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FILED FOR RECORD
OCONEE COUNTY
S.C.

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Grantee's Address: SEP 27 1 15 PM '89 10 Letam Lane
Walthalla SC 29681

STATE OF SOUTH CAROLINA SALLIE G. SMITH
COUNTY OF OCONEE CLERK OF COURTTITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that we, ALAN D. BOGGS, CARL D. BOGGS AND NELL B. PRINGLE,

in the state aforesaid, for and in consideration of the sum of Five Dollars (\$5.00) and the premises to us paid by CAPTAIN'S COVE PROPERTY OWNER'S ASSOCIATION ("The Association") in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released unto the said:

CAPTAIN'S COVE PROPERTY OWNER'S ASSOCIATION, its successors and assigns:

All that certain piece, parcel or lot of land situate, lying and being in Keowee School District, Oconee County, South Carolina, known as CAPTAIN'S COVE, (formerly Boggs' Subdivision), containing 1.51 acres, more or less, as shown by plat of Michael L. Henderson, RLS, dated January 26 1989, and recorded in Plat Book P-57, page 233, records of the Clerk of Court of Oconee County, South Carolina. For a more specific description of said property, reference to said plat is hereby invited.

This being a portion of the property conveyed to Alan D. Boggs, Carl D. Boggs and Nell B. Bass (now Nellie Bass Pringle) by deed of record in Deed Book 10-L, page 191, records of Oconee County, South Carolina.

The elevation below 810 feet contour is reserved for flood easement and a right-of-way for ingress and egress by Crescent Land & Timber Corporation. See deed recorded in Deed Book 9-Y, page 222, records of Oconee County, South Carolina.

THE GRANTORS herein disclaim any and all damages which have occurred or could occur by reason of surface water damage.

It is mutually understood and agreed that this conveyance is made subject to the following protective covenants and restrictions which are to be binding on the Grantors and the Grantees and their successors in title forever, running with the land:

1. A boat ramp has been constructed on the property which is the subject of this conveyance which is to be owned by The

Recorded this 27 day of Sep A.D. 19 89
Book 591 Page 148 and certified
Sallie G. Smith
Clerk of Court
Oconee County, S.C.

5.00
5.00
Plat

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Association and used by members of The Association in accordance with the By-Laws of The Association and as set forth in this Conveyance.

2. Only property owners who hold property by virtue of a conveyance of the grantors, either directly or indirectly, may be members of The Association.

3. Grantors reserve the right to enter or cross property, the right to install and maintain underground utilities across the property with the right of ingress and egress for that purpose and may grant an easement to a public utility company for this purpose.

4. A gate shall be installed at the entrance to the property, which shall be equipped with a lock. The gate shall be locked at all times except when opened when a member opens the gate to launch or retrieve a boat or make other authorized use thereof.

5. The boat ramp shall be maintained in good repair. No condition shall be allowed to exist on the property which shall constitute a hazard. If a hazard exists on the property, any member of The Association may, but is not obligated to, notify the Board of Directors and if the condition is not cured within 30 days, the member may remove or cure the condition and shall be entitled to recover any out-of-pocket costs which he shall have incurred. No member shall incur any greater liability for any injury to person or property on account of this provision.

6. Only members of The Association shall be allowed to use the property and boat ramp, anyone who uses the boat ramp shall pay annual dues as assessed by the Board of Directors of the Association annually. Initial dues shall be \$50.00 for the first year payable upon notification that the property is useable.

7. The property shall revert to grantors, or their heirs and assigns if The Association ceases to exist or the property is abandoned or the boat ramp deteriorates so that it is no longer usable or it has not been used for a period in excess of one year.

8. No temporary structures or mobile homes may be placed on property.

9. Duke Power Company shall have the right to enter upon the property for all lawful purposes.

10. No person may use the property unless a member of The Association is present. Member of The Association includes members of the immediate family of any member.

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11. No person shall at any time engage in unlawful, or obnoxious activities nor shall any person use loud or profane language or otherwise create noise which disturbs the land owners in the vicinity. No person shall at any time engage in any activity which constitutes a nuisance.

12. No dumping of trash, garbage or refuse shall at any time be permitted. The Association shall at all time maintain a suitable garbage receptacle on the property for the disposal of refuse and shall insure that such receptacle is emptied on a regular basis.

13. No motorized vehicles or bicycles to be ridden on property other than for purposes of transporting boat to ramp or parking in designated area.

14. Grantors shall not be liable for any injury sustained by any member or any other person whatsoever. All activities on the property shall be the risk of the individual engaging in such activity.

15. Grantor reserves the right to enter upon the property and cut and/or remove unsightly brush, trees, vines, weeds, grass or other unsightly plant growth.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said CAPTAIN'S COVE PROPERTY OWNER'S ASSOCIATION, its successors and assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said CAPTAIN'S COVE PROPERTY OWNER'S ASSOCIATION, its successors and assigns, against us and our Heirs, Successors and Assigns.

Recorded this 29

day of Sept 1981

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Fee
K. F. Williams

Auditor
Oconee County, S. C.

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WITNESS our Hand(s) and Seal(s) this ___ day of July in the year of our Lord one thousand nine hundred and eighty-nine and in the two hundred fourteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of:

Karen D. Baumgardner

Sue W. Ledford

Bail S. Danbury

Judith L. Smith

Christine E. Weaver

Jerry K. Cicchetti

Alan D. Boggs (SEAL)
Alan D. Boggs

Carl D. Boggs (SEAL)
Carl D. Boggs

Nell B. Pringle (SEAL)
Nell B. Pringle

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Alan D. Boggs sign, seal and as his act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that (s)he with other subscribed witness witnessed the execution thereof.

Sworn to before me this 8
day of August, 1989.

Karen D. Baumgardner

Sue W. Ledford (L.S.)
Notary Public of S.C.
My commission expires 12-15-90

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STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) - PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named CARL D. BOGGS sign, seal and as his act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that (s)he with other subscribed witness witnessed the execution thereof.

Sworn to before me this 1st
day of August, 1989.

Judith S. Smith

Dale S. Jarboey (L.S.)
Notary Public of S.C.
My commission expires 6/29/97.

STATE OF NORTH CAROLINA)
COUNTY OF NEW HANOVER) PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named NELL B. PRINGLE sign, seal and as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that (s)he with other subscribed witness witnessed the execution thereof.

Sworn to before me this 4th
day of Aug, 1989.

Jessie D. Ricotta

Carol E. McDon (L.S.)
Notary Public of N.C.
My commission expires 8-25-93.