rear property line. Above ground swimming pools are prohibited. All pools must be surrounded by a fence to prevent entry by children. Fences must be in accordance with other provisions of these Covenants and must be approved by the ACC.

2.12 **MAILBOX:** Mailbox standard size will be determined by the ACC. All mailboxes will be brick enclosed using brick that matches the home. If the exterior of the dwelling is not of brick, then a brick must be submitted to the ACC for their approval. The mailboxes shall be located near the driveway entrance. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed without prior approval of the ACC.

2.13 **DECK/PORCH/PATIO** Any deck/porch/patio shall be of such dimensions and material approved by the ACC.

2.14 **SIGNS:** No sign of any character shall be displayed or placed upon any lot, except "for rent" or "for sale" signs, which signs shall refer only to that particular premises on which displayed, and shall not extend more than four (4) feet above the surface of the ground; signs shall not exceed 24" X 36" in size; sign material must be "wood" or "metal" and professionally painted or printed and enclosed in a frame; and shall be fastened only to a stake in the ground. The ACC may enter upon any lot and summarily remove and destroy any signs which do not meet the provisions of this paragraph; provided, however, that the Declarant, or any person or entity designated by the Declarant, may erect or maintain such commercial and display signs on such lots, temporary dwellings, sales offices, model houses or other structures as Declarant may deem advisable for development purposes, so long as the Declarant continues to own lots in the Subdivision.

2.15 **MAINTENANCE OF LOTS:** Each lot owner and or builder shall keep his/her/its lot and all grasses, weeds and foliage thereon, cut to a reasonable height and otherwise in an orderly condition, and shall keep the dwelling and improvements thereon, if any, in a suitable state of repair. Each numbered lot owner and or builder shall promptly repair any damage caused by any casualty or fire. Vacant lots shall be cut and maintained such that the height of the grasses and weeds does not exceed 8" in height. In the event any lot owner shall fail to maintain his/her/its lot to the standards set forth herein, then the Declarant or Trinity's Gate Homeowners' Association (hereinafter referred to as "TGHA") as Declarant's successor shall have the right to enter upon such lot and perform, or cause to be performed, any work required to remedy the situation. All costs so incurred shall be immediately reimbursed by the lot owner(s) to Declarant or TGHA. In the event such reimbursement does not occur within thirty (30) following demand from Declarant or TGHA, the outstanding sum shall be deemed to be an assessment and processed pursuant to the provisions set forth herein.

2.16 **RUBBISH REMOVAL.** All builders and the owner of each numbered lot, improved or unimproved, shall keep the same free of tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which Lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health, and in a neat and attractive condition. In the event the owner of any numbered lot fails to comply with the terms of this paragraph, the Declarant and/or TGHA, shall have the right (but not the obligation) to go upon such Lot and to cut and remove tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable things and objects therefrom, and to do all other things and perform and furnish any labor necessary or desirable in the judgment of the Declarant or TGHA to maintain the Lot in a neat and attractive condition, all at the expense of the owner of such lot, which expense shall become payable by the owner to the Declarant or TGHA on demand. The failure of an owner of such a lot to reimburse such costs shall subject such

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lot to the imposition of a lien thereon for such expense to be entered in the same manner as assessments as hereinafter provided.

2.17 **INSURANCE.** Any owner of any numbered lot shall, at their own expense, maintain adequate casualty, property, and liability insurance insuring all improvements on his/her/its lot.

2.18 **DETACHED OUT-BUILDINGS.** An additional detached structure such as pool houses, cabanas, or outdoor kitchens may be erected on any lot with the written approval of the ACC. No used building or structures shall be placed or permitted to remain upon the numbered lots of the subdivision without the written approval of the ACC.

2.19 **SETBACK LINES.** No building shall be erected on any lot nearer to the front lot line than the Building Setback lines shown on the recorded plat. The ACC may approve minor deviations from the requirements of this paragraph in the event that strict imposition of the provisions hereof would result in a hardship because of the size or topography of any individual lot, provided that such deviations do not violate County of Anderson ordinance requirements.

2.20 **EASEMENTS.** Easements for the drainage of surface water as shown on the subdivision plat are hereby reserved by the Declarant. Each owner of any property subject to said easements shall keep swales located thereon planted with grass or other ground covers, free and obstructed and in a good state of repair and condition, and shall provide access for the installation of such culverts on such owner's property as may be reasonably required for proper drainage.

2.21 **UTILITY EASEMENT.** The Declarant hereby reserves and is given a perpetual, alienable and releasable easement for the installation of utilities, (including water, electricity telephone, gas, cable TV and sewer lines) over, in and under a five (5') foot strip parallel to, and tangent with, all side lines of any lot, and over, in and under a ten (10') foot strip parallel to and tangent with all rear lot lines of any lots, as well as in and to all easements for water, gas, drainage, electricity and sewage as may be shown on the recorded Subdivision plat and any amendments made thereto. The Declarant shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the subdivision plat, are and shall remain private easements. The side and rear lot line easements herein reserved and granted, in the event any Lot shall be hereafter resubdivided or replatted, as above provided, shall thereafter apply only to a Lot as so resubdivided or replatted instead of applying to the Lot as originally platted, except that no resubdivision or replatting shall affect easements specifically shown on the recorded Plat, except as hereinafter provided.

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2.22 **ACCESS.** There shall be no access from any numbered lot as shown on the subdivision plats on the perimeter of the property thereon shown, except to and from designated streets and roads located exclusively within the boundary or perimeter lines of Trinity's Gate Subdivision as shown on the Subdivision Plat.

2.23 **CONSTRUCTION DELAYS.** The construction of any residence or structure once commenced must be fully completed within one (1) year unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety (90) consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one (1) year, are hereby declared nuisances which may be removed by the Declarant or its successors at the expense of the numbered lot owner to be paid to the Declarant or its successors on demand.

2.24 **PAVED DRIVEWAYS.** Prior to completion of construction of any residence on any numbered lot, the owner of such lot shall install, at such owner's expense, a suitable driveway from the paved portion of the abutting street or avenue of a design, type of material and location approved by the ACC.

2.25 **PICNIC AREAS AND TRASH BURNING.** No picnic areas nor detached outbuildings shall be erected or permitted to remain on any numbered lot prior to the commencement of construction of a permanent residence thereon. No trash, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of a numbered lot after construction of a permanent residence thereon. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any lot except during construction of a permanent residence thereon.

2.26 **TENTS AND SHACKS.** No shed, shack, trailer, tent or other temporary or movable building or structure of any nature or kind shall be erected, placed or permitted to remain on the Real Property; provided, however, that nothing contained herein shall prevent the use of a temporary construction shed during the period of actual construction of a dwelling or other building permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the period of such construction subject to the approval of the ACC.

2.27 **TRAILERS AND VEHICLES.** No trailer or other portion of an unfinished dwelling, garage or any outbuilding of any kind, shall at any time be used as a residence, either temporarily or permanently. No disabled or wrecked vehicle, mobile home or tent shall be placed, erected or permitted to remain on the Real Property nor shall any overnight camping be permitted on any numbered lot. Recreational vehicles such as

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boats, travel trailers, motor homes, golf carts, etc. must be kept at the rear of the lot out of view and maintained in an enclosed area such as a garage or screened area approved by the ACC.

2.28 **FUEL TANKS.** Fuel storage tanks shall be buried below the surface of the ground.

2.29 **NAME AND NUMBER PLATES.** A plate or sign showing the number of the residence and the name of the occupants may be placed on any lot on which a building is located at the option of the numbered lot owner in accordance with the size, location, design and type of materials approved by the ACC.

2.30 **WINDOW AIR CONDITIONING UNITS.** No window air conditioning unit shall be installed on any improvement on a numbered lot.

2.31 **RADIO AND TELEVISION ANTENNAE** Exterior radio or television antennae shall be of a standard type and size and shall be installed in a professional workmanlike manner. No other exterior electronic or electric equipment or devices of any kind shall be installed or permitted to remain on the exterior of any structure located on the Real Property unless the location, size and design thereof shall have been approved in writing by the ACC. Television satellite receivers shall be prohibited if located outside of a residence unless the location and screening thereof has been specifically approved in writing by the ACC.

2.32 **NUISANCES.** No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Real Property, nor shall anything be permitted which may be or become a nuisance, a source of embarrassment, discomfort or annoyance to the neighborhood. All property shown on the subdivision plats is hereby declared to be a wildlife sanctuary and any hunting of any wild birds or animals is hereby prohibited.

2.33 **CONCRETE BLOCKS.** No concrete blocks or concrete bricks shall be used in the construction of any building or structure on any lot which may be visible from the exterior after grading has been completed, unless the design thereof has been approved in writing by the ACC.

2.34 **STREET SIGNS, MAINTENANCE.** Owners of numbered lots agree to permit street signs, provided by the Declarant, to be erected on said lots nearest to the street or intersection of streets. The Declarant shall be responsible for the initial erection of said signs. Thereafter, individual owners of numbered lots of the subdivision, or TGHA, shall be responsible for the maintenance of said signs, and the owners of Lots

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upon which such signs are situated shall be responsible for the maintenance of the area surrounding the signs.

2.35 **SUBDIVISION SIGNS, MAINTENANCE.** The Declarant shall construct subdivision signs at the entrances to the subdivision, and shall landscape the area around said signs. Thereafter, it shall become the responsibility of the individual property owners, or TGHA, to maintain such signs.

2.36 **SUBDIVISION STREET LIGHTS.** Owners of numbered lots agree to permit street lights, to be provided by Declarant, to be erected on lots in the subdivision at the discretion of the Declarant. The Declarant shall be responsible for the initial erection of said street lights. Thereafter, the individual owners of numbered lots of the subdivision, or TGHA, shall be responsible for the maintenance of said street lights, and the lot owners upon which lots said street lights are located shall be responsible for maintaining the area surrounding said streetlights.

2.37 **UNLOADING OF HEAVY EQUIPMENT; DAMAGE TO STREETS AND CURBS.** No builder or owner of a numbered lot will unload heavy equipment on paved streets, and any builder or lot owner damaging any of the streets or curbs in said subdivision will be responsible for the cost of repairing such damage.

2.38 **BOUNDARY PINS.** No property pins shall be removed by numbered lot owners or builders and if said pins are removed it shall be the responsibility and expense of said lot owner or builder to replace same.

2.39 **SUBDIVISION OF EXISTING LOTS.** Lots shall not be resubdivided nor shall lot lines be changed so as to decrease in either width or area any numbered lot as shown on the subdivision plat unless approved in writing by the ACC. One or more lots or parts thereof may be combined to form one single building lot, and in such event, the building line requirements prescribed and the easements reserved herein shall apply to the combined lots as one lot. No lot shall be subdivided without the prior written approval of the ACC and is subject to all applicable zoning laws and regulations.

2.40 **SOIL EROSION.** No builder or number lot owner shall allow disturbed soil to erode and be deposited in or on any streets and/or storm drains of the subdivision. Construction of silt screens shall be required and approved by the ACC and installed prior to any soil disturbance. Any expense incurred by the Declarant or TGHA in cleaning up any such erosion deposits from said streets and storm drains in the subdivision shall be recovered from the owners of numbered lots from whose lot such erosion arose.

2.41 **SEWAGE SYSTEM** Sewage disposal shall be by septic tank approved by the appropriate county or state agencies.

2.42 **MISCELLANEOUS**

a) Provisions must be made by numbered lot owners for off-street parking of their own automobiles and vehicles and those belonging to guests, invitees and other family members, as the parking of such automobiles and vehicles on the street right-of-way for long periods of time during the day or night will not be permitted.

b) No motorcycles, motorbikes, minibuses, go-carts, golf carts or other similar vehicles shall be operated on any lot or on any common area in the subdivision.

c) No fireworks of any kind shall be stored or used on any lot or on the common areas or on any portion of the Subdivision or any public street in the Subdivision.

d) The unpaved area in the road right of way in front of each numbered lot must be maintained by the adjoining lot owner in the same manner as such lot owner maintains such numbered lot.

e) Cloth lines are prohibited.

f) Names or numbers painted or otherwise placed on mailboxes and/or any other house numbers will be positioned in a professional manner, and in accordance with the specifications established and provided by the ACC.

g) The owner of the Real Property which may adjoin or abut a stream in the subdivision shall keep said owner's property trimmed, cut, and properly maintained so as to present a pleasing appearance, maintain the proper contour of the stream and prevent erosion. No trash, garbage, sewage waste water (other than surface water), rubbish, debris, ashes, or other refuse shall be deposited in the stream.

h) All garbage containers shall be placed in an inconspicuous location at the rear of the lot and mounted on a stand, screened from view and kept in a neat manner.

ARTICLE III

APPROVAL OF PLANS AND SPECIFICATIONS

3.1 **ARCHITECTURAL CONTROL COMMITTEE (ACC)**. For the purposes of insuring the development of the Real Property as an area with a pleasing aesthetic appearance, no building, structure, fence, wall, utility area, driveway, swimming pool or other structural improvement, regardless of size or purpose, whether attached to or detached from a main residence, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any additions to, or exterior changes in, or alterations thereto be made unless building plans and specifications covering the same, showing the nature, kind, shape, height, size, floor plans, location, materials to be used and orientation on the Real Property, together with such other information as shall be reasonably required by the ACC, shall have been submitted to and approved in writing by the Architectural Control

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Committee hereby established. Additionally, the ACC shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these Covenants.

Specifically, prior to the commencement of any construction on any numbered lot in the subdivision, each owner of such lot shall submit to the ACC, in duplicate, plans and drawings, which shall have been prepared in a one-eighth (1/8<sup>th</sup>) scale or larger, and which shall contain at a minimum the following:

- a. Floor plans;
- b. Front, rear and side elevations;
- c. The area of heated floor space;
- d. Exterior building material to include manufacturer, color and texture;
- e. Exterior color trim;
- f. Roofing material, color and pitch (which shall be at least 10/12); and
- g. Site plans showing foundations of all structures, walks, driveways, fences and drainage plans.

3.2 **COMMITTEE MEMBERS.** The ACC shall initially be composed of Vernie Anthony and Johnathan Pinson. In the event of the failure or inability for any reason of a member to act, or upon any resignation of a member from the ACC, the vacancy created shall be filled permanently or temporarily, as necessary, by the remaining members of the ACC.

3.3 **SUCCESSORS.** After the sale of the majority of the Real Property in the Subdivision by the Declarant, and after control of TGHA has been transferred by the Declarant to a new Board of Directors comprised of owners of numbered lots as provided herein, the ACC as then constituted shall, upon presentation of a request by the legally constituted homeowners' association resign, and said TGHA shall have the right to designate members of the ACC, and thereafter, the ACC as so designated shall succeed to all the rights, duties and powers set out herein. Provided, however, that such request shall be made in writing, and shall be accompanied by a certified copy of the appropriate governing instrument(s) of such organization and such other documents as will show the authority of the person(s) making the demands to represent the TGHA. Provided, further, that if no such demand is made within one (1) year after the sale of all lots owned by the Declarant in the Subdivision, the ACC shall designate three (3) owner-residents, subject to such owner-residents' consent, who shall then serve with all powers, duties and responsibilities as set out herein. Prior to such time as the duties of the ACC are transferred to the TGHA as provided above, the acting ACC shall be entitled to delegate to such TGHA, or duly appointed committee thereof, any duties reserved herein unto said ACC except approval of construction of new homes.

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**3.4 STANDARDS OF DISAPPROVAL.** The ACC shall have the absolute and exclusive right to refuse to approve any building plan, specification, materials, design, lot grading or landscaping plan of anything or structure which in the opinion of the ACC are not suitable or desirable for any reason whatsoever, including purely aesthetic reasons and reasons connected with the future development plans of the Declarant of contiguous lands. In passing upon such matters the ACC may take into consideration the suitability of proposed materials, the quality of proposed workmanship, harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties.

**3.5 FAILURE TO APPROVE AND DISAPPROVE.** In the event that the ACC fails to approve or disapprove any matters within the scope of its authority within thirty (30) days after same have been submitted to it, or in any event, if no suit to enjoin such matter or thing has been commenced prior to completion or the doing of such matter or thing, such prior approval shall not be required and this Covenant shall be deemed to have been fully complied with and no suit or claim shall thereafter be available to the ACC, to the owner of any Real Property, or the Declarant.

**3.6 APPLICATION TIME.** Applications for approval as required herein shall be made to the ACC or to any member thereof, and the date of receipt of such application shall be the time for the commencement of the running of said thirty (30) days from the date of such submission.

**3.7 LIABILITY.** Neither Declarant, nor any member of the ACC, shall be responsible or liable in any way for any structural defects in any work done according to such plans and specifications approved by the ACC. Further, neither Declarant, nor any member of the ACC shall be liable in damages to anyone submitting plans or specifications for approval under this section, or to the owner of the numbered lot affected by these Covenants by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the ACC for approval agrees, by submission of such plans and specifications, and every owner of any lot agrees, that he or she or it will not bring any action or suit against the Declarant, or any member of the ACC to recover for any such damage.

#### ARTICLE IV

#### WAIVER OF SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS ON LOTS

The ACC hereinabove constituted under the terms of these Covenants is hereby authorized and fully empowered by unanimous vote of all of its members to waive compliance with, approve or ratify in the construction or alteration of any building or

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other structure upon the Real Property, or in the use, and failure to use, any of the Real Property the subject hereof, any and all minor violations of any of the requirements set forth in these Covenants, if, in the opinion of all of the members of said ACC, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved, and provided that such waivers do not violate any County of Anderson Ordinance. The waiver, approval or ratification by the ACC in accordance with the terms of this paragraph shall be binding upon all persons or entities, and the powers of waiver herein conferred upon the ACC shall be construed liberally so as to affect any matters or things included within the terms and conditions of these Covenants.

#### ARTICLE V

##### AMENDMENTS AND MODIFICATIONS TO COVENANTS

5.1 **RESERVATION.** The Declarant reserves and shall have the right to amend these Covenants for the purpose of resolving any ambiguity in, or any inconsistency between the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of these Covenants herein contained.

5.2 **ADDITIONAL COVENANTS.** No owner of any numbered lot, without the prior written approval of the Declarant, may impose additional covenants or restrictions on any part of the Real Property shown on the Plat of Trinity's Gate Subdivision referred to above.

#### ARTICLE VI

##### TERMS AND ENFORCEABILITY

6.1 **ENFORCEMENT.** If the Declarant or its successors and assigns or grantees thereof shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any Real Property situated in Trinity's Gate Subdivision, as shown on the Subdivision Plat, or the TGHA referred to herein, to prosecute any proceedings at law or in equity against the person or persons or entity or entities violating or attempting to violate any of such covenants, either to prevent such violator from so doing, or to recover damages and other dues for such violation. Invalidation of any one or more of these Covenants by a judgment or Court Order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

6.2 **LOAN REQUIREMENTS.** If any of these Covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Veterans Administration or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any Lot in said subdivision unacceptable for any such loan, the Declarant shall have the authority to alter, amend or annul any such

Covenants as may be necessary to make any of the Real Property herein acceptable and eligible for such loan.

6.3 **TERM OF COVENANTS.** These Covenants as altered, annulled and amended from time to time as provided for herein, unless released or waived as herein provided, shall be deemed covenants running with the land and shall remain in full force and effect twenty-five (25) years from the date of the execution of these Covenants and, thereafter, these Covenants shall be automatically extended for successive periods of twenty-five (25) years unless a written agreement executed by a majority of the then owners of the Real Property shown on the subdivision plat shall be recorded in the Office of the Register of Deeds of Anderson County, South Carolina, in which written agreement any of the Covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the Real Property then subject hereto, in the manner and to the extent provided in such written agreement.

## ARTICLE VII DEFINITIONS

The following words when used in these Covenants or in any Supplemental Declaration shall have the following meanings unless the context in which such terms are used shall clearly indicate to the contrary, to-wit:

7.1 **REAL PROPERTY.** "Real Property" shall refer to the numbered lots in such existing land, tenements, real estate, real properties, and future additions thereto, if any, the subject of these Covenants.

7.2 **LOT.** "Lot" shall mean and refer to any numbered plot of land shown on any recorded subdivision plat which is intended for use and occupancy as a single-family dwelling and as further defined in Paragraph 7.1 above.

7.3 **PLAT.** The term "Plat" shall mean and refer to the recorded plats of Trinity's Gate Subdivision made by David N. Simpson, P.L.S. # 1684, in accordance with the date, slide and page of recording in the Register of Deeds Office for Anderson County, South Carolina, as set forth in Paragraph 1.1 above, as well as any further subdivision plats of lots in Trinity's Gate Subdivision.

7.4 **DECLARANT.** The term "Declarant" shall mean and refer to A&P Jericho Developers, LLC, the present owner and developer of Trinity's Gate Subdivision, or any successors or assigns thereof in the development of the Real Property.

7.5 **TRINITY'S GATE HOMEOWNERS' ASSOCIATION.** The term "TGHA" shall mean and refer to the Homeowners Association, which shall be known as the Trinity's Gate Homeowners' Association.

7.6 **COVENANTS.** The term "Covenants" shall mean and refer to the within Declaration of Covenants and Restrictions applicable to Trinity's Gate Subdivision as now or hereafter amended, modified, and extended to include additional properties.

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7.7 **ARCHITECTURAL CONTROL COMMITTEE.** The term "ACC" shall mean and refer to the Architectural Control Committee.

ARTICLE VIII  
LIMITATION OF LIABILITY

Conflicting language hereinabove to the contrary notwithstanding, any property owner may rely on the decision of the ACC, and such numbered lot owner as may act in conformance with the decision(s) of the ACC affecting his/her/its property, made upon his/her/its request to the ACC as prescribed herein, shall be presumed to be in conformity with these Covenants unless such decision shall have been procured upon a willful misstatement of fact. Decisions of the Declarant and/or the ACC, including Supplemental Declarations of Covenants, shall also be presumed to be in conformity with these Covenants and its scheme and design.

ARTICLE IX  
RECREATIONAL FACILITIES, COMMON AREAS  
AND MAINTENANCE CHARGES

9.1. The Declarant may build, at its expense, a club house, a swimming pool and related facilities, picnic area and off street parking on the areas designated as "Clubhouse" as shown on the aforementioned subdivision plat.

9.2. The Declarant will form a not-for-profit corporation to be known as "Trinity's Gate Homeowners' Association, Inc." referred to herein as "TGHA", which will co-own and operate any recreational facilities and common areas of the Trinity's Gate Subdivision. The Declarant will initially exercise full control over the affairs and activities of the Association until such time as the Declarant shall decide to transfer control to the numbered lot owners in the subdivision, which transfer of control may occur, at the sole discretion of Declarant, prior to the sale of all lots in the subdivision by the Declarant, at which time control of the TGHA may be transferred to a new Board of Directors to be elected by the numbered lot owners in the subdivision. The new Board of Directors will, at the time of transfer of control of such Homeowners' Association from Declarant, accept possession of all facilities of the Association in their then condition. The owner of every lot located in the subdivision known as Trinity's Gate, including all phases of the existing and future development of land now owned or which may hereafter be acquired by the Declarant, which the Declarant may elect to include as a part of Trinity's Gate Subdivision, shall be entitled to membership in the TGHA and to the use and enjoyment of the recreational facilities owned thereby, upon complying with the rules and regulations concerning the use and enjoyment thereof and the covenants and restrictions of said subdivision. The owners, other than the Declarant, of lots in said subdivision will be entitled to make use of the aforementioned recreational facilities of the subdivision by paying the annual or special assessments hereafter in force and effect as provided herein. During the time the Declarant continues to maintain and exercise

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control over the activities of the TGHA it reserves the right to sell memberships to persons or entities other than lot owners in Trinity's Gate Subdivision, for the use of such clubhouse, swimming pool and related facilities upon such terms and provisions as it may decide to require. When the Declarant elects to divest itself of control and authority for the operation of the Association, as provided herein, a new Board of Directors of such the TGHA shall be formed by election from among the property owners of the subdivision. The membership of the TGHA will consist of the owners of numbered lots in Trinity's Gate Subdivision according to the recorded plats in connection therewith. There shall be one (1) vote for each lot whether owned singularly or as a tenant in common and regardless of the number of lots used to create one residence, except as hereinafter provided. The Declarant shall be entitled at all times in connection with such "Trinity's Gate Homeowner's Association, Inc." to have two (2) votes for each lot it continues to own in the subdivision.

At such time as the Declarant determines that it will divest itself of control of such Association, as provided herein, it will cause an election to be held by the above referred to lot owners entitled to vote for a new Board of Directors of the TGHA to be formed. Thereafter, the TGHA shall be operated in accordance with its Bylaws by its new Board of Directors and members who shall consist of lot owners in Trinity's Gate Subdivision. Voting rights, as well as rights to use the recreational facilities, shall be subject to the Bylaws of the TGHA. Membership in the Homeowner's Association and recreational facilities shall be appurtenant to and may not be separated from ownership of the property which is subject to assessments as hereinafter provided. An owner of up to two (2) numbered lots in the subdivision, other than the Declarant, which lots shall be contiguous to one another, shall be entitled to only one (1) vote as aforesaid and shall be assessed the herein referred to Association fees on only one (1) lot during their ownership thereof. Owners, other than the Declarant of two (2) or more lots not contiguous with one another shall be entitled to one (1) vote per lot and shall be assessed the herein referred to TGHA fees on each lot so owned, except as may be otherwise provided herein.

9.3. All numbered lots on the recorded plat of Trinity's Gate Subdivision shall be subject to an annual maintenance charge or assessment which shall be hereby established at an initial rate of Four Hundred Fifty (\$450.00) Dollars per year, based upon a calendar year, except as otherwise provided in section 9.2. The first full annual assessment in the amount of Four Hundred Fifty (\$450.00) Dollars shall be due and payable in advance on the January 1<sup>st</sup> next following the date of closing of or purchase of a lot in such subdivision and thereafter shall be due and payable in advance on each and every succeeding January 1<sup>st</sup>. When a Grantee of a lot in the subdivision obtained from the Declarant takes title to a lot in the subdivision such Grantee shall pay unto the Declarant, or the TGHA if then in existence, a proportional share of the annual assessment then in effect for that calendar year, to be calculated from the date of closing of such sale to the end of such calendar year, such amount be due and collected at such closing. Special assessments may be determined necessary from time to time by the Declarant, or the TGHA when established, to cover expenses in excess of the proceeds derived from the annual assessment referred to above. The initial annual assessment established herein

shall remain effective in such amount for a period of one (1) year after the date this instrument is executed. Thereafter, the annual assessment amount shall remain the same until it is increased, decreased or discontinued, as from time to time may be determined by the Declarant, or the TGHA when established. Any special assessment found necessary to carry out the purposes of these covenants by the Declarant, or the TGHA when established, shall be due and payable when invoiced to the lot owners. The amount so paid by the lot owners shall be administered by the Declarant, and thereafter by the TGHA when formed, and may be used for the functions hereinafter set forth, and it is expressly stipulated that the Declarant or the TGHA has the power to perform any and all said functions but that they are under no duty to perform or discontinue to perform at any time any of the functions, to wit:

- a. For the payment of the necessary expenses for the operation of the TGHA; and,
- b. For improving, cleaning and maintaining the common areas in the subdivision including any retention ponds which may be deeded by the Declarant to the TGHA; and,
- c. For the maintenance and improvement of any recreational facilities constructed by the Declarant; and,
- d. For caring for vacant and unattended and, if any, within the subdivision, removing grass and weeds therefrom and doing any other thing necessary and desirable in the opinion of the Declarant, or the Officers of the TGHA, for keeping such property neat and in good order for the general benefit of the property owners in said subdivision; and,
- e. For payment of expenses incidental to maintaining street lights, any entrance lighting and subdivision signs; and,
- f. For any expense incident to the enforcement of these protective covenants and restrictions; and,
- g. For such other purposes as in the opinion of the Declarant, or the Officers of the TGHA, may be necessary for the general benefit of the property owners in the subdivision including, but not limited to, procurement of a Premises Liability Insurance policy for the common areas and recreational areas of the subdivision.

9.4. The annual and special assessments referred to hereinabove shall constitute a lien upon all lots or portion of lots owned in the subdivision. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the legal rate of interest provided by the Statute Laws of the State of South Carolina on Judgments. The acceptance hereafter of a deed by a Grantee to a lot in the subdivision shall be construed to be a covenant by the Grantee to abide by the provisions hereof and to pay said assessments, which assessments shall run with the land and be binding upon said Grantee, the Grantee's successors, heirs and assigns, forever. No person or entity may waive or otherwise escape liability for such assessments hereunder by virtue of alleged non-use of the common areas and facilities of the TGHA or abandonment of property in the subdivision.

9.5. Once established and when operated by the lot owners in the subdivision, the TGHA shall have the right to suspend the voting rights and rights to use the common areas and recreational facilities of a lot owner for any period in which any assessment on such lot owner's property remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association rules and regulations. In addition, the TGHA shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by this instrument. In the event of non-payment of any assessment as set forth herein by any lot owner in the subdivision the TGHA may bring action at law for judgment against the owner of such lot personally obligated to pay the same and/or foreclose a lien against such a lot in the same manner that a real estate mortgage is foreclosed, and interest, costs and reasonable attorney's fees shall be added to the amount of such assessment to be collected from such lot owner. Until such Association is formed, the Declarant shall have the rights reserved unto the TGHA as aforesaid. The lien of the Declarant, or Association when formed, against a lot in the subdivision must be established by, and shall be effective from the time of filing of a Notice of Lis Pendens in the Register of Deeds Office for Anderson County. Failure by the Declarant, the Association, or any lot owner, to enforce any covenant or restriction or lien herein contained shall in no event be deemed a waiver of the right to do so.

9.6. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or lien of any laborers, contractors, or material men furnishing labor and materials in connection with the construction of improvements located on any lot in the subdivision, unless prior to the filing thereof a Notice of Lis Pendens has been filed by the Declarant or Association foreclosure due to non-payment of such assessments. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens had been filed by the Declarant or Association to enforce the collection of any assessment charges that shall become payable after the acquisition of title by a subsequent bonafide purchaser for value.

9.7. The annual or special assessments provided herein to be levied by the Declarant, or the TGHA when formed, shall not apply to any lot so long as it is wholly owned or partially owned by A & P Jericho Developers, LLC. Further, in this regard, in the event a lot in the subdivision is sold to a licensed builder for construction of a dwelling for resale thereby, then, in such event, such builder shall have a grace period during such builder's ownership, up to one (1) year after such builder's execution of a contract to purchase such lot from the Declarant, before being required to commence payment of such assessments.

9.8. The agent or employees of the Declarant, or the TGHA when formed, shall be hereby authorized to enter upon any lot for the carrying out of any function set forth above.

9.9. The Declarant specifically reserves the right to have access to and make use of any and all common areas and recreational areas and facilities of the subdivision, to include club house and swimming pool, so long as the Declarant continues to own lots in Trinity's Gate Subdivision and to extend the right to make use thereof to prospective purchasers of lots in said subdivision from said Declarant.

## ARTICLE X

### APPROVAL OF THE GENERAL CONTRACTOR/HOME BUILDER

10.1 All General Contractors or Home Builders who propose to construct on a lot in this subdivision must be approved by the ACC in writing before the commencement of any construction on any numbered lot. The ACC will maintain a list of all General Contractors and Home Builders that have been approved by the ACC to build improvements on numbered lots in Trinity's Gate Subdivision. The ACC shall provide unto any owner of a lot in the subdivision a copy of such list of approved General Contractors/Home Builders, upon request of said lot owner.

10.2 **STANDARDS OF APPLICATION FOR APPROVAL.** If a General Contractor or Home Builder is not on the ACC's approved list, that General Contractor or Home Builder must provide at least three (3) references to the ACC and also allow the ACC to inspect a house that was built by the General Contractor or Home Builder, prior to the ACC considering placing such General Contractor/Home Builder on its approved list.

10.3 **STANDARDS FOR DISAPPROVAL.** The ACC shall have the absolute and exclusive right to refuse to approve any General Contractor or Home Builder for any reason deemed appropriate by the ACC.

10.4 **APPLICATION TIME.** Applications for approval of General Contractors/Home Builders as required herein shall be made in writing to the ACC or to any member thereof, and the date of receipt of such application shall be the time for the commencement of the running of a thirty (30) day period from the date of such submission of such written application which the ACC shall make a decision of whether or not to approve such application and add it to its approved list. Failure by the ACC to act upon such approval within such time period shall be deemed a rejection of such approval by the ACC.



10.5 **LIABILITY.** Neither Declarant nor any member of the ACC shall be liable for damages to anyone applying for approval under this section, or to the owner of the numbered lot affected by these Covenants, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such General Contractor or Home Builder. Every person who submits an application to be on the approved list of General Contractors or Home Builders in Trinity's Gate Subdivision agrees that he or she or it will not bring any action or suit against the Declarant, or any member of the ACC to recover for any such damage or to seek an injunction or other court order in connection with such approval process.

IN WITNESS WHEREOF, the undersigned Declarant of Trinity's Gate Subdivision, has caused this Declaration of Covenants and Restrictions to be executed this date and year first above written.

IN THE PRESENCE OF:

A & P Jericho Developers LLC, A South Carolina Limited Liability Company, Declarant

B. J. O'Neil  
WITNESS

BY: Vernie L. Anthony  
Vernie L. Anthony, Member

Bob Miller  
WITNESS

B. J. O'Neil  
WITNESS

BY: Jonathan Pinson  
Jonathan Pinson, Member

Bob Miller  
WITNESS

VJ JP

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF ANDERSON )

PERSONALLY appeared before me the undersigned witness, who after being duly sworn, states that (s)he saw the within named A & P Jericho Developers, LLC, by its duly authorized agent and acting Members, sign, seal and as its act and deed deliver the within written Declaration of Covenants and Restrictions for Trinity's Gate Subdivision, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 3rd  
Day of November, 2004.

Beth M. Hunt

B. J. P. Oth

Notary Public for South Carolina  
My Commission Expires 4/5/10

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REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon

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