STATE OF SOUTH CAROLINA	)	**DECLARATIONS OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF COUNTY OF LEXINGTON, SOUTH CAROLINA KNOWN AS CHAPIN BUSINESS & TECHNOLOGY PARK AT BRIGHTON**
	)	
COUNTY OF LEXINGTON	)	

WHEREAS, County of Lexington, South Carolina, a governmental entity organized and existing under the laws of the State of South Carolina (hereinafter sometimes referred to as "County"), has purchased the below-described property for purposes of developing an industrial/commercial park; and

WHEREAS, the County desires to make certain covenants and restrictions on the subject property described herein so as to have an orderly development of the industrial/commercial property;

NOW, THEREFORE, Lexington County does hereby declare that the special covenants and restrictions contained herein shall be the covenants running with the land and shall apply to all the property as described below;

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CHAPIN BUSINESS & TECHNOLOGY PARK AT BRIGHTON

Article 1

Introduction

1.1 Lexington County, South Carolina, hereinafter referred to as **"Developer"**, is the owner of certain real property in the County of Lexington, State of South Carolina, described herein and above, which is a county industrial park herein referred to as the **"Property"**.

1.2 In order to establish an orderly, general use plan for the improvement and development of the Property, the Developer desires to adopt certain conditions, covenants, easements and restrictions upon all the Property which shall be held, improved, transferred and conveyed.

Article 2

General Provisions

2.1 The Developer hereby declares that the Property is now held and shall hereafter be held, transferred, sold, leased, subleased, conveyed and occupied subject to the restrictive covenants, conditions and easements herein set forth, each and all of which shall be to the benefit of and pass with each parcel of the Property and shall apply to and bind the owners thereof and their respective heirs, assigns and successors.

2.2 The Property is subject to the covenants, conditions, restrictions and easements hereby declared to insure proper use and appropriate development and improvement of each Building Site to:

a. Protect the Owners (as defined herein) against such improper use of surrounding Building Sites as would depreciate the value of their property;

b. Guard against the erection on Building Sites of structures built of improper or unsuitable materials;

c. Ensure adequate and reasonable development of the Property;

d. Prevent haphazard and inharmonious improvements on appropriate Building Sites;

e. Secure proper setbacks from streets, and adequate opens spaces between structures; and

f. Provide adequately for a high-quality type of improvement on the Property.

2.3 Every entity who now or hereafter owns or acquires any rights, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to and assumed every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such entity acquired an interest in the Property. All restrictions, conditions, covenants and agreements contained herein are made:

a. For the direct, mutual and reciprocal benefit of each and every part and parcel of the Property;

b. To create a mutual, equitable servitude upon each Building Site;

c. To create reciprocal rights and obligations between the respective Owners and all Building Sites; and

d. To the Owner of each Building Site, its heirs, successors and assigns, operate

as covenants running with the land, for the benefit of the rest of the Property.

2.4 Definitions

A. **"Building Site"** shall mean any contiguous parcel of land composed of a portion of the Property which is shown on any recorded plat of all or a portion of the Property, and which is suitable for construction and Improvements.

B. **"Common Areas"** means and refers to those areas of the Property which are not Building Sites. Common areas include, but are not limited to, parks, median strips, drainage areas, private rights-of-way and easements, ponds, common storm water management facilities, utility easements, beautification easements, dams, sign location areas and sign located areas therein, and street lighting.

C. **"Common Expenses"** shall mean those expenses that will be shared by all the Owners and identified or suggested by this plan.

D. **"Declaration"** means this Declaration of Covenants, Conditions, Restrictions and Easements for the Chapin Business & Technology Park at Brighton as the same may be amended or modified from time to time as provided herein.

E. **"Developer"** shall mean Lexington County, South Carolina. Any decision made by the Developer hereunder may be made by Lexington County Council. A document executed by Lexington County Council shall be conclusive evidence of a decision by the Developer, shall be legally binding on the Developer and the Original Owner, and the Owner of a Building Site shall be entitled to rely on such document.

F. **"Improvements"** shall mean any and all structures, betterments, construction and/or made or placed upon any Building Site, or any portion thereof, and shall include, without limitation, all changes in site topography, lighting fixtures, communications equipment, underground utilities, all buildings, outbuildings, roofed structures, parking areas, roads, loading docks, loading areas, fences, wall hedges, landscaping, mass plantings, poles, signs, monuments, sculptures, driveways, ponds, lanes, pools, lawns, drives, trees and shrubs, picnic facilities, recreation facilities and any structure of any type or kind.

G. **"Owner"** shall mean any party and its successors, assigns, heirs and legal representatives owning a record fee simple interest or any leasehold interest in and to any Building Site or portion thereof; provided however, the term "Owner" shall not include any person or entity having an interest merely as security for the repayment of indebtedness or the performance of an obligation. To the extent that either the Developer meets the criteria for ownership set forth herein, it shall be deemed an Owner hereunder in addition to possession of the rights, powers, privileges, obligations and duties hereby specifically imposed upon and granted to them as the Developer.

Article 3

Regulation of Improvements

3.1 **Approval of Plans and Specifications.** No improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications therefore have been approved in writing by the Developer, as provided in **Part 5,** hereof, or which when constructed do not conform to the requirements set forth herein, except as otherwise provided herein.

3.2 **Pre-Construction Meeting.** Prior to the commencement of construction on any Building Site including site grading, a pre-construction meeting shall be conducted. The meeting shall include the Developer and its representatives, the Owner or the Owner's representative and the contractor including the site grading contractor.

3.3 **Construction Vehicular Traffic.** For the purpose of coordinating construction traffic on the Property during construction, the Developer shall have the right to control construction traffic on the Property during construction as well as access to a Building Site; provided, however, Developer shall at no times deny an Owner access to the materials, equipment, personnel and other personal property.

3.4 **Completion of Construction.** After commencement of construction of any Improvement on any Building Site, the Owner shall diligently prosecute the work to the end that the Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion. All improvements shall be completed within one (1) year after approval of plans by the Developer. In the event the extent of the improvements require more than one (1) year, the Developer may extend the construction period in six (6) month increments upon formal request of the Owner. During construction, the Owner shall cause the Building Site to remain in reasonably neat and orderly condition, shall prevent the accumulation of trash, and shall prevent runoff surface water and soil from the Building Site onto adjacent property or streets. If, at the end of the above stated one year period, construction of any Improvement is not being diligently pursued by the Owner, then the Developer shall have the option to proceed with such construction and any cost incurred by the Developer relative to such construction shall be paid by the Owner and shall constitute a lien on the Building Site and Improvement until paid and may be collected by the Developer together with all costs of collection from the nonpaying Owner by appropriate legal action. Any such lien shall be subordinate to any first mortgage lien on the affected Building Site.

3.5 **Excavation.** No excavation shall be made on any Building Site except in connection with construction of improvements thereon and except in connection with storm water management systems. Upon completion of construction of improvements on the Building Site exposed openings shall be backfilled and disturbed ground shall be smoothly graded and landscaped.

3.6 **Storm Drainage**. All storm drainage on a Building Site shall meet and comply with all applicable county, state, and federal laws and regulations governing storm water drainage. Each Owner shall at all times manage and maintain all drainage facilities within its Building Site in a safe, clean, orderly, neat and operable condition. All Building Sites are subject to all applicable county, state and federal laws and regulations regarding storm water drainage which may be more stringent than this Declaration.

3.7 **Landscaping.** All Building Sites shall be landscaped to promote compatible and substantially continuous landscape treatment throughout the Property, to provide for a neat and well maintained appearance in areas not covered by buildings or parking, to minimize adverse visual and environmental impact on large surface areas, to promote the quality image of the Property, and to safeguard and enhance property values.

Plans and specifications for landscaping shall be submitted to the Developer for review prior to installation. Such plans should indicate the type of sodding, the type of seeding, type of trees to include, the location, size, type and height of each planting. Such plans should reflect and take into account any landscaping which exists on the Property, including, but not limited to, existing trees, if any, on the Building Site. Such plans shall, at a minimum, comply with all planning and zoning ordinances and requirements of building authorities of Lexington County.

The area of any Building Site and the area between the Building Site property line and street curb line or ditch shall be landscaped by the Owner of such Building Site, except for areas covered by buildings, paved areas and sidewalks. Beautification easements, if located within the Building Site, shall be maintained by the Owner to provide a visual barrier to screen the Property from streets, roads, and adjacent property.

Paved parking between a building and street frontage property line shall be at least twenty-five (25) feet (which shall include any designated easements) from the street frontage property line. The area between the paved parking and the curb line of the street shall be suitably landscaped with either berms or other landscape treatment which may include ground cover. When paving adjacent to any side property line, a minimum of five (5) feet of landscaping shall be provided along the side property line.

All landscaping shall be installed within sixty (60) days after substantial completion of construction, weather permitting. Landscape areas shall be perpetually maintained in a sightly and well-kept condition including such replanting and replacement, as is from time to time necessary. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, The Developer may, at its option, after giving the Owner ten (10) days written notice forwarded to Owner (unless within said ten (10) day period the Owner of the Building Site shall proceed and thereafter pursue with diligence the completion of such landscaping), undertake and complete the landscaping of the Building Site in accordance with the landscaping plan. If the Developer undertakes and completes such landscaping because of the failure of the Owner to complete the same, the costs of such landscaping shall be assessed against the Owner, and if said assessment

is not paid within thirty (30) days after written notice of such assessment from Developer, said assessment will constitute a lien on the Building Site and may be enforced as set forth in this agreement.

3.8 **Signage.** Any and all signs located on the Property shall conform to the following standards:

A. All signs, including identification, directional, vehicular control, temporary and informational, including, but not limited to, those in the setback areas, on loading docks, parking facilities, on buildings, and storage areas, along with appropriate plans and specifications shall be first submitted to the Developer for written approval of conforming with these Declarations, which approval shall not be unreasonably withheld. Such plans and specifications for any sign shall include, but not be limited to, the color(s), dimensions, locations on the site, height, copy, type of illumination, and other characteristics. No sign shall be erected on the Property without prior written approval of the Developer.

B. No neon signs shall be permitted upon the Property;

C. Signs may be electrified but shall not be flashing or moving provided, however, that digital signs may be allowed with the approval of the Developer.

D. No monument sign located on the Property shall exceed a height of ten (10) feet measuring from the elevation of the ground immediately beneath said sign to the top of said sign. No sign shall protrude above the Building line or parapet. There shall be no more than two (2) signs per building façade;

E. Signs may not be located in dedicated easements; all signs must conform to the setback requirements of Lexington County; and

F. Notwithstanding anything contained in these Declarations to the contrary, the Developer in its sole discretion may approve or refuse requests for variances to these sign requirements on a case by case basis.

3.9 **Loading Areas.** Loading and receiving areas shall not be permitted in the front yard of any Building Site or in the side yard that fronts on any interior (within the Property) public road and the frontage of any Building Site, except with the prior written approval of the Developer. Proper integration of landscape and screening elements as approved by the Developer must be provided between any truck loading and receiving area and any street.

3.10 **Outside Storage.** Materials, supplies, equipment, finished or semi-finished products or articles of any nature may not be stored or permitted to remain on any Building Site outside the main building located thereon unless approved by the Developer. Any outside storage is strongly discouraged. Waste and rubbish storage facilities shall be properly screened and shall not be installed, constructed or utilized without prior written approval

of the Developer.

3.11 **Parking.** Adequate off street parking shall be provided by each Owner for employees, tenants, occupants, customers and visitors. The location, number and size of parking spaces shall be subject to review by the Developer, and shall conform to all applicable Lexington County zoning ordinances and other governmental regulations. However, at no time shall the minimum standards for parking be any less than the total of the following: One (1) space for each two (2) employees on the largest shift; one (1) space for each member of the managerial or office staff; one (1) visitor parking space for each ten (10) persons on the managerial staff; and one (1) space for each vehicle used directly in the conduct of business.

No parking shall be permitted on any street or place other than the paved parking spaces provided for in this Declaration. No parking shall be permitted within dedicated easement areas.

3.12 **Utility Connections.** All utility connections, including all electrical and telephone connections and installation of wires to improvements shall be made underground from the nearest available power or utility source. No transformer, electric, gas, or other meter of any type or other apparatus shall be located on any power pole or hung on the outside of any building or other improvements, but the same shall be placed at or below ground level, and where placed at ground level, shall be adequately screened. Notwithstanding the foregoing, overhead and telephone connections shall be permitted during the construction period of the improvement.

3.13 **Fences.** No fence, wall, hedge, or mass planting shall be erected, installed, or permitted without written approval of the Developer which approval shall not be unreasonably withheld.

3.14 **Exterior Lighting.** All exterior lighting of any nature on any Building Site shall be designed, erected, altered and maintained in accordance with plans and specifications approved by the Developer which approval shall not be unreasonably withheld. Exterior lighting on all Building Sites shall be limited to signs and security and safety illumination of driveways, parking lots, walks, building entrances, loading and service areas and exterior lighting of overall building services. Lighting shall be compatible and harmonious throughout the Property and shall be keeping with the exterior design of the Building Site in question.

3.15 **Maintenance of Building and Landscaped Areas.** Each owner shall keep all Improvements on a Building Site in a safe, clean, maintained, neat condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each Owner shall remove at its own expense, on a regular basis, any rubbish or trash of any type which may accumulate on its Building Site.

A. Rubbish, trash, garbage, or other waste shall be kept only in appropriate containers. All equipment for the storage or disposal of such materials shall be kept in clean and

neat condition. Rubbish and trash and other waste shall not be permitted to accumulate or be disposed of on the Property by burning or burial;

B. All signs permitted will be maintained in neat and orderly manner and repainted or repaired promptly as required;

C. All paved areas, driveways and concrete aprons on a Building Site shall be kept in good repair, and swept clean from dirt and silt;

D. All steep banks and slopes shall be maintained with suitable grasses, trees and shrubs to prevent exposure of dirt and clay, and an unsightly appearance;

E. No improvements to any Building Site shall be permitted by the Owner of such Building Site to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished;

F. All planted grasses, trees, shrubs or other plantings shall be maintained consistently in a neat, orderly and healthy manner;

G. Each Owner shall pay his pro rata portion of the gross expenses for the maintenance (including landscaping maintenance), repairs, replacements and services required in connection with the Property Used in Common. Such expenses shall include, but not be limited to lighting, signing, landscaping, cleaning and insurance premiums. (Pro rata shall mean the percentage by comparing the Owner's Building Site to the total property excluding Property Used in Common).

H. In the event the Owner of any Building Site shall fail to comply reasonably with all of the requirements of this section, the Developer and its successors shall have the right, but not the duty, to take corrective action at the expense of the Owner;

3.16 **Height Restrictions.** No building or appurtenance, including, but not limited to, water towers, stand pipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts and antennae, or flagpoles shall exceed heights prescribed or approved by the Developer or applicable zoning ordinances; provided, the Developer will not unreasonably withhold approval of such Improvements.

3.17 **On-Site Drainage**. Each Building Site Owner shall be required to provide adequate drainage facilities, in accordance with the existing storm system, existing topography and by such methods as may be approved by the Developer. Once established, the drainage system may not be changed by an Owner without approval of the Developer and the system will be maintained to provide for subsurface water drainage in accordance with the drainage pattern established.

3.18 Building Materials and Design.

A. Exterior Walls The exterior walls of all buildings shall be of such materials, design and colors as may be approved by the Developer. All concrete masonry units or concrete panels shall be finished in stone, textured, or coated tastefully.

B. Canopies Design of canopies shall be in keeping with the design of the buildings including color coordination;

C. Coverage Unless otherwise approved by the Developer, no more than forty-five percent (45%) of the gross acreage of a Building Site may be covered by building(s);

3.19 Setbacks. Except in those circumstances where the Building Site and topography do not permit, all Improvements on any Building Site shall be constructed to observe and honor the following setback requirements:

Front (or fronts, in the case of a corner lot) – 50 feet;
Sides (including all non-front, in the case of a corner lot) – 20 feet; and
Rear (where applicable, as in the case of a non-corner lot) – 30 feet.

3.20 Right to Subdivide. No Owner, other than the Developer, may subdivide or re-subdivide or in any way alter the size, shape, or area of any Building Site by any Owner, other than the Developer. The prohibition against subdivision of any Building Site by any Owner, other than the Developer, as contained in this paragraph, shall survive any conveyance by the Developer to any Owner or any conveyance to any successor Owner.

3.30 Developer may establish additional development guidelines to supplement the regulations set forth herein.

Article 4

Operational Standards

4.0 Permitted Uses. Building Sites shall only be utilized for the development and construction of improvements, ownership, and operation of and/or leasing to tenants for the operation of one or more light and medium industrial uses, office, manufacturing, warehousing, distribution, engineering, research facilities, testing facilities, laboratories, technology and business facilities; and any other uses approved by the Developer (which approval shall not be unreasonably withheld) and permitted by applicable zoning codes.

No noxious or offensive trades, services or activities shall be conducted on any Building Site nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owner, tenant or occupant of Other Building Sites within the

Property by reason of unsightliness, or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

The following uses shall not be permitted:

A. Truck terminal or storage facility;

B. Scrap yard storage;

C. Automotive garage, repair or sales facility;

D. Building material storage and lumberyard, coal or wood yard, and stone or monument works;

E. Auto wrecking, salvage yards, used material yards, storage or baling of waste or scrap paper, rags, scrap metals, bottles or junk;

F. Bag cleaning;

G. Boiler and tanker works;

H. Central mixing plant for asphalt, mortar, plaster or concrete;

I. Any quarrying operation;

J. Uses determined by the Developer to be unsafe or dangerous, such as those creating explosion or radiation hazards;

K. Uses determined by the Developer to constitute a nuisance which include but shall not be limited to odor, dust, fumes, smoke, noise, vibration, electro-mechanical disturbance, refuse matter or water-carried waste.

4.1 **Damage or Destruction of Improvements.** Any improvements on any Building Improvement damaged in whole or in part by fire, windstorm, tornado, vandalism, strike or civil disorder, or of the like, shall be repaired and restored or replaced immediately, including the removal of debris or if it should be determined by the Owner thereof not to repair or replace such Improvement then the Improvement shall be removed from its Building Site and thereafter the Owner shall maintain the Building Site in a graded, maintained condition until the Building Site is again improved in accordance with the provisions hereof. In no instance shall any damaged Improvement remain on the Building Site unrepaired or un-removed for a period in excess of ninety (90) days from the date of said casualty; provided, however, if the Owner commences reasonable commercial efforts within thirty (30) days of the casualty and diligently pursues such repair or removal, such ninety (90) day period shall be extended by the amount of time that is reasonably required to accomplish the repair or removal with the exercise of

reasonable commercial diligence.

4.2 **Right to Enter.** During reasonable business hours, after at least one hour prior notice to the Owner, the Developer, or its authorized agents, shall have the right to enter any Building Site, but not insides of buildings, for the purpose of ascertaining whether the restrictions provided herein may have been violated. Developer or its agents must present themselves at the main office of the Owner on the Building Site or at such other comparable location at the Building Site, present appropriate identification and/or credentials to the Owner or Owner's authorized representative prior to any further inspection of the Building Site, and, at the Owner's discretion, be accompanied by the Owner or the Owner's representative during any such inspection. Any such entry shall constitute an authorized entry, and the Developer or its representatives shall not be deemed guilty of trespass or constructive eviction by reason thereof.

Article 5

Approval of Plans; Variances; Easements

5.1 **Approval**. No improvement shall be erected, placed, replaced, altered, maintained or permitted to remain on any Building Site which does not conform to the requirements of this Declaration and with all applicable laws, ordinances, and regulations then in effect, including without limitation, any land use and zoning regulations, building codes, environmental laws and regulations, storm water and drainage laws and regulations, building codes, environmental laws and regulations, storm water and drainage laws and regulations, and planning laws and regulations. An Owner shall submit to the Developer for approval plans and specifications showing site plan, drainage plan, and all exterior elevations, with materials and colors therefore, and landscaping plans. The Developer reserves the right to withhold approval upon any grounds, including aesthetic condition, which shall be determined in the sole discretion of the Developer.

5.2 **No Damages**. Neither the Developer, or its successors or assigns, shall be liable in damages or otherwise to anyone submitting plans to the Developer for approval, or to any Owner affected by this Declaration, for any cause arising out of or in connection with the approval or disapproval or failure to approve such plans and specifications. Every entity which submits plans to the Developer for approval agrees by submission of such plans, and every Owner of any Building Site agrees by acquiring title thereto or interest therein, that it will not bring any action or suit against the Developer to recover any such damages based upon the aforesaid causes.

5.3 **Variances**. The Developer, and its successors and assigns, are hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration in order to overcome practical difficulties and unnecessary hardships in the application of the provisions contained herein; provided, however, that such variances shall be reasonably consistent with the purposes hereof and shall not materially adversely affect any existing Improvements on the Property. Any variance granted pursuant to the authority granted

herein shall constitute a waiver of provisions of this Declaration by all Owners of Building Sites, and all Owners hereby irrevocably appoint the Developer, its successors and assigns, as their true lawful attorney-in-fact for the limited purpose of consenting to the aforesaid variances.

5.4 **Easements**. The Developer shall have the right, in its reasonable discretion, to grant easements through, across, over and under any of the Property for the purposes of all electric, water, sewer, storm drainage, gas, telephone, cable television, security systems and all other utilities necessary or desirable, for the benefit of any Building Site; provided such easements do not interfere with existing improvements constructed, or in the process of being constructed on Building Sites; and, provided further, such grants of easement shall not extend more than twenty (20) feet perpendicularly beyond any side, front, or rear lot line of a Building Site.

Article 6

Enforcement

6.1 **Responsibility of Owner**. Each Owner shall be responsible for compliance with the terms, conditions and provisions of this instrument by its employees, agents, independent contractors, tenants, building occupants, customers and visitors.

6.2 **Abatement and Suit**. Violation or breach of any restriction herein contained shall give to the Developer and every Owner subject to this Declaration the right to prosecute a proceeding at law or in equity against the Owner who has violated, is attempting to violate, or is permitting the violation on its Building Site of any of these restrictions including without limitation, actions to enjoin or prevent such Owner from doing so, to cause said violation to be remedied, or to recover actual damages for said violation.

6.3 **Deemed to Constitute a Nuisance.** Any action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such action or omission and may be exercised by the Developer or by the Owner.

6.4 **Attorney's Fees**. In any legal or equitable proceedings for the enforcement of this Declaration or any provision hereof, the Developer shall be entitled to recover from the losing party against whom a final unappealable order is issued, actual out of pocket costs and expenses, including, but not limited to, its attorney's fees and expenses incurred in connection with or related to such proceedings in such amounts as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedies.

6.5 **Failure to Enforce Not a Waiver of Rights**. The failure of the Developer or any other Owner to enforce any restrictions herein contained shall in no event be deemed to be a

waiver of the right to do so, nor of the right to enforce any other restriction. No suit shall lie against the Developer for any failure, refusal or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

6.6 **Equitable Relief.** Notwithstanding anything to the contrary contained in this Declaration, from time to time, the Owner of a Building Site shall have the right to commence proceeding or proceedings against the Developer and/or one or more other Owners for one or more restraining orders, injunctions, declaratory relief and/or other equitable relief and the prevailing party or parties in any such proceeding(s) shall be entitled to recover from the losing party or parties against whom a final unappealable order is issued, the prevailing party's or parties' actual out of pocket costs and expenses including, but not limited to, its attorney's fees and expenses occurred in connection with or related to such proceeding(s) in such amounts as may be fixed by the court in such proceeding(s).

Article 7

Term, Termination, Modification and Assignment

7.1 **Term**. This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period commencing on the date hereof and expiring twenty (20) years from the date hereof. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any for the period of twenty (20) years from the execution date of this Declaration, after which time all said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part.

7.2 **Termination and Modification.** This Declaration, or any provision hereof, may be terminated, extended or modified by the Developer.

7.3 **Assignment of Developer's Rights and Duties.** The rights, powers, privileges, obligations and duties hereby specifically granted to or imposed upon the Developer (as opposed to those rights, powers, privileges, obligations and duties hereby granted to or imposed upon Owners) may be transferred to any successor or assignee of the Developer which succeeds to the Developer's interest in the Property. After 100% of the Property is sold, all rights and duties, as identified in this section, will be transferred to an Owner's Association established by the Owners for that purpose.

7.4 **Assignment of Owner's Rights and Duties.** The rights, powers, obligations and duties hereby granted to or imposed upon any Owner may not be assigned or delegated except

to any entity acquiring Owner's interest in a Building Site or any lessee or sub lessee of such Owner. The instrument by which the interest of any Owner in a Building Site is acquired shall recite that it is subject to this Declaration of Restrictive Covenants, Conditions and Easements and shall contain an agreement by the transferee to be bound by all of the terms and conditions thereof.

7.5 **Right of Re-Purchase.** If construction of any industrial or other approved building is not substantially completed within two years of the date of the conveyance of any tract from the Developer to an Owner, other than Developer, Developer shall have the right to repurchase the Building Site at any time within one hundred eighty (180) days after the expiration of said two-year period upon giving fifteen (15) days prior written notice of its intention to re-purchase to said Owner. The re-purchase price shall be the price paid by Owner for the Building Site when purchased from Developer plus reimbursement for any real property taxes by Owner relating to Building Site, less the unpaid balance of any mortgage, deed of trust, or other amounts, nonpayment of which may be assessed as liens against the Building Site. The provisions of this Article may be enforced by an action at law maintained by the Developer.

Article 8

Common Areas, Owners Association and Assessments

8.1 **Owners Association Creation, Membership.** The Developer may cause to be incorporated under the laws of the State of South Carolina a non-profit corporation to be named Chapin Business & Technology Park at Brighton, or a similar name (the "Association"). Developer shall establish, or cause to be established, the Association once Developer, in its sole discretion, deems necessary. Upon organization every Owner as defined in this Declaration shall automatically become a member of the Association. The Association shall be governed by provisions of Article 8 along with any hereinafter created by-laws.

8.2 **Election of Directors.** The initial board of directors will be named by Developer and set forth In the Articles of Incorporation.

8.3 **Members.** Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from Ownership of a Site. In the event of multiple ownership of a site, the co-owners of such Site shall be considered as one Owner for voting purposes. Developer, so long as it owns any land in the Property, shall be a member (but ownership of Street Rights-of-Way shall not be counted in determining the number of votes to which it is entitled as provided in Section 8.4 of this Article 8), but only to the extent it owns land which is a part of the Property.

8.4 **Voting.** Each member of the Association shall be entitled to one vote for each acre of land owned; however, in the election of directors, the land owned by the Developer shall not be counted, but in all other matters on which the members are entitled to vote, the Developer's land shall be counted. Directors shall be elected annually to serve one year.

8.5 **Assessments and Maintenance of Common Areas.** Upon creation of the Association, the Association shall become responsible for the maintenance of the Common Areas. The Budget shall be based upon annual estimates by the Board of Directors of the Association's revenues and its cash requirements to pay all estimated expenses and costs relating to the use, maintenance and operation of the Common Areas and the operation of the Association. Such estimated expenses and costs (the "Common Expenses") may include, among other things, the following: insurance premiums; repairs and maintenance; utility charges; street lighting; and any other expense deemed by the Board of Directors to be a common expense.

8.6 **Unpaid Assessments.** Any assessments by the Association which are not paid by the Developer (assuming the Developer is still an Owner) or an Owner within such reasonable time as shall be designated by vote of the members at the meeting at which the assessment is made, or in the by-laws of the Association, shall bear interest at a rate per annum determined by the Board of Directors or as provided in the by-laws, from such date until paid, and shall constitute a lien upon the Site(s) owned by such member. The amount of any such lien may be enforced by suit or otherwise, at the election of the Association, and the Owner will reimburse the Association for all reasonable attorneys' fees and expenses incurred in so doing, the amount of which shall also constitute a lien on the Site and such lien may be recorded in the Register of Deeds Office for Lexington County.

8.7 In lieu of creating an Owners Association, the Developer has the option of assessing the expense of all common areas as set forth herein.

8.7.1 **Responsibility for Property Used in Common.** The Developer may operate and maintain the Property Used in Common; provided, however, that the Owner of any Building Site at all times shall maintain all landscaping between the property line of its Building Site and the curb or paved surface of any street.

8.7.2 **Expenses of Property Used in Common.** The owners of all Building Sites shall defray the total expenses of the Developer for the operation, maintenance (including landscaping maintenance except as otherwise provided herein), repairs, replacements, and services for the Property Used in Common and all improvements thereon, including, but not limited to, landscaped entrances, street lighting, signage, common drainage basins, and trash removal.

8.7.3 **Assessments.** Each Owner's share of the aforesaid expenses shall be a sum equal to the product of the amount of such total expenses multiplied by a fraction, the numerator of which shall be the acreage of the Owner's Building Site, and the denominator of which shall be the total acreage of all Building Sites. Each Owner shall be assessed its respective share of the aforesaid expenses not more frequently than quarterly, and payment of such assessments shall be due within thirty (30) days after receipt of a bill. Assessments not timely paid shall constitute a lien against the Building Site to which the assessment pertains from and after the due date of such assessment and may be collected by the Developer together with all costs of collection from the nonpaying Owner by appropriate legal action.

Article 9

Miscellaneous Provisions

9.1 **Constructive Notice and Acceptance.** Every entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to and assumed every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such entity acquired an interest in the Property.

9.2 **Mutuality, Reciprocity, Runs with the Land.** All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create mutual, equitable rights and obligations between the respective Owners of all Building Sites; and shall, as to the Owner of each Building Site, its heirs, successors and assigns, operate as covenants running with the land, for the benefit of the rest of the Property.

9.3 **Inurement.** This instrument shall bind and inure to the benefit of the Developer and all Owners and their respective successors, assigns, heirs or legal representatives.

9.4 **Compliance with Laws and Regulations.** All other provisions of this Declaration notwithstanding, all Owners of Building Sites shall comply with all laws, ordinances, and regulations pertaining to the ownership and use thereof, including, without limitation, all environmental, land use and zoning, building codes, storm water and drainage, and planning laws, ordinances and regulations.

9.5 **Indemnification and Hold Harmless.** All Owners and the Developer are each exclusively responsible for the portions of the Property which they own and their activities, developments, and operations thereon. The Owners shall indemnify and hold harmless the Developer, including, without limitation, for the costs and expenses of defending, including attorney's fees, where applicable, against all liability and claims of any nature, for activities, development and operations occurring on such Owner's property or by such Owner, except that occurring as a direct result of the Developer's willful acts or negligence.

9.6 **Paragraph Headings.** Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

9.7 **Effect of Invalidation.** If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

9.8 **Notice.** If at any time after the execution of this declaration it shall become necessary or convenient for the Developer or an Owner to serve any notice, demand or communication, such notice shall be in writing signed by the party serving the same and shall be deemed to have been delivered (a) when delivered to the intended party or by facsimile with facsimile acknowledgment of receipt personally, (b) at 5:00 P.M. on the business day after the date delivered to any nationally recognized private mail or courier service (Federal Express, UPS, Airborne or such similar service), postage paid and sent for next day delivery (c) at 5:00 P.M. on the third business day after the date deposited in the registered or certified United States mail, return receipt requested, postage prepaid and addressed as follows:

The Developer: Lexington County
Attention: County Administrator
Lexington County, 212 South Lake Drive
Suite 602
Lexington, South Carolina 29072
Facsimile: 803.785.8101

An Owner:
At the address of the Owner's Building Site, and if to any other entity, at the address of the Building Site which is the subject of such notice or communication.

9.9 **Time Computation.** In computing any period of time prescribed or allowed in this Declaration, the day of the delivery notices, the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is Saturday, a Sunday, or a legal holiday. When the period of time prescribed or allowed is less than eleven (11) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation. As used in this Agreement, "legal holiday" includes New Years Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other day appointed as a holiday by the President or the Congress of the United States, or by the State of South Carolina.

IN WITNESS WHEREOF, the Developer has executed this Declaration to be effective

September 12, 2017.

WITNESS the hand and seal of the County of Lexington, South Carolina, by M. Todd Cullum, this 12th day of September, 2017.

WITNESSES:

Diana W. Burnett

Judy R Bushee

County of Lexington, South Carolina

BY: M. Todd Cullum

M. Todd Cullum
(Print Name)

Its: Chairman

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LEXINGTON)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named County of Lexington, South Carolina, by, M. Todd Cullum sign, seal and, as its act and deed, deliver the within-written Declarations of Rights, Restrictions, Affirmative Obligations, and Conditions Which Constitute Covenants Running With Certain Lands of County of Lexington, South Carolina for the uses and purposes therein mentioned, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Diana W. Burnett
Witness

SWORN to before me this 12th
day of September, 2017.

Judy R Bushee (L.S.)
Notary Public of South Carolina
My commission expires: 8-26-2026