

FILED FOR RECORD

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
STEEPLECHASE INDUSTRIAL PARK**

JOYCE McDONALD
CLERK OF COURT
KERSHAW COUNTY, S.C.

1 Recitals.

- 1.01 Mulberry Plantation, Inc., (herein the "Original Owner") and Kershaw County, South Carolina, a political subdivision of the state of South Carolina (herein the "Developer") executed a document titled Property Agreement which Property Agreement was recorded in Book 403 at page 143 in the Office of the Register of Mesne Conveyances for Kershaw County, South Carolina providing for the Developer to market certain tracts of land (herein the "Property") owned by the Original Owner and for the promotion of industrial development on the Property. By virtue of the property Agreement, subsequent amendments, conveyances, and options, the Original Owner and the Developer are the sole owners of the Property as of the date of execution of this Declaration. The Property is described on Exhibit "A" attached hereto and made a part hereof.
- 1.02 In order to establish an orderly, general plan for the improvement and development of the Property, the Original Owner and the Developer desire to subject the Property to certain conditions covenants, easements, and restrictions upon which the Property shall be held, improved, transferred and conveyed.

2 General Provisions.

- 2.01 The Developer and the Original Owner hereby declare that the Property is now held and shall hereafter be held, transferred, sold, leased, subleased, conveyed and occupied subject to the restrictive covenants and easements herein set forth, each and all of which shall be binding upon and shall inure to the benefit of and pass with, each and every parcel of the Property and shall apply to the heirs, assigns, successors of Developer, the Original Owner and all Owners (as defined herein).
- 2.02 The Property is subject to the covenants, conditions, restrictions, and easements hereby declared
- 2.02.01 to insure proper use and prompt and appropriate development and improvement of each Building Site (as defined herein);
- 2.02.02 to protect the Owners (as defined herein) against such improper use of surrounding Building Sites as would depreciate the value of their property;

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- 2.02.03 to guard against the erection on Building Sites of structures built of improper or unsuitable materials;
 - 2.02.04 to ensure adequate and reasonable development of the Property;
 - 2.02.05 to encourage the erection of attractive Improvements on appropriate locations on Building Sites;
 - 2.02.06 to prevent haphazard and inharmonious improvement of Building Sites;
 - 2.02.07 to secure and maintain proper setbacks from streets, and adequate open spaces between structures; and
 - 2.02.08 in general to provide adequately for a high-quality type of improvement on the Property.
- 2.03 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 for the direct, mutual and reciprocal benefit of each and every part and parcel of the property; shall create a mutual, equitable servitude upon each Building Site in favor of every other Building Site; shall create reciprocal rights and obligations between the respective Owners of all Building Sites; and , as to the Owners, shall operate as covenants running with the land, for the benefit of the rest of the Property.
- 2.04 Definitions.
- 2.04.01 "Building Site" shall mean any parcel of land composed of a portion of the Property
 - 2.04.01.01 which is shown on any recorded plat of all or a portion of the Property as being a parcel of the Property, and
 - 2.04.01.02 which is suitable for construction of Improvements.
 - 2.04.02 "Common Areas" means and refers to those areas of the Property which are not Building Sites. Common Areas include, but are not limited to,
 - 2.04.02.01 parks,

- 2.04.02.02 median strips,
- 2.04.02.03 drainage areas,
- 2.04.02.04 private rights-of -way and easements,
- 2.04.02.05 ponds,
- 2.04.02.06 common storm water management facilities,
- 2.04.02.07 utility easements,
- 2.04.02.08 beautification easements,
- 2.04.02.09 dams,
- 2.04.02.10 sign location areas and
- 2.04.02.11 signs located therein.
- 2.04.03 "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements For Steeplechase Industrial Park as the same may be amended or modified from time to time as provided herein.
- 2.04.04 "Developer" shall mean Kershaw County or any agent of Kershaw County including, but not limited to, the Kershaw County Administrator, the Kershaw County Director of Economic Development or the Chair of Kershaw County Council. Any decision to be made by the Developer hereunder may be made by the Kershaw County Administrator, the Kershaw County Director of Economic Development or the Chair of Kershaw County Council. A document executed by the Kershaw County Administrator, the Kershaw County Director of Economic Development or the Chair of Kershaw 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.
- 2.04.05 "Improvements" shall mean any and all structures, betterments, construction and/or improvements 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 of kind.

- 2.04.06 "Original Owner" shall mean Mulberry Plantation, Inc., its successors and assigns.
- 2.04.07 "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 an obligation. To the extent that either the Developer or the Original Owner or both of them meet the criteria for ownership set forth herein, they 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 and Original Owner, respectively.
- 2.04.08 "Property" shall mean that Property described in Exhibit "A" which is attached hereto and made a part hereof.

3 Regulation of Improvements.

- 3.01 Approval of Plans and Specifications. No Improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications therefor have been approved by the Developer, as provided in Article V hereof, or which when constructed do not conform to the requirements set forth herein, except as otherwise provided herein.
- 3.02 Pre-Construction Meeting. Prior to the commencement of construction on any Building Site including site grading, a preconstruction meeting shall be conducted. The meeting shall include the Developer, the Owner or Owner's representative, and the contractor including the site grading contractor.
- 3.03 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 Owner's Building Site for any purpose or prevent an Owner from receiving delivery of materials, equipment, personnel, or other personal property.
- 3.04 Completion of Construction. After commencement of construction of an improvement on any Building Site, the Owner of the Building Site shall diligently prosecute the work on the Building Site to the end that the improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. During

construction, the Owner shall cause the Building Site to remain in a reasonably neat and orderly condition, prevent the accumulation of trash and prevent runoff of surface water from the Building Site onto adjacent property or streets at a rate exceeding the rate prior to commencement of improvement of the Building Site. The Owner shall implement plans to contain all sediment, including washed, windblown and gravity, within the boundaries of the Building Site and insure that all areas of the Building Site to be exposed for longer than thirty (30) days be grassed or otherwise treated as required by state law or regulation. If at the end of an eighteen (18) month period of time from the closing date, construction of any improvement is not being reasonably pursued by the Owner, then the Developer shall have the option to proceed with such construction or remove such incomplete construction. Cost incurred by the Developer relative to removal or demolition of such construction shall be paid by the Owner.

3.05 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.

3.06 Storm Drainage.

3.06.01 All storm drainage systems on a Building Site shall meet and comply with all applicable county, state and federal laws and regulations governing storm water drainage.

3.06.02 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 governing storm water drainage which may be more stringent than this Declaration.

3.07 Landscaping.

3.07.01 All Building Sites shall be landscaped

3.07.01.01 to promote compatible and substantially continuous landscape treatment throughout the Property,

3.07.01.02 to provide for a neat and well maintained appearance in areas not covered by buildings or parking,

- 3.07.01.03 to minimize the adverse visual and environmental impact of large hard surface areas,
- 3.07.01.04 to promote the quality image of the Property and
- 3.07.01.05 to safeguard and enhance property values.
- 3.07.02 Plans and specifications for landscaping shall be submitted to the Developer for review prior to installation. Such plans should indicate 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.
- 3.07.03 The area between structures and accessories to structures, between structures and the Building Site's property lines, and between accessories to structures and the Building Site's property lines shall be used exclusively for the planting and growing of trees, shrubs, lawn, and other ground covering or material as approved by the Developer, except for such portions of the Building Site as may be reasonably required for service access either to the buildings or parking and loading areas constructed on the Building Site.
- 3.07.04 Paved parking between a building and a 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 landscaping treatments which may include ground cover.
- 3.07.05 Where paving occurs adjacent to any side property line, a minimum of five (5) feet of landscaping shall be provided along that side property line.
- 3.07.06 All landscaping shall be installed within ninety (90) days after substantial completion of construction, weather permitting.
- 3.07.07 Landscaped areas shall be perpetually maintained in a sightly and well-kept condition including such replanting and replacement as is, from time to time, necessary.
- 3.08 Signage.
- 3.08.01 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, substituted, changed, or modified on the property without the prior written approval by the Developer.

- 3.08.02 Subject to the Developer's right to grant reasonable variances to this section on a case by case basis, 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, must conform to the following standards:
 - 3.08.02.01 Signs shall be restricted to advertising only the persons or entities operating the use conducted on the Building Site or the products sold or produced thereon.
 - 3.08.02.02 All informational signs including, but not limited to, instructions to visitors, vendors, and customers; directional signs; designations of parking areas; driveway entrance signs; and all signs other than building identification signs must be uniform both with regard to sign panel design and lettering style.
 - 3.08.02.03 Signs may be electrified, but not flashing or neon.
 - 3.08.02.04 Signs may not project above the roof line of a building.
 - 3.08.02.05 Signs may not be located within dedicated easements.
- 3.08.03 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.
- 3.08.04 Loading Areas.
- 3.08.05 Loading and receiving areas shall not be permitted
 - 3.08.05.01 in the front yard of any Building Site or
 - 3.08.05.02 in the side yard that fronts on
 - 3.08.05.02.01 any interior (within the Property) public road and
 - 3.08.05.02.02 the frontage of any Building Site.

3.08.06 Loading and receiving areas shall be located and screened so as to minimize their visibility from any street or other right-of-way.

3.09 Outside Storage.

3.09.01 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.

3.09.02 Waste and rubbish storage facilities shall be properly screened.

3.10 Parking.

3.10.01 No parking shall be permitted on any street or place other than on the paved parking spaces provided for and described in this Declaration.

3.10.02 No parking shall be permitted within dedicated easement areas.

3.10.03 All parking areas and drives shall be paved with an impervious surface (asphalt or concrete) with curbs and gutters constructed of concrete.

3.10.04 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 conform to all applicable zoning ordinances and government regulations. However, at no time shall the minimum standards for parking be any less than the total of the following:

3.10.04.01 One (1) space for each two (2) employees on the largest shift;

3.10.04.02 One (1) space for each member of the managerial or office staff;

3.10.04.03 one (1) visitor parking space for each ten (10) persons on the managerial staff; and

3.10.04.04 one (1) space for each vehicle used directly in the conduct of the business.

3.11 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 electrical and telephone connections shall be permitted during the construction period of the improvement.

- 3.12 Fences. No fence, wall, hedge, or mass planting shall be erected, installed, or permitted to remain without prior written approval of the Developer which approval shall not be unreasonably withheld.
- 3.13 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 surfaces.
- 3.14 Maintenance of Building and Landscaped Areas.
- 3.14.01 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.
- 3.14.02 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 a clean and neat condition. Rubbish and trash or other waste shall not be permitted to accumulate or be disposed of on the Property by burning or burial.
- 3.14.03 All signs permitted will be maintained in a neat and orderly manner and repainted or repaired promptly as required.
- 3.14.04 All paved areas, driveways and concrete aprons on a Building Site shall be kept in good repair, and swept clean from dirt and silt.
- 3.14.05 All steep banks or slopes shall be maintained with suitable grasses, trees and shrubs to prevent erosion, exposure of dirt and clay, and an unsightly appearance.
- 3.14.06 No improvements on any Building Site shall be permitted by the Owner of such Building Site to fall into disrepair, and each such Improvement shall at all time be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.
- 3.14.07 All planted grasses, trees, shrubs or other plantings shall be maintained consistently in a neat, orderly and healthy condition.

- 3.14.08 In the event the Owner of any Building Site shall fail to comply reasonably with all of the requirements of this section 3.14, the Developer and its successors shall have the right, but not the duty, to take corrective action at the expense of the Owner.
- 3.15 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, or flagpoles shall exceed a height of fifty (50) feet above the finished building grade without the prior written approval of the Developer.
- 3.16 Building Materials and Design.
- 3.16.01 Exterior Walls. The exterior walls of all buildings shall be of such materials, design and colors as may be approved in writing by the Developer. All concrete masonry units or concrete panels shall be finished in stone, textured, or coated tastefully. Metal siding shall be high grade metal siding consistent with the high-quality development of the Property and shall not be permitted unless specifically approved by the Developer which approval shall not be unreasonably withheld.
- 3.16.02 Canopies. Design of canopies shall be in keeping with the design of buildings including color coordination.
- 3.16.03 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).
- 3.17 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 minimum setback requirements:
- 3.17.01 Front (or fronts, in the case of a corner lot) - 70 feet,
- 3.17.02 Sides (including all non-front, in the case of a corner lot) - 30 feet, and
- 3.17.03 Rear (where applicable, as in the case of a non-corner lot) - 30 feet.
- 3.18 Right to Subdivide.

- 3.18.01 The Property may be subdivided by the Developer or the Original Owner so long as no Building Site is less than nine (9) acres.
- 3.18.02 The Owner may subdivide or re-subdivide or otherwise alter the size, shape, or area of any Building Site so long as the Owner complies with the following requirements:
 - 3.18.02.01 No Building Site is less than nine (9) acres;
 - 3.18.02.02 The subdivision of the Building Site does not directly and unreasonably interfere with the use by any other Owner of another building Site; and
 - 3.18.02.03 the Owner complies with all applicable governmental laws, rules and regulations.
- 3.18.03 Building Sites created by the subdivision of a parcel of the Property shall be subject to these Declarations to the same extent as the parcel of the Property prior to the subdivision.

4 Operations Standards.

- 4.01 Permitted Uses. Building Sites shall be utilized only for
 - 4.01.01 the development and construction of improvements, ownership and operation of and/or leasing to tenants for the operation of one or more of light and medium industrial uses, office, manufacturing, warehousing, distribution, promoting, marketing, selling at wholesale, engineering, research facilities, testing facilities, laboratories;
 - 4.01.02 uses accessory to those set forth in the immediately preceding section; and
 - 4.01.03 any other uses approved by the Developer (which approval shall not be unreasonably withheld) or permitted by applicable zoning codes or other governmental regulations except the following shall not be permitted:
 - 4.01.03.01 Uses determined by the Developer to be unsafe or dangerous, such as those creating explosion or radiation hazards.
 - 4.01.03.02 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.
 - 4.01.03.03 Uses reasonably determined by the Developer to be objectionable by reason of their adverse effects on adjoining property.

- 4.01.03.04 The Owner of wetlands area (herein the "Area E") shown as "Wetland Area E" on Exhibit B attached hereto shall have the right to cut trees on and otherwise modify as permitted by applicable state and federal laws up to ten percent (10%) of the land area of Area E in order to facilitate the development of the Building Site of which Area E is a part; provided that the balance of Area E shall not be timbered except to remove dead or diseased trees.
- 4.01.04 The Developer shall review all proposed uses for control and regulation of odor, noise, fumes, waste, disposal and other problems affecting the property. Leasees shall not be permitted to maintain any nuisance or waste upon any Building Site.
- 4.02 Damage to or Destruction of Improvements. Any Improvements on any Building Site damaged in whole or in part by fire, windstorm, tornado, vandalism, strike or civil disorder, or 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 to cause the repair or removal of the damaged Improvement 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.
- 4.03 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 the 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 the 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 authorized 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.

5 Approval of Plans; Variances; Easements.

- 5.01 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, and planning laws and regulations. An Owner shall submit to the Developer for approval plans and specifications showing a site plan, drainage plan, and all exterior elevations, with materials and colors therefore, and landscaping plans. As long as the plans and specifications comply with the terms of this Declaration, the Developer shall not unreasonably withhold approval of the Owner's submission.
- 5.02 Basis of Approval. Approval shall be based on compliance with this Declaration.
- 5.03 Time for Approval. If the Developer fails to approve or disapprove such plans and specifications within (30) days after a complete package of the same has been properly submitted to the Developer, the Developer shall be conclusively presumed to have approved said plans and specifications.
- 5.04 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.
- 5.05 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 and lawful attorney-in-fact for the limited purpose of consenting to the aforesaid variances.
- 5.06 Easements. The Developer shall have the right, in its reasonable discretion, to grant easements over, through, across 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. The Developer shall consult with Owners affected to coordinate easement locations which also must benefit the Owners affected.

6 Enforcement.

- 6.01 Responsibility of Owner. Each Owner shall be responsible for compliance with the terms, provisions and conditions of this instrument by its employees, agents, independent contractors, tenants, building occupants, customers and visitors.
- 6.02 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.
- 6.03 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 any Owner.
- 6.04 Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, the prevailing party or parties in any such proceeding shall be entitled to recover from the losing party 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 attorneys fees and expenses incurred in connection with or related to such proceeding 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.
- 6.05 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.
- 6.06 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 a 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 attorneys fees and expenses incurred in connection with or related to such proceeding(s) in such amounts as may be fixed by the court in such proceeding(s).

7 Term, Termination, Modification and Assignment.

7.01 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.

7.02 Termination and Modification. This Declaration, or any provision hereof, or any covenant, or restriction contained herein, may be terminated, extended, modified, or amended as to the whole of the Property, with the written consent of the Owners of sixty-five percent (65%) of the total acreage of the Building Sites, provided, no such termination, extension, modification or amendment shall be effective without the written approval of the Developer so long as Developer or Original Owner owns at least fifteen percent (15%) of the acreage of all Building Sites.

7.03 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.

7.04 Assignment of Owner's Rights and Duties. The rights, powers, privileges, obligations and duties hereby granted to or imposed upon any Owner may not be assigned or delegated except to any entity acquiring the Owner's interest in a Building Site or any lessee or sublessee 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 hereof.

8 Miscellaneous Provisions.

8.01 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.

- 8.02 Mutuality, Reciprocity, Runs with the Land. All restrictions, conditions, covenants and agreements contained herein
- 8.02.01 are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property;
- 8.02.02 shall create a mutual, equitable rights and obligations between the respective Owners of all Building Sites; and
- 8.02.03 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.
- 8.03 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.
- 8.04 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.
- 8.05 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, development, and operations thereon. The Owners shall indemnify and hold harmless the Developer and Original Owner, 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 or Original Owner's willful acts or negligence. Provided further, the prevailing party or parties (whether one or more Owners, the Developer and/or the Original Owner) in any proceeding shall be entitled to recover from the losing party (whether one or more Owners, the Developer or the Original Owner) against whom a final unappealable order is issued such prevailing party's or parties' actual out of pocket costs and expenses including, but not limited to, its attorneys fees and expenses incurred in connection with or related to such proceeding in such amounts as may be fixed by the court in such proceedings.
- 8.06 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.

8.07 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.

8.08 Notice.

8.08.01 Generally. If at any time after the execution of this Declaration it shall become necessary or convenient for the Original Owner, 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, 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:

8.08.01.01 The Original Owner, Mulberry Plantation, Inc., Post Office Box 731, Camden, South Carolina 29020,

8.08.01.02 The Developer, Kershaw County, 1121 Broad Street, Camden, South Carolina 29020, facsimile 803-425-7673, Attention: County Administrator,

8.08.01.03 An Owner, at the address of the Owner's Building Site, and

8.08.01.04 If to any other entity, at the address of the Building Site which is the subject of such notice or communication.

8.09 Time Computation. In computing any period of time prescribed or allowed in this Declaration, the day of the delivery of 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 a Saturday, a Sunday, or a legal holiday. When the period of time prescribed or allowed is less than 11 days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation. As used in this Agreement, "legal holiday" includes New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, 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 and Original Owner have executed this Declaration to be effective as of the 25th day of March, 1999.

**INDIVIDUAL SIGNATURE PAGES ARE ATTACHED HERETO.
THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK.**

SIGNATURE PAGE

WITNESSES AS TO DEVELOPER:

FOR THE DEVELOPER:

KERSHAW COUNTY

By:

Steve S. Kelly, Jr.

Its: Council Chairperson

Sign Name:

Print Name: J. Kennedy DuBose, Jr.

Dated: 3-25-99

Sign Name:

Print Name: Phyllis C. Watts

STATE OF SOUTH CAROLINA)

COUNTY OF KERSHAW)

ACKNOWLEDGMENT

I, Phyllis C. Watts, Notary Public for the State of South Carolina, do hereby certify that Steve S. Kelly, Jr., the duly authorized Council Chairperson of **KERSHAW COUNTY, South Carolina**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of such entity.

SWORN and subscribed to before me this 25th day of March, 1999.

Phyllis C. Watts
Notary Public for South Carolina

My commission expires 7-16-2007

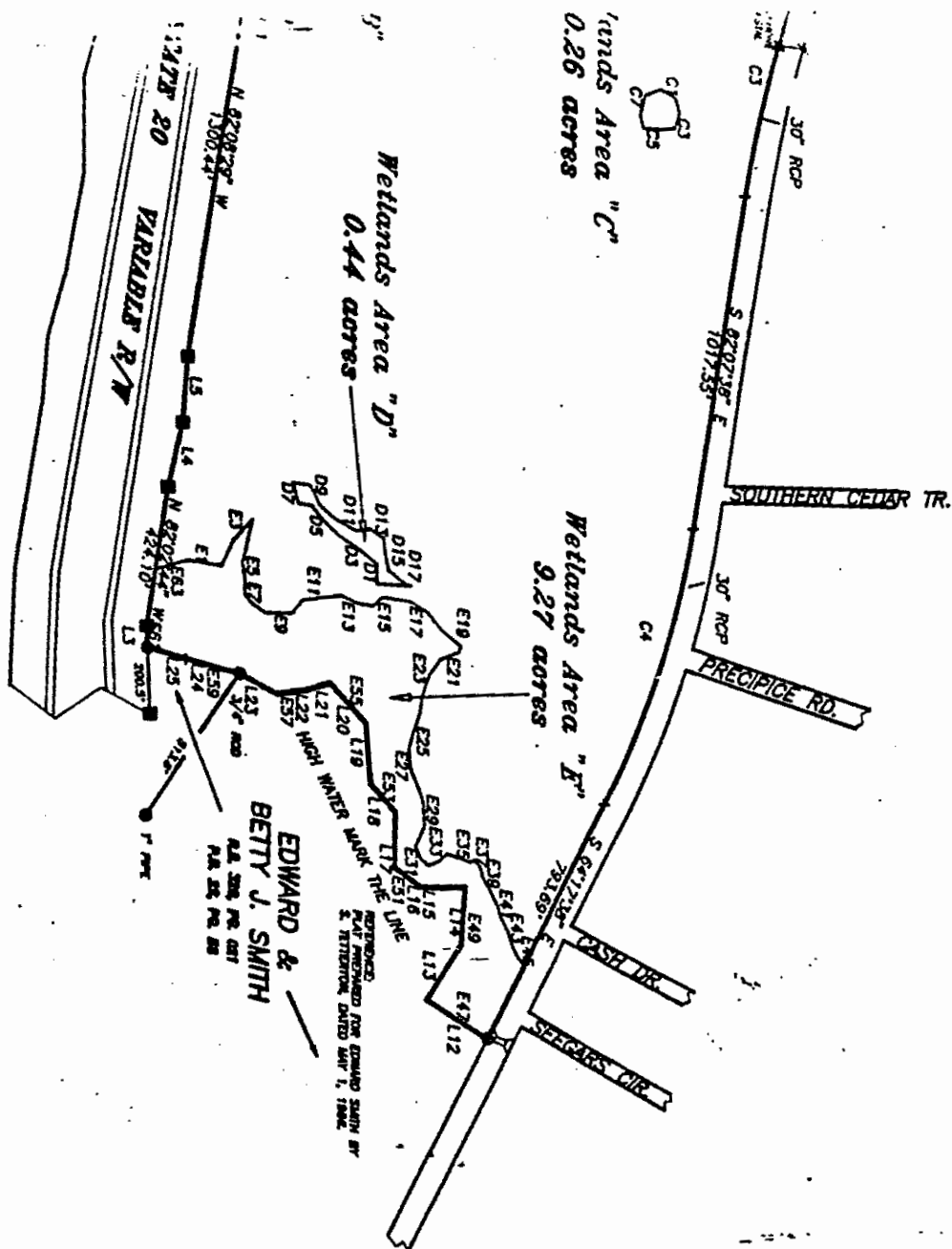
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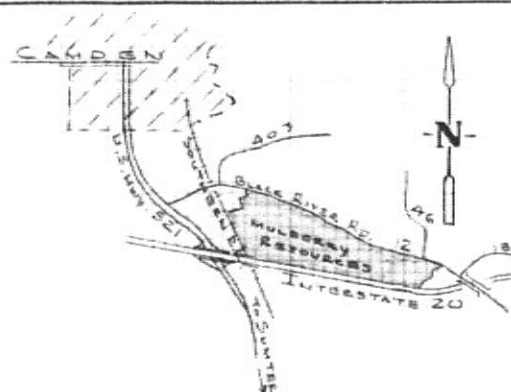
EXHIBIT "A"

For purposes of the Declaration of Covenants, Conditions, Restrictions, and Easements for Steeplechase Industrial Park, the Property is approximately two hundred seventy-two (272) acres and includes two tracts, one of approximately two hundred sixty-two (262) acres of "high land," and the other of approximately ten (10) acres of wetlands, all as described more fully below.

That tract of land located in the State of South Carolina, County of Kershaw, south of Camden, on the south side of Black River Road (S-28-12) and on the north side of Interstate 20, containing approximately 262 acres of "high land" and being the eastern portion of the 453 net acres shown on the sketch prepared by Daniel D. Riddick, Registered Land Surveyor, dated December 24, 1980, and recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 36, page 1855. Additionally, the approximately ten (10) acres of "wetlands" at the easternmost end of said property shall be included.

(portion plat by Robert H. Lackey,)
(RLS, dated May 30, 1996)





LOCATION MAP
SCALE: 1 INCH = 1 MILE

460.5 ACRES - TOTAL
LESS 7.5 ACRES - ROAD S. 28.12
RIGHT-OF-WAY
453.0 ACRES ± NET.

SKETCH PREPARED FOR
MULBERRY RESOURCES, INC.

LOCATED SOUTH OF CAMDEN
Kershaw County - South Carolina
SCALE: 1 INCH = 400 FT. - DECEMBER 12, 1980
DANIEL RIDDICK & ASSOCIATES, INC.
Daniel Riddick DANIEL RIDDICK, P.E.

REFERENCE: Kershaw County Aerial Photographs
NO. 299 & 314

NOT A FIELD SURVEY. COMPILED FROM PLATS
INDICATED.

ACREAGE CALCULATION BY PLANIMETER

