

Prepared by and made to:

HOMESTEAD LAND & TIMBER COMPANY
6831 Fairview Road, Suite D
Charlotte, North Carolina 28210

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STATE OF SOUTH CAROLINA

COUNTY OF YORK

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR VANDER LAKES, SECTION 1

WITNESSETH:

WHEREAS, Vivian Kelly Yelvington, herein called the (the "Declarant"), filed Declaration of Covenants for Vander Lakes, Section 1 dated July 2, 1997 and recorded July 17, 1997 in Book 1913, Page 91 York County Public Registry (the "Restrictions"), and now wish to amend and restate the Restrictions to supercede and replace the Declaration of Covenants, except as otherwise noted herein.

WHEREAS, Vivian Kelly Yelvington, Declarant is the fee simple owner of certain real property located in York County, South Carolina, and desires to establish on a portion thereof a community consisting of residential dwellings to be known as Vander Lakes, Section 1 (hereinafter called "Vander Lakes") and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Vander Lakes.

WHEREAS, Declarant desires to insure the attractiveness of Vander Lakes and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Vander Lakes and to provide for the maintenance and upkeep of all common areas in Vander Lakes. To this end the Declarant desires to subject the real property described herein, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant further desires to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the common area in Vander Lakes, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges

hereinafter created in order to efficiently preserve, protect and enhance the values and amenities in Vander Lakes to insure the residents' enjoyment of the specific rights, privileges and easements in the common area, and to provide for the maintenance and upkeep of the common area.

" NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property described on the map of Vander Lakes recorded in Map Book A-239, Page 3, York County Public Registry and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the "Restrictions") is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, said Restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

RESTRICTIONS AND REQUIREMENTS

1. No tract shall be occupied or used except for single-family residential purposes. Only one residence is permitted on any tract.

2. Each residential dwelling shall contain a minimum of 2,500 square feet of heated, enclosed living area, exclusive of patios, porches, garages and basements(finished or unfinished). Each two-story dwelling shall contain a minimum of 1,200 square feet of enclosed, heated living area on the first (main entry level) floor. The dwelling must contain an attached two-car garage on the first floor with the garage sufficient in size for at least two (2) conventional size automobiles and have the garage doors facing away from any streets. Once construction of a dwelling has commenced, the exterior thereof, including finished siding material shall be completed within six (6) months thereafter."

3. No building shall be constructed nearer than fifteen (15) feet to any side property line nor any nearer than fifty (50) feet to the front property line, except Tract 10 which front line setback is thirty-five (35) feet to the front property line, nor any nearer than fifty (50) feet to the rear property line. The Declarant reserves the right to grant minor variances to the set back lines if in its sole opinion the variance is warranted due to undue hardships

because of special circumstances attributed to the specific tract.

4. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority unless public sewage becomes available in the Subdivision.

5. No walls or fences, except split rail fences not higher than five (5) feet, shall be permitted between the front wall of a dwelling and the street it faces.

6. No modular home, mobile home, house trailer, garage, or the basement of a contemplated permanent dwelling shall be occupied as a residence, either on a permanent or temporary basis. No house or used building can be moved onto any tract except doghouses, storage/tool sheds, children playhouses or other such structures not to be occupied as part of the residential unit. All used buildings must be approved by the Architectural Review Committee unless hidden from view of the street or neighbors by approved screening material.

The terms "modular home" and "mobile home" are defined as follows:

Modular Home. A dwelling unit constructed in accordance with the standards set forth in The South Carolina State Building Code and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.

Mobile Home. A dwelling unit that: (i) is not constructed in accordance with the standards set forth in The South Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

7. At least ninety percent (90%) of the exterior construction material for residences shall be brick, stone or stucco or a combination of them. Up to 10% of the exterior construction material for residences may be painted or stained wood or vinyl material. Any

auxiliary building shall have exterior construction material consisting of wood, vinyl, brick, stone or stucco or a combination of them. If wood, vinyl, or hardboard material is used, it shall consist of individual boards each of which shall be no wider than twelve inches. All concrete block above ground level must be covered in brick, stone, or stucco in order to completely hide the concrete block and any mortar seams. All chimneys must be made of brick, stone or stucco material. Roof pitch shall be a minimum ratio of 8:12, except that screen porches, sun rooms and similar ancillary rooms may have a roof pitch of 3:12. All driveways must have a concrete wearing surface. Prior to completion of a residence, the Owner shall install at his expense a driveway with a concrete wearing surface from the paved portion of the abutting road extending into the tract a minimum of 125 feet, but not farther than the garage.

All mailboxes are to be uniform in size and color as determined by Declarant. The description will be provided to the tract owner prior to the closing of the tract purchase. Tract owner will be responsible for all costs associated with the purchase and installation of the mailbox and support system.

8. No animals or livestock of any description, except the usual household pets, are permitted on any tract. The household pets must not become a nuisance to the neighborhood as a result of the number of animals, the noise created, trespass on to other tracts, odor, or any other factor deemed to be a nuisance.

9. Any partially completed structures or improvements for which construction activity has ceased for 90 consecutive days, and the debris or remains of any structure damaged by wind, fire or other causes, shall constitute a nuisance and may be removed by the Declarant or the Association if the owner of the tract fails to abate such nuisance within 30 days after written notice thereof is given. All costs expended by the Declarant or the Association shall be paid by the owner and shall constitute a lien upon the tract until paid in full together with interest thereon at the rate of 8% per annum.

10. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract.

11. No noxious, offensive or illegal activities shall be carried on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood. No hunting shall be allowed on any of the property covered hereby, either by owners or their guests.

12. No oil or natural gas drilling, refining, quarrying, mining or timbering operations of any kind shall be permitted upon or in any tract and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.

13. All tracts, except tracts owned by Declarant, whether improved or unimproved, shall be kept free of tall grass, undergrowth, dead trees or limbs which are a danger to abutting property or roads, weeds, trash, debris and rubble and shall be maintained in a neat and attractive condition and in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health or safety of other residents. In the event the owner, or his contractor or agent, fails to comply with the terms of this provision, the Declarant or the Association shall have the right (but not the obligation) to enter upon such tract after the owner has been notified in writing of the violation and no curative action has been taken within 30 days after such notice, or the curative action has started but has not been pursued diligently, in order to effect compliance with this provision. All expenses incurred by the Declarant or the Association shall be paid by the owner of the tract upon billing from the party incurring the expense. Declarant may require the use of trash containers during any construction activity on a tract in order to maintain a clean and sightly condition during the construction period.

14. Any satellite reception disk or device larger than 24" in diameter, swimming pool (no above ground pool allowed) or outbuilding shall be screened from view by adjoining tracts and the streets by means of landscaping or attractive screening material. Any satellite reception disk or device smaller than 24" must be located to the rear side of the roof or in the rear yard.

15. No tractor-trailer rigs (as a unit or individual components thereof) or buses shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to the tract. Any RV unit, boat, trailer, or camper trailer must be parked so as to be screened from its neighbors view or the street.

16. No tract may be subdivided by any owner subsequent to the Declarant; provided that Declarant may amend or modify any existing plat and thereby relocate the property lines of any tract which is owned by Declarant.

17. The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, a twenty (20) foot strip along the margin of each road right of way and a ten (10) foot strip along each other property line for the purpose of constructing, installing, maintaining, repairing and operating utility lines, poles, mains and facilities, and water drainage.

18. Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property shall not be obligated to extend these restrictions to such property, but may impose such restrictions as Declarant chooses.

19. These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto until July 1, 2007 and shall continue for successive periods of ten (10) years thereafter unless amended or terminated as provided below. These restrictions may at any time and from time to time be modified or amended by written instrument signed by the owners of at least two-thirds of the tracts subject hereto at the time thereof.

20. There is reserved an easement for access, ingress and egress in favor of owners of tracts in Vander Lakes and in favor of their invitees, over and across the road rights of way as the same are shown on the Plat entitled "Vander Lakes, Section 1" and duly recorded in the county office for York County.

21. Each property owner is held fully responsible for the acts of their agents, contractors, and subcontractors. Any damage to a street (includes mud, concrete, debris) shown on the Plat or to the shoulders or curbing of the street, or to the flow of drainage water along the said street, caused by driveway connections or traffic to and from a tract, shall be repaired at the expense of the owner of such tract.

22. Except for marketing signs used by Declarant and the sign marking the entrance to Vander Lakes, the only sign permitted on any Tract is one sign, no larger than four (4) square feet, bearing the name or names of a property owner or property address within Vander Lakes Subdivision and which is placed within twenty (20) feet of a driveway entrance; provided, that one small sign such as is used in

the ordinary course of effecting residential sales transactions may be placed by realtors or by owners within twenty (20) feet of a driveway to advertise a tract for sale.

23. All driveway pipe installed in ditches which are in the road right of way shall be constructed of reinforced concrete pipe with a diameter that meets York County standards (in no case less than 15" diameter). All improvements constructed in the road right of way (road right of way typically extends beyond rear slope of roadside ditch) must meet York County standards. Declarant will notify owner of any violations and owner will have five (5) days to correct said violation. If owner fails to correct said violation Declarant shall have the right (but not the obligation) to remove, replace or repair any improvement placed in a road right of way owned by Declarant or York County which does not meet York County standards and any associated cost or loss of value shall be the responsibility of owner.

24. Except as otherwise specifically provided, the owner of each tract in Vander Lakes by acceptance of a deed therefore by virtue of such ownership shall become a member of the Vander Lakes Property Owners Association, Inc. (the "Association") upon its formation and each owner of a tract is deemed to covenant and agree to, and shall pay to the Association, an annual assessment to pay for the cost of maintaining and repairing the Common Areas, as hereinafter defined, within the Vander Lakes Subdivision. Each owner of a tract subject to this assessment obligation, including owners of tracts in subsequent sections or phases of Vander Lakes who are subject to these restrictions by amendment or supplemental filings, shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor.

The assessments and charges created herein shall constitute a continuing lien upon each tract and, if not paid within thirty (30) days after the due date thereof, shall bear interest at the rate of ten percent (10%) per annum until paid. The lien may be enforced as by law allowed. The lien created herein is specifically subordinated to the lien of any valid first mortgage upon any tract in the subdivision. The property owners shall have the right to promulgate rules and regulations concerning the use of the Common Areas. Each person acquiring title to a tract binds himself, his heirs, and assigns to be members of the Association should it be formed pursuant to these restrictions and conditions, and further binds and obligates

himself, his heirs, and assigns to pay the assessment to the Association once it has been levied by the Association. The obligations imposed by this paragraph shall exist whether or not the Association has been formed as of the date these restrictions are recorded or as of the date any tract is sold, if at any time that these restrictions are in effect the Association is formed as a non-profit corporation, the principal purpose of which is to maintain the Common Areas.

The "Common Area" as used in these restrictions shall include (a) one or more signs identifying Vander Lakes, (b) any landscaping or lighting associated with any Common Area (c) street lighting and (d) any other land, improvement, facility or amenity which Declarant or the Association may construct on property subject to these restrictions and designated by Declarant as Common Area.

25. Declarant or ten (10) or more of the individual property owners (one of which may be Declarant) subject to these restrictions and conditions may form the Association at any time after Declarant has sold and conveyed 75% or more of the tracts to which these restrictions apply. The Association, once formed, shall have the right to enforce the restrictions and conditions contained in this Declaration and the assessment provided in paragraph 23 above. The Association shall be organized under the laws of the State of South Carolina, and each property owner shall automatically become a member of the Association once it is formed, with full voting rights. The owner of each tract shall be entitled to cast one vote (which may not be fractionalized) with respect to any matter brought before the members of the Association for action. Owners of more than one tract shall be entitled to cast one vote for each tract owned. The officers and directors of the Association shall be property owners (or employees of a corporate property owner) and all fees set by the Association for maintenance shall be set by the directors of the Association. The initial directors shall be elected by the members at the first meeting or appointed by Declarant.

26. If any person shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations. . .

27. Zoning ordinances, restrictions and regulations of York

County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provisions of these restrictions and such ordinances, restrictions or regulations, the more restrictive shall apply. The invalidation or unenforceability of any provision of these covenants by judgements or other order of any court shall in no way affect any of the other provisions, and such other provisions and covenants shall remain in full force and effect.

28. No building (house, outbuilding, etc.) shall be located or constructed on any tract within ten (10) feet from the boundary of any onsite debris disposal areas, noted "bury sites" on the recorded map of Vander Lakes, Section 1 referred to herein.

29. There are certain tracts in Section 1 that abut ponds which use is restricted as follows:

A. With respect to Tracts 53, 54, 55, and 56 there is a pond situated on a portion of each of these tracts, and there may be constructed a dam and spillway. The pond, the dam, the spillway, and all appurtenances thereto are not common properties for the use and benefit of all tract owners in Vander Lakes. The pond and its appurtenances shall be for the sole use and benefit of the owners of Tracts 53, 54, 55, and 56 and the owners of the property abutting the pond which is not in the Section 1 Property. A portion of this land is located in Section 1 of Vander Lakes and it is anticipated that a portion of the other land will be developed by Declarant as a part of a future section of Vander Lakes and that it will be made subject to the Restrictions. A portion of the land abutting the pond is owned by Tim C. Crago and wife, Tammy L. Crago (herein "Crago") which property is described in Deed Book 1450 at Page 182 (herein "Crago Property"). Crago wishes to impose the covenants, conditions and restrictions contained in paragraphs 29.A. and 30.A. of these Restrictions, but no other, upon the Crago Property, and therefore, Crago joins in the execution of these Restrictions, including specifically the declaration statement immediately preceding paragraph 1, solely for the purpose of imposing the covenants, conditions and restrictions contained in paragraph 29.A. and 30.A. of the Restrictions upon the Crago Property. All of the rights, obligations, responsibilities, and privileges with respect to the pond, the dam, and the spillway are for the owners of Tracts 53, 54, 55, and 56 and the owners of the portion of the other abutting land,

and their respective heirs and assigns.

[Note: The foregoing paragraph 29.A. has not been modified by this Amended and Restated Declaration, and accordingly, the signature of Tim C. Crago and wife, Tammy L. Crago is not necessary. The rights, privileges, obligations and liabilities of Crago shall remain in effect as contained in the original Restrictions.]

B. With respect to Tracts 7, 8, and 9, there is a pond situated on a portion of each of these tracts, and there may be constructed a dam and spillway. The pond, the dam, the spillway, and all appurtenances thereto are not common properties for the use and benefit of all tract owners in Vander Lakes. The pond and its appurtenances shall be for the sole use and benefit of the owners of Tracts 7, 8, and 9 and the owners of the property abutting the pond which is not in the Section 1 Property. It is anticipated that this other land will be developed by Declarant as a part of a future section of Vander Lakes and that it will be made subject to the Restrictions. All of the rights, obligations, responsibilities, and privileges with respect to the pond, the dam, and the spillway are for the owners of Tracts 7, 8, and 9, and the owners of the other abutting land, and their respective heirs and assigns.

30. The use of the ponds for the tracts that are adjacent to the ponds as noted in paragraph 29 are subject to the following rules and regulations:

A. The owners of tracts 53, 54, 55, and 56, and the Crago Property agree to be bound as follows: (except that subparagraphs (ii), (v), and (vi) shall apply only at such time hereafter as the following terms, conditions and restrictions are imposed on all of the property abutting the pond):

(i) Swimming is prohibited in the pond;

(ii) The property owners abutting the pond shall have the joint obligation with respect to the repair and maintenance of the pond, dam, and spillway except that Crago shall have no obligation for any such repairs or maintenance. Such owners shall also have the duties and responsibilities with regard to any decisions affecting the water level of the pond, the use and repair of the flow-

through pipe, the construction of docks or piers, and any and all other decisions relating to the pond. Decisions shall be made by a 75% majority vote of these tract owners, with each tract owner having one vote. Any decision approved by a 75% majority of the tract owners shall be binding on all tract owners with respect to these matters;

(iii) Each owner of a tract abutting the pond shall take such precautionary and preventive measures as may be necessary to insure that no erosion or sedimentation into the pond occurs as a consequence of construction or other land disturbing activities conducted on such tract;

(iv) No gasoline, steam or diesel-powered crafts shall be permitted on the pond. Only water craft powered by wind, hand, foot pedal or electric motors shall be permitted on the pond. No tract shall be used to provide access to the lake for any gasoline, steam or diesel-powered craft;

(v) With respect to any decisions made in accordance with the preceding paragraphs, any cost or expenditure authorized or approved by the requisite 75% majority vote

shall be apportioned equally to each of the property owners (excluding Crago) based upon the number of tracts abutting the pond;

(vi) Each of the property owners abutting the pond shall have an easement to exercise the full rights to use the pond for fishing, boating, and recreational purposes, and shall have all riparian rights provided by law, as to the full extent of the geographical boundaries of the pond, except as otherwise limited herein;

(vii) None of the abutting property owners shall permit or allow any activity on the pond which would constitute a nuisance or which would interfere with the peaceful enjoyment by the other property owners abutting the pond;

(viii) The Declarant does not guarantee any particular water level of the pond, and the owners of tracts 53, 54,

55, and 56, and the Crago Property specifically acknowledge that no water level has been guaranteed to them by the Declarant;

(ix) Once Declarant no longer owns any of the tracts upon which the pond is located, the owners of such tracts acknowledge that Declarant shall have no further responsibility with regard to the use, maintenance, operation, or any matter whatsoever affecting the pond, the dam and the spillway, and each owner agrees that he will indemnify and hold the Declarant harmless from any loss or damages arising from his use and operation of the pond, the dam, the spillway, and the related accessories.

B. The owners of tracts 7, 8, and 9 agree to be bound as follows (except that subparagraphs (ii), (v), and (vi) shall apply only at such time hereafter as the following terms, conditions and restrictions are imposed on all of the property abutting the pond):

(i) Swimming is prohibited in the pond;

(ii) The property owners abutting the pond shall have the joint obligation with respect to the repair and maintenance of the pond, dam, and spillway. Such owners shall also have the duties and responsibilities with regard to any decisions affecting the water level of the pond, the use and repair of the flow-through pipe, the construction of docks or piers, and any and all other decisions relating to the pond. Decisions shall be made by a 75% majority vote of these tract owners, with each tract owner having one vote. Any decision approved by a 75% majority of the tract owners shall be binding on all tract owners with respect to these matters;

(iii) Each owner of a tract abutting the pond shall take such precautionary and preventive measures as may be necessary to insure that no erosion or sedimentation into the pond occurs as a consequence of construction or other land disturbing activities conducted on such tract;

(iv) No gasoline, steam or diesel-powered crafts shall be permitted on the pond. Only water craft powered by wind, hand, foot pedal or electric motors shall be

permitted on the pond. No tract shall be used to provide access to the lake for any gasoline, steam or diesel-powered craft;

(v) With respect to any decisions made in accordance with the preceding paragraphs, any cost or expenditure authorized or approved by the requisite 75% majority vote shall be apportioned equally to each of the property owners based upon the number of tracts abutting the pond;

(vi) Each of the property owners abutting the pond shall have an easement to exercise the full rights to use the pond for fishing, boating, and recreational purposes, and shall have all riparian rights provided by law, as to the full extent of the geographical boundaries of the pond, except as otherwise limited herein;

(vii) None of the abutting property owners shall permit or allow any activity on the pond which would constitute a nuisance or which would interfere with the peaceful enjoyment by the other property owners abutting the pond;

(viii) The Declarant does not guarantee any particular water level of the pond, and the owners of Tracts 7, 8, and 9 specifically acknowledge that no water level has been guaranteed to them by the Declarant;

(ix) Once Declarant no longer owns any of the tracts upon which the pond is located, the owners of such tracts acknowledge that Declarant shall have no further responsibility with regard to the use, maintenance, operation, or any matter whatsoever affecting the pond, the dam and the spillway, and each owner agrees that he will indemnify and hold the Declarant harmless from any loss or damages arising from his use and operation of the pond, the dam, the spillway, and the related accessories.

31. No construction, reconstruction, remodeling or alteration of, or addition to, any building, improvement, device or structure of any kind, including, in addition to the residential structure and its appurtenant structures, all walls, fences, front porches, outbuildings, and drives shall be commenced without the prior written approval of the Declarant as to the proposed site location, plans and

specifications of such building, improvement, device or structure. The enumeration of items above is made for clarification and example and is not intended to be, and shall not be construed to be, a limitation to the buildings, improvements, devices or structures controlled by this provision.

" There shall be submitted to the Declarant two (2) complete sets of the final plans and specifications for proposed improvements, the erection or alteration of which is desired, and no structures or improvements shall be erected, altered, placed, or maintained upon or connected to any lot unless and until final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other regulated structure proposed to be constructed, altered, placed or maintained, together with specifications for the proposed construction material, color schemes for roofs and exteriors thereof and proposed grading and landscaping as provided in the Architectural Guidelines.

The Declarant shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. In the event the Declarant fails to approve or disapprove such plans and specifications within thirty (30) days, approval will not be required and the requirements of this Section will be deemed to have been fulfilled. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the persons submitting them and the other copy thereof shall be retained by the Declarant for its permanent files. THE DECLARANT SHALL HAVE THE RIGHT TO CHARGE A REASONABLE FEE IN AN AMOUNT NOT TO EXCEED \$50.00 FOR RECEIVING EACH APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS. DECLARANT RESERVES THE RIGHT TO INCREASE THE FEE IN ORDER TO PAY FOR PROFESSIONAL ASSISTANCE SHOULD THE NEED ARISE.

At such time as the Declarant elects to transfer to the Association the architectural review responsibilities, the Association's Board of Directors shall appoint a standing committee of the Board, to be called the Architectural Review Committee, which shall initially consist of three (3) members to be appointed from among the Association's members. Upon its appointment, the Committee shall assume from the Declarant all authority to review and approve plans, specifications, and details as otherwise provided herein. The initial Committee shall serve for a term of two (2) years, after which the committeemen shall be appointed by the Association's Board of Directors, pursuant to its Bylaws, and shall serve for a term of

one (1) year; provided further that the number of committeemen may be increased from three (3) to five (5) by a resolution of the Association's Board of Directors.

The Declarant shall establish written architectural and aesthetic criteria ("Architectural Guidelines") to be used in reviewing all plans, specifications, and details submitted for approval, and copies of such criteria may be obtained upon request from the Committee. Such written criteria shall be subject to revision or amendment by the Committee at all times; provided, however, that no amendment to or change in such criteria shall become effective until committed to writing and approved by the Committee in the same manner as the previously controlling criteria; and that no amendment or change in such criteria shall have retroactive application.

The purpose of the architectural review provisions set forth herein is to protect the value of all real property subject to this Declaration and to promote the interests, welfare, and rights of all development property owners. Decisions of the Declarant or Architectural Review Committee approving or disapproving of plans and specifications shall be based on criteria it establishes for the Development, consistently applied, but such decisions shall be final and not subject to review or appeal.

32. Homestead Land & Timber Company ("Homestead"), as Developer of the property pursuant to that certain Development Agreement dated December 20, 1996, a Memorandum of which is recorded in Book 1731 at Page 2, York County Public Registry, is hereby granted the authority to exercise all the rights and privileges of Declarant hereunder on Declarant's behalf. Any person dealing with Homestead may rely upon its authority to act on behalf of and bind the Declarant with respect to any matter or thing required or permitted to be done or performed by Declarant herein.

IN WITNESS WHEREOF the Declarant has caused this Declaration to be signed this 25th day of November, 1997.

OWNER:

Luille S. French
Witness

By: Vivian Kelly Yelvington
Vivian Kelly Yelvington

Jennifer Berfield
Witness

Drewa McCann
Witness

Perry S. Rayner
Witness

HOMESTEAD LAND & TIMBER COMPANY

By: Chuck Dixon
Chuck Dixon
Executive Vice President

STATE OF SOUTH CAROLINA

COUNTY OF York

PERSONALLY appeared before me the undersigned witness and made oath that he saw the within named Vivian Kelly Yelvington sign, seal and, as their act and deed, deliver the within written document for the uses and purposes therein mentioned, and that she, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 25th
day of Nov, 1997.

Luella S. French
Witness

Carol D. French
Notary Public
My commission expires: 7-23-07

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

PERSONALLY appeared before me the undersigned witness and made oath that She saw the within named Chuck Dixon sign, seal and, as their act and deed, deliver the within written document for the uses and purposes therein mentioned, and that She, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 25th
day of November, 1997.

Debra McCain
Witness

Perry S. Rayner
Notary Public
My Commission Expires: 7-19-99

prepared by: Richard J. Kline
mail to: Post Office Box 1508
Davidson, North Carolina 28036

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DAVIDSON, N.C.

STATE OF SOUTH CAROLINA
YORK COUNTY

FIRST SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR VANDER LAKES SUBDIVISION
(SECTION 2)

THIS FIRST SUPPLEMENTAL DECLARATION is made this 21 day of July, 1998
by VIVIAN KELLY YELVINGTON, herein called "Declarant",

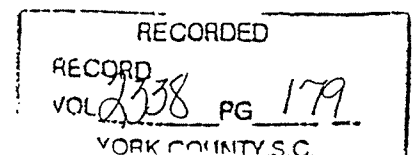
WITNESSETH

WHEREAS, Declarant has filed an Amended and Restated Declaration of Covenants and Restrictions for VANDER LAKES, Section 1 (the "Restrictions") dated November 25, 1997, recorded February 21, 1998 in Volume 2144 at Page 3, York County Clerk of Court's Office, the "Restrictions".

WHEREAS, Declarant had intended to extend the application of said Restrictions to additional tracts and common areas as sections of the Vander Lakes Subdivision were developed and ready for sale and to that end Declarant reserved the right to subject additional tracts and common areas to the terms of the Restrictions.

WHEREAS, Declarant now wishes to extend the application of the Restrictions to the tracts and common areas contained in Section 2 of the Vander Lakes Subdivision as shown on maps thereof filed in Map Book A-384 at Pages 7 and 8 York County Public Registry (the "Property").

NOW THEREFORE, Declarant hereby declares that all of the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters set forth in the Restrictions, which are incorporated herein by this reference, as modified herein.



1. With respect to Tracts 9, 10, 58, 59, 60 and 61 in Section 2 of Vander Lakes there is a pond situated on a portion of each of these tracts, and there may be constructed a dam and spillway. The pond, the dam, the spillway, and all appurtenances thereto, are not common properties for the use and benefit of all tract owners in Vander Lakes. The pond and its appurtenances shall be for the sole use and benefit of the owners of Tracts 9, 10, 58, 59, 60 and 61 in Section 1 of Vander Lakes and the owners of Tracts 7 and 8 in Section 1 of Vander Lakes. All of the rights, obligations, responsibilities, and privileges with respect to the pond, the dam, and the spillway are for the owners of Tracts 7 and 8 in Section 1 and Tracts 9, 10, 58, 59, 60 and 61 in Section 2 and their respective heirs and assigns.

The use of the pond is subject to the following rules and regulations applicable to the owners (including their families, guests and invitees) of Tracts 9, 10, 58, 59, 60 and 61 in Section 2 of Vander Lakes (which with Tracts 7 and 8 in Section 1 of Vander Lakes constitute all of the property abutting the pond):

(i) Swimming is prohibited in the pond;

(ii) The property owners abutting the pond shall have the joint obligation with respect to the repair and maintenance of the pond, dam, and spillway. Such owners shall also have the duties and responsibilities with regard to any decisions affecting the water level of the pond, the use and repair of the flow-through pipe, the construction of docks or piers, and any and all other decisions relating to the pond. Decisions shall be made by a 75% majority vote of all the tract owners identified herein and in the Restrictions which abut this pond, with each tract owner having one vote. Any decisions approved by a 75% majority of the tract owners shall be binding on all tract owners with respect to these matters.

(iii) Each owner of a tract abutting the pond shall take such precautionary and preventive measures as may be necessary to insure that no erosion or sedimentation into the pond occurs as a consequence of construction or other land disturbing activities conducted on such tract;

(iv) No gasoline, steam or diesel-powered crafts shall be permitted on the pond. Only water craft powered by wind, hand, foot pedal or electric motors shall be permitted on the pond. No tract shall be used to provide access to the lake for any gasoline, steam or diesel-powered craft;

(v) With respect to any decisions made in accordance with the preceding paragraphs, any cost or expenditure authorized or approved by the requisite 75% majority vote shall be apportioned equally to each of the property owners based upon the number of tracts abutting the pond;

(vi) Each of the property owners abutting the pond shall have an easement to exercise the full rights to use the pond for fishing, boating, and recreational purposes, and shall have all riparian rights provided by law, as to the full extent of the geographical boundaries of the pond, except as otherwise limited herein;

(vii) None of the abutting property owners shall permit or allow any activity on the pond which would constitute a nuisance or which would interfere with the peaceful enjoyment by the other property owners abutting the pond;

(viii) The Declarant does not guarantee any particular water level on the pond, and the owners of tracts 9, 10, 58, 59, 60 and 61 in Section 2 of Vander Lakes specifically acknowledge that no water level has been guaranteed to them by the Declarant;

(ix) Once Declarant no longer owns any of the tracts upon which the pond is located, the owners of such tracts acknowledge that Declarant shall have no further responsibility with regard to the use, maintenance, operation, or any matter whatsoever affecting the pond, the dam or the spillway, and each owner agrees that he will indemnify and hold the Declarant harmless from any loss or damages arising from his use and operation of the pond, the dam, the spillway, and the related accessories.

2. With respect to Tracts 32 through 44, inclusive, in Section 2 of Vander Lakes there is a pond situated on a portion of each of these tracts, and there may be constructed a dam and spillway. The pond, the dam, the spillway, and all appurtenances thereto, are not common properties for the use and benefit of all tract owners in Vander Lakes. The pond and its appurtenances shall be for the sole use and benefit of the owners of Tracts 32 through 44 in Section 2 of Vander Lakes. All of the rights, obligations, responsibilities, and privileges with respect to the pond, the dam, and the spillway are for the owners of Tracts 32 through 44 in Section 2 and their respective heirs and assigns.

The use of the pond is subject to the following rules and regulations applicable to the owners (including their families, guests and invitees) of Tracts 32 through 44 in Section 2 of Vander Lakes:

(I) Swimming is prohibited in the pond;

(ii) The property owners abutting the pond shall have the joint obligation with respect to the repair and maintenance of the pond, dam, and spillway. Such owners shall also have the duties and responsibilities with regard to any decisions affecting the water level of the pond, the use and repair of the flow-through pipe, the construction of docks or piers, and any and all other decisions relating to the pond. Decisions shall be made by a 75% majority vote of the referenced tract owners, with each tract owner having one vote. Any decisions approved by a 75% majority of the tract owners shall be binding on all tract owners with respect to these matters.

(iii) Each owner of a tract abutting the pond shall take such precautionary and preventive measures as may be necessary to insure that no erosion or sedimentation into the pond occurs as a consequence of construction or other land disturbing activities conducted on such tract;

(iv) No gasoline, steam or diesel-powered crafts shall be permitted on the pond. Only water craft powered by wind, hand, foot pedal or electric motors shall be permitted on the pond. No tract shall be used to provide access to the lake for any gasoline, steam or diesel-powered craft;

(v) With respect to any decisions made in accordance with the preceding paragraphs, any cost or expenditure authorized or approved by the requisite 75% majority vote shall be apportioned equally to each of the property owners based upon the number of tracts abutting the pond;

(vi) Each of the property owners abutting the pond shall have an easement to exercise the full rights to use the pond for fishing, boating, and recreational purposes, and shall have all riparian rights provided by law, as to the full extent of the geographical boundaries of the pond, except as otherwise limited herein;

(vii) None of the abutting property owners shall permit or allow any activity on the pond which would constitute a nuisance or which would interfere with the peaceful enjoyment by the other property owners abutting the pond;

(viii) The Declarant does not guarantee any particular water level on the pond, and the owners of tracts 32 through 44 in Section 2 of Vander Lakes specifically acknowledge that no water level has been guaranteed to them by the Declarant;

(ix) Once Declarant no longer owns any of the tracts upon which the pond is located, the owners of such tracts acknowledge that Declarant shall have no further responsibility with regard to the use, maintenance, operation, or any matter whatsoever affecting the pond, the dam or the spillway, and each owner agrees that he will indemnify and hold the Declarant harmless from any loss or damages arising from his use and operation of the pond, the dam, the spillway, and the related accessories.

3. With respect to Tract 51 in Section 2 of Vander Lakes there is a pond situated on a portion of this tract, and there may be constructed a dam and spillway. The pond, the dam, the spillway, and all appurtenances thereto, are not common properties for the use and benefit of all tract owners in Vander Lakes. The pond and its appurtenances shall be for the sole use and benefit of the owner of Tract 51 in Section 2 and the owners of Tracts 53, 54, 55 and 56 in Section 1 of Vander Lakes and the owner of the Crago Property. All of the rights, obligations, responsibilities, and privileges with respect to the pond, the dam, and the spillway are for the owners of Tracts 53, 54, 55 and 56 in Section 1, the Crago Property and Tract 51 in Section 2 and their respective heirs and assigns.

The use of the pond is subject to the following rules and regulations applicable to the owners (including their families, guests and invitees) of Tract 51 in Section 2 of Vander Lakes (which with Tracts 53, 54, 55 and 56 in Section 1 of Vander Lakes and the Crago Property constitutes all of the property abutting the pond):

(I) Swimming is prohibited in the pond;

(ii) The property owners abutting the pond shall have the joint obligation with respect to the repair and maintenance of the pond, dam, and spillway. Such owners shall also have the duties and responsibilities with regard to any decisions affecting the water level of the pond, the use and repair of the flow-through pipe, the construction of docks or piers, and any and all other decisions relating to the pond. Decisions shall be made by a 75% majority vote of all the tract owners identified herein and in the Restrictions which abut this pond, with each tract owner having one vote. Any decisions approved by a 75% majority of the tract owners shall be binding on all tract owners with respect to these matters.

(iii) Each owner of a tract abutting the pond shall take such precautionary and preventive measures as may be necessary to insure that no erosion or sedimentation into the pond occurs as a consequence of construction or other land disturbing activities conducted on such tract;

(iv) No gasoline, steam or diesel-powered crafts shall be permitted on the pond. Only water craft powered by wind, hand, foot pedal or electric motors shall be permitted on the pond. No tract shall be used to provide access to the lake for any gasoline, steam or diesel-powered craft;

(v) With respect to any decisions made in accordance with the preceding paragraphs, any cost or expenditure authorized or approved by the requisite 75% majority vote shall be apportioned equally to each of the property owners based upon the number of tracts abutting the pond;

(vi) Each of the property owners abutting the pond shall have an easement to exercise the full rights to use the pond for fishing, boating, and recreational purposes, and shall have all riparian rights provided by law, as to the full extent of the geographical boundaries of the pond, except as otherwise limited herein;

(vii) None of the abutting property owners shall permit or allow any activity on the pond which would constitute a nuisance or which would interfere with the peaceful enjoyment by the other property owners abutting the pond;

(viii) The Declarant does not guarantee any particular water level on the pond, and the owner of Tract 51 in Section 2 of Vander Lakes specifically acknowledges that no water level has been guaranteed to him by the Declarant;

(ix) Once Declarant no longer owns any of the tracts upon which the pond is located, the owners of such tracts acknowledge that Declarant shall have no further responsibility with regard to the use, maintenance, operation, or any matter whatsoever affecting the pond, the dam or the spillway, and each owner agrees that he will indemnify and hold the Declarant harmless from any loss or damages

arising from his use and operation of the pond, the dam, the spillway, and the related accessories.

This Supplemental Declaration shall be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, and which shall inure to the benefit of each owner thereof. Every party acquiring any Tract or portion thereof or Common Area in the Property, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such Tract or Common Area, shall accept such deed or contract subject to each and all of the covenants, restrictions and agreements contained within the Restrictions and this Supplemental Declaration of Covenants and Restrictions and also subject to the jurisdiction, rights and powers of the Declarant, the Vander Lakes Property Owner's Association, Inc. (the "Association") and their successors and assigns. Each grantee of any Tract or Common Area by accepting the deed or contract thereto, shall for himself, his heirs, administrators, successors and assigns, covenant, consent and agree to and with the Declarant, the Association and the grantees and owners of each of the Tracts and Common Areas within the subdivision to keep, observe, comply with and perform said Restrictions and agreements and this Supplemental Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, Declarant has caused this instrument to be duly executed the day and year first above appearing.

Margaret S. Lucas
Witness

Lucille A. Roden
Witness

Vivian Kelly Velvinton
Vivian Kelly Velvinton

HOMESTEAD LAND & TIMBER COMPANY

Doreen McCain
Witness

James O. Foy
Witness

By: Chuck Dixon
Chuck Dixon
Executive Vice President

STATE OF SOUTH CAROLINA

YORK

COUNTY

PERSONALLY appeared before me the undersigned witness and made oath that she saw the within named Vivian Kelly Yelvington sign, seal and, as her act and deed, deliver the within written document for the uses and purposes therein mentioned, and that she, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 28th
day of July, 1998.

Lucille A. Linder
Notary Public for South Carolina

My commission expires: Aug. 30, 2000

Margaret S. Lucas
Witness

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

PERSONALLY appeared before me the undersigned witness and made oath that he saw the within named Chuck Dixon sign, seal and, as their act and deed, deliver the within written document for the uses and purposes therein mentioned, and that he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 22nd
day of July, 1998

Deanne A. Owensby
Notary Public
My Commission Expires: 9/16/2000

Deana McCain
Witness