

BOOK 1149 PAGE 211

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

CRAGGMORE POINTE

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
200 MAY -3 P 3 31

DRAWN BY AND MAIL TO:
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Craggmore Pointe

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2001 MAY -3 P 331

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 3rd day of MAY, 2001, by CRESCENT COMMUNITIES S.C., LLC, a Delaware limited liability company, hereinafter referred to as "Declarant". All capitalized terms used herein shall have the meanings set forth in Article 1, or elsewhere in this Declaration.

STATEMENT OF PURPOSE

Declarant is the developer and owner of certain property located in Oconee County, South Carolina, which is more particularly described on that certain map recorded in Map Book AB13, Page(s) 1-4, in the Office of the Clerk of Court for Oconee County. Declarant desires to provide for the creation on the property shown on that map a residential community of single-family residences to be named CRAGGMORE POINTE (the "Development").

Declarant desires to insure the attractiveness of the Development, to prevent any future impairment thereof, to prevent nuisances and enhance the value and amenities of all properties within the Development. Furthermore, Declarant desires to provide for the construction, maintenance and upkeep of two (2) separate Private Roads over the Private Road Easements (as herein defined), which separate Private Roads will be for the common use and benefit of the respective Private Road Lot Owners. Declarant further desires to provide for a system whereby the Private Road Lot Owner (as here defined) will pay for the maintenance and upkeep of their respective Private Roads and Private Road Easements.

Declarant also desires to provide for the construction, maintenance and upkeep of a pier with two (2) boatslips adjacent to Lot 11 for the common use and benefit of the Owners of Lots 11 and 12. In addition, Declarant desires to provide for access to and from these boatslips and pier from Lot 12 by way of a pathway across Lot 11, and to provide for the construction, maintenance and upkeep of this path. Declarant further desires to provide for a system whereby the Owners of Lots 11 and 12 will pay for the maintenance and upkeep of such pier, boatslips, and path.

To these ends, Declarant desires to subject the real property described herein to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said real property and each Owner thereof.

NOW, THEREFORE, Declarant, by this Declaration, does declare that all of the Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the real property described herein and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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ARTICLE I

DEFINITIONS

Section 1. "Additional Property" shall mean and refer to any additional real estate near or contiguous to the Property, including, without limitation, any real property located within four thousand (4,000) feet of any boundary of the Property, which may be made subject to the terms of this Declaration in accordance with the provisions of Article 2, Section 2 of this Declaration.

Section 2. "Declarant" shall mean and refer to Crescent Communities S.C., LLC, and such of its successors and assigns to whom the rights of Declarant hereunder are transferred by written instrument recorded in the Office of the Clerk of Court for Oconee County.

Section 3. "Development" shall mean and refer to Craggmore Pointe, a single-family residential development proposed to be developed on the Property by Declarant.

Section 4. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map.

Section 5. "Map" shall mean and refer to (i) the map of Craggmore Pointe Subdivision recorded in Map Book A813, Page(s) 1-4 in the Office of the Clerk of Court for Oconee County, South Carolina, (ii) any map of Additional Property, and (iii) any revisions of such map or maps recorded in the Office of the Clerk of Court for Oconee County.

Section 6. "Mortgage" shall mean any mortgage or deed of trust constituting a first lien on a Lot.

Section 7. "Mortgagee" shall mean the owner and holder of a Mortgage at the time such term is being applied.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot within the Development, including the Declarant if it owns any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Pier Zone Access Easement" shall mean and refer to the non-exclusive, perpetual easement twenty feet in width identified on the Map as "20' Easement for Lot 12 Pier Zone Access," which is hereby granted to the Owner of Lot 12, that Owner's heirs, successors and assigns for access, ingress, egress and regress between Lot 12 and the Lot 11 and 12-Pier and Boatlips and for any necessary maintenance or upkeep upon that easement. The Pier Zone Access Easement has also been reserved unto the Declarant, its successors and assigns for

access, ingress and egress to and across Lot 11, for the installation of a pier, boatslips and any improvements upon the pier, the boatslips and Pier Zone Access Easement. The Pier Zone Access Easement shall be maintained by the Owners of Lots 11 and 12, as addressed in Article 4, Section 27 of this Declaration.

Section 10. "Lot 11 and 12 Pier and Boatslips" shall mean and refer to those certain boatslips and pier to be constructed adjacent to Lot 11 within the area identified on the Map as "Pier Zone - Lots 11 & 12," and to which the Pier Zone Access Easement will provide access for Lot 12 upon completion, and will be dedicated to the Owners of Lots 11 and 12; all to be maintained by the Owners of Lots 11 and 12, as addressed in Article 4, Section 27 of this Declaration.

Section 11. "Private Road Easements" shall mean and refer to the non-exclusive, perpetual easements forty feet (40') in width identified on the Map as "40' Private Drive R/W and Easement" and "40' Private Road Easement & R/W", which are hereby granted to the Owners of Lots 1 through 7 and 12 through 15 (the "Private Road Lots"), their heirs, successors and assigns for access, ingress, egress and regress to and from such Private Road Lots. The Private Road Easements have also been reserved unto the Declarant, its successors and assigns for access, ingress and egress to the Private Road Lots, for the installation of the Private Roads, and for the installation and maintenance of any utilities and drainage facilities.

Section 12. "Private Roads" shall mean and refer to those certain private roads to be constructed within the Private Road Easements which will provide access to each of the Private Road Lots upon completion, and will be dedicated to the Owners of the Private Road Lots (the "Private Road Lots"), all to be maintained by the Owners of the Private Road Lots whose Private Road Lots front the individual Private Road, as addressed in Article 4, Section 23 of this Declaration.

Section 13. "Property" shall mean and refer to the property shown on the Map, including the Lots and the Private Roads, together with any leasehold interest or easement which the Declarant has or may hereafter acquire in any property adjacent to the Development (including, but not limited to, any leases of any submerged land lying within the bed of Lake Keowee).

Section 14. "Public Road" shall mean and refer to South Craggmore Drive, as shown on the Map which has been accepted for dedication and public maintenance by the Oconee County Public Works Department.

Section 15. "Subdivision" shall mean and refer to Craggmore Pointe Subdivision, as the same is shown on the Map.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Oconee County, South Carolina, and is the Property as defined above and as more particularly described and shown on the Map.

Section 2. Additions to the Property.

(a) Declarant may cause Additional Property to be made subject to the terms and scheme of this Declaration by filing one or more supplemental declarations in the Office of the Clerk of Court for Oconee County, containing a description of the Additional Property and a statement by the Declarant of its intent to extend the operation and effect of this Declaration to the Additional Property. Declarant may, but is not obligated to, also cause common areas and recreational facilities adjacent to the Property, or within, or adjacent to, any Additional Property, to be constructed and made subject to the terms and scheme of this Declaration by the filing of one or more supplemental declarations describing the common area and recreational facilities to be added, and a statement by Declarant of its intent to extend the operation and effect of this Declaration to such common area and recreational facilities; and Declarant may in any such supplementary declaration provide for such common areas and recreational facilities to be owned, operated, repaired, replaced and maintained by an Association for the use and benefit of the Owners, or for the use and benefit of certain Owners to the exclusion of other Owners, and for the expense thereof to be paid by the Owners or such group or groups of Owners as shall be entitled to use such common area and recreational facilities. Notwithstanding the foregoing, the covenants and restrictions established herein as applied to, or imposed upon, the Additional Property may be altered or modified by the filing of one or more supplemental declarations as provided in Subparagraph (b) below.

(b) Any supplemental declaration may contain complementary additions to the covenants and restrictions contained herein as may be necessary in the judgment of the Declarant to reflect the different character of the Additional Property. In no event, however, shall any supplemental declaration revoke or modify the covenants and restrictions contained herein with respect to the Property, nor revoke or modify the covenants and restrictions established by previously filed supplemental declarations, without meeting the requirements for Amendment set forth in Article 5, Section 3 of this Declaration, except as may be otherwise specifically set forth herein.

ARTICLE 3

PRIVATE ROAD PROPERTY RIGHTS

Section 1. Ownership of Private Roads. Declarant does hereby establish, and convey and grant, to the Private Road Lot Owners, the Private Road Easement over the Private Road which their Private Road Lot fronts, to be owned or held and maintained by the Private Road Lot Owners who front a particular Private Road. The Declarant reserves the right to construct the Private Roads as reflected on the Map, for the use and benefit of the Owners who are entitled to the use of such Private Roads as provided in this Declaration. Notwithstanding the recordation of any Map or any other action by Declarant, all Private Roads shall remain private property and shall not be considered as dedicated to the use and benefit of the public.

Section 2. Private Road Lot Owners' Rights to Use and Enjoy Private Roads. Each Private Road Lot Owner shall have the non-exclusive easement and right to use and enjoy the Private Road which their Private Road Lot fronts, and such right shall be appurtenant to and conveyed with title to such Private Road Lot, subject to the following:

- (a) the right of the Declarant to grant utility, drainage and other easements across the Private Roads and within the Private Road Easements;
- (b) the right of the Declarant to restrict the use of certain Private Roads to certain designated Owners as shall be described in this Declaration or any amendments or supplements; and
- (c) the provisions of Article 4 of this Declaration.

Section 3. Delegation of Use. Any Private Road Lot Owner may delegate, in accordance with the Bylaws, the Private Road Lot Owner's right of enjoyment to the Private Roads located thereon to the members of the Private Road Lot Owner's family, his guests or his invitees.

Section 4. Rights in the Private Roads. Each Private Road Lot Owner and the Declarant, its successors and assigns, further shall have and are hereby granted the perpetual, exclusive right to use the Private Roads within the Private Road Easements for the purpose of pedestrian and vehicular access, ingress, egress and regress to and from each Private Road Lot, for installation and maintenance of the Private Roads, drainage facilities and other utilities to serve the Lots. Provided, however, that each Private Road Lot Owner shall only have such rights in relation to that Private Road that their Private Road Lot fronts.

ARTICLE 4
RESTRICTIONS

Section 1. Land Use, Building Type and Residential Restrictions. All Lots in the Subdivision shall be known and described as residential lots and shall be used only for private residential and recreational purposes: No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single family residential dwelling, unless otherwise provided herein, and only one (1) single-family residential dwelling not exceeding two and a half (2½) stories in height above ground shall be erected or permitted to remain upon any Lot. No log cabin (or structure resembling a log cabin, or having the architectural characteristics of a log cabin), mobile home, modular home or shell home may be erected or permitted to remain on any Lot. A private garage (not exceeding three (3) car capacity), outbuildings, fixed piers and floating boat dock facilities incidental to the residential use of the Lot are expressly permitted upon the condition that they are not rented, leased nor otherwise used for remuneration, subject to the other covenants and restrictions contained herein. No detached garage or outbuildings shall at any time be used as a residence. Any ownership or leasing arrangement for a Lot having the characteristics of a vacation time sharing ownership plan, a vacation time sharing lease plan or shared ownership is hereby prohibited. Furthermore, no boat (including a houseboat), whether existing on a Lot or docked at a fixed piers or floating boat dock which is appurtenant to any Property in the Subdivision, may at any time be used as a residence.

Section 2. Dwelling Size. The square footage requirements hereinafter set forth refer to enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios. Any one story dwelling erected upon any Lot shall contain not less than 1600 square feet; any multi-story dwelling shall contain not less than 1800 square feet and the first floor shall contain not less than 1000 square feet.

Section 3. Building Construction and Quality. All buildings and outbuildings erected upon any Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. No single-family residential dwelling with a sales price of less than One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00) (in terms of 2001 dollar value), exclusive of the Lot, shall be permitted on any Lot, unless approved in advance in writing by Declarant. No building shall be erected unless it is completely underpinned with a solid brick, brick or stone-covered block or stucco foundation. The exterior surface of any building shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or exposed concrete or cement blocks. The exterior surface of any garage, outbuilding or appurtenant structure or building erected on or located on any Lot shall be architecturally compatible with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling located on said Lot. All buildings shall have roofs (except for dormers, porches and bay windows) of not less than 6 in 12 pitch and not less than twelve inch (12") overhang, covered with slate, cedar shakes, tile or fiberglass shingles. Tin or rolled roofing material is not permitted. The exterior of all houses and other structures must be

completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities.

Section 4. Temporary Structures; Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot, and no metal, fiberglass, plastic, vinyl or canvas tent, barn, carport, garage, utility building, storage building or other metal, fiberglass, plastic, vinyl or canvas structure shall be placed or erected on any Lot or attached to any residence. Provided, however, that nothing herein shall prohibit Declarant from erecting or moving temporary buildings or trailers onto the Lots owned by Declarant, to be used for storage or for construction or sales offices.

Section 5. Building Setback Lines. No building on any Lot (including any stoops, porches, or decks) shall be erected or permitted to remain within the front (street right-of-way) or side abutting right-of-way (for a corner Lot) building setback lines as noted on the Map. Any Private Road Lot will measure from the edge of pavement to determine the building setback lines. Notwithstanding any rear setback restrictions noted on the Map no building, including stoops, porches or decks (whether attached or unattached) shall be erected or permitted to remain nearer than fifty feet (50') to the rear (waterside) lot line of any Lot adjoining the waters of Lake Keowee. For purposes of this restriction, the waterside lot line shall mean the contour line of Lake Keowee as noted on the Map. Boathouses, piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth in Article 4, Section 21. The foregoing notwithstanding, gazebos or similar minor aesthetic improvements may encroach within the rear setback, including the fifty foot (50') waterside setback, provided that they: (i) are single story; (ii) contain less than one hundred fifty (150) square feet; and (iii) are not enclosed by walls or other surfaces unless such surfaces meet the openness test established for perimeter fencing in Article 4, Section 10. Similarly, front, side or rear entryways which (i) are connected to the residence and (ii) are not covered or enclosed in any manner, may encroach within the front, side, rear, or fifty foot (50') waterside setback.

In the event any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, or impose more stringent requirements, then all buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall conform to said requirements. No masonry mailboxes or other structures or improvements may be constructed or placed within the right-of-way of the Public Road.

Section 6. Minor Setback Violations. In the event of the unintentional violation of any of the building setback covenants set forth above, in the amount of ten percent (10%) or less of the setback covenant in question, Declarant reserves the right, but is not obligated, to waive in writing such violation of the setback covenants upon agreement of the Owner of the Lot upon which the violation occurs and the Owner of any Lot adjoining the violated setback, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation or, if in violation, provided that a variance or other similar approval has been received from the appropriate governmental authority.

Section 7. Combination or Subdivision of Lots. Except as otherwise set forth herein, no Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map. However, a Lot Owner may combine with a portion or all of another contiguous Lot so long as the parcel or parcels which result from such combination do not violate any applicable zoning ordinance or other applicable law or regulation. In the event that two (2) or more Lots are completely combined so as to create one (1) parcel, the resulting parcel shall be considered as one () Lot for the purposes of this Article 4. Furthermore, the Owner of any Lot which combines with all or a portion of a contiguous Lot shall be solely responsible for any costs which may result from such combination, including the costs of relocating any existing easements. Notwithstanding the foregoing, Declarant reserves the right to change the boundaries or dimensions of any Lots still owned by Declarant as may be needed to meet septic system requirements or for any other reason and any Lot or Lots which result from such change by Declarant shall not be liable for any additional costs.

Section 8. Utility Easements. Declarant reserves easements for the installation and maintenance of utilities (electricity, septic system, water, gas, telephone, cable T.V., etc.) and drainage facilities over the front and rear ten feet (10') of each Lot (with the exception of the Lots along the waters of Lake Keowee, which will not have a ten foot [10'] easement over the rear of each such Lot [i.e., waterside]) and seven and a half feet (7.5') in width along each side lot line of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the Map and in other recorded easement documents. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The Owner of each Lot shall maintain that portion of the Lot lying within the easement areas as defined herein and shall maintain any improvements located thereon, except those improvements installed and maintained by a public authority or utility company. Declarant reserves the right to create and impose additional easements over any unsold Lot or Lots for road drainage, utility and entry signage installation purposes by the recording of appropriate instruments, and such easements shall not be construed to invalidate any of these covenants.

Section 9. Stormwater Drainage Easement. Declarant reserves over the Private Roads an easement for drainage of stormwater runoff from the Lots.

Section 10. Fences and Walls. No wooden fence or brick or stone wall may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot. In the case of a corner Lot, no sideyard fence shall be located nearer than the side of the house facing the side street line. No wooden fences or brick or stone walls greater than six feet (6') in height are permitted. Chain link or other metal fencing is not permitted, except that 2" x 4" metal mesh may be used with split rail fencing to contain animals or children within rear or side yards. Perimeter fencing shall not have more than fifty percent (50%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence. A wall constructed of brick or stone and used in lieu of a fence is exempt from the openness test. Provided, however, that the restrictions described in this Section 10 shall not apply to any improvements originally installed by Declarant.

Section 11. Signs. No signs of any kind may be displayed to the public view on any Lot with the following exceptions which may not exceed five (5) square feet in size: (a) one (1) sign (on the Lot only) advertising the Property for sale or rent; (b) one (1) sign on the Lot only used by a builder to advertise the Lot during the construction and sales period; and (c) temporary political signs. These restrictions shall never apply to temporary entry signs or advertising by Declarant, or for sale signs installed by Declarant or its agents prior to the sellout of the Subdivision.

Section 12. Antennas; Satellite Dishes or Discs. No radio or television transmission or reception towers, antenna, satellite dishes or discs shall be erected or maintained on any Lot, except that one (1) dish or disc not exceeding one (1) meter in diameter or diagonal measurement for receiving direct broadcast satellite service ("DBS") or multi-point distribution services ("MDS") may be erected and maintained on each Lot. No roof-mounted antenna, dishes or discs shall be permitted on any Lot if adequate broadcast reception can be obtained without mounting such equipment on the roof of the house; provided, however, that if such roof-mounted equipment is required, no antenna or related structures may be mounted on masts exceeding twelve feet (12') in height above the highest roof line ridge of the house. Any dish, disc, or antenna (with associated mast) shall be reasonably camouflaged and screened from view from Lake Keowee and the Private and Public Roads, and shall not be located in the area between the street right-of-way line and the minimum building setback lines applicable to the Lot. In cases where an antenna wire does not require the use of a mast, such wire must be camouflaged by landscaping or some other means to reduce its visual impact.

Section 13. Lot Maintenance; Trash Disposal. Each Owner shall keep his Lot in a clean and orderly condition and shall keep the improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. No clothes line may be erected or maintained on any Lot. No Lot shall be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on any Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.

Section 14. Off-Road Parking; Off-Water Boat Storage. Each Lot Owner shall provide a concrete or asphalt driveway prior to the occupancy of any dwelling constructed on the Lot which provides space for parking two (2) automobiles off the Private and Public Roads. No truck or commercial vehicle in excess of one-ton load capacity, or any vehicle under repair, wrecked or junked motor vehicle shall be parked upon or permitted to remain on any Lot, Public Road, or Private Roads, or other portion of the Property. No trailer, mobile home, recreational vehicle, camper or boat shall be used as a residence, either temporarily or permanently. No trailer, mobile home, recreational vehicle, camper or boat shall be parked upon or be permitted to remain on any Lot for a period exceeding twenty-four (24) hours unless it is parked off the Private and Public Roads and not within the front or side yard of the Lot. All trucks, trailers, campers, motor homes and recreational vehicles must have a current license plate affixed. All automobiles must have a current license plate affixed and must be parked in a carport, enclosed garage, or on a concrete or asphalt driveway.

Section 15. Sewage Disposal. Every dwelling unit erected on any Lot shall be served by an approved septic system for the disposal of sewage, or connected to a private or public sewage disposal system. All septic systems or other private sewage disposal systems shall be approved by, and constructed and maintained in accordance with all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction. Declarant does not make any representations regarding the future availability of municipal sewer service.

Section 16. Public Water System; No Wells. Declarant shall construct a water system in order to provide water supplies necessary to serve the Subdivision (the "Water System"). All water mains and pipes and other equipment necessary for the operation and maintenance of the Water System shall be located within the Utility Easements described in Article 4, Section 8, or within Public or Private Road rights-of-way. Upon its completion, the Water System and all mains, pipes, equipment and other personal property which is part thereof, shall become the property of the Town of Salem Water Department, a governmental agency duly licensed and operating under the authority granted by the South Carolina Department of Health and Environmental Control. The Water System shall be the sole source of potable water for the Subdivision, and no well may be dug or constructed on any Lot for the purpose of providing domestic water supply.

Section 17. Nuisances. No noxious or offensive trade or activity shall be carried on or upon any Lot or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any residential dwelling or outbuilding with the exception of dogs, cats, or other household pets, which may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. The number of household pets kept or maintained, per Lot, shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.

Section 18. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The exterior of all houses and other structures must be completed within one (1) year from the date of commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities. No construction materials of any kind may be stored within forty-five feet (45') of any Private or Public Road pavement on any Lot. Any damage to the Private or Public Road, sidewalk or any utility system caused by an Owner or any builder shall be repaired by such responsible party. If such responsible party fails to repair such damage, Declarant may (but shall have no obligation to) make or provide for such repairs, and the responsible Owner shall immediately reimburse the Declarant for its out of pocket expenses in making such repairs. The Owner of each Lot and any builders shall at all times keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of improvements on the Lots, the Private Roads, and the Public

Road. Declarant may (but shall have not obligation to) provide for the cleaning of public and private areas due to the activities of the responsible party and may assess the responsible party a reasonable charge not to exceed the actual cost for such cleaning. Declarant and each Owner or builder shall, consistent with standard construction practices, keep all portions of the Lots, Public Road, and Private Roads free of unsightly construction debris and shall at all times during construction either provide dumpsites for the containment of garbage, trash or other debris which is occasioned by construction of improvements on a Lot, or take other measures consistent with standard construction practices necessary to keep the Lot, Public Road, and Private Roads free of such garbage, trash, or other debris. Each Owner and any Owner's builder and each Owner shall be responsible for erosion control protection during any earth-disturbing operation, as required by any applicable law.

Section 19. Removal of Trees and Other Vegetation. All trees, shrubs and ground cover within the fifty foot (50') waterfront setback shown on the Map are considered to be "protected" vegetation in that cutting and clearing generally is not permitted therein without the prior written consent of Declarant or the Board of Directors. The practical exceptions to this rule are that dead or diseased trees may be removed and poisonous plants may be removed, underbrush may be selectively cleared, understory may be thinned to provide better views, individual trees may be limbed up, and ground covers may be planted.

"Mature trees" inside the fifty foot (50') waterfront setback as shown on the Map may not be cut down or otherwise removed without the specific written approval of the Declarant. "Mature trees" for purposes of this Declaration shall mean all evergreen or deciduous trees with a caliper of four inches (4") or greater.

Furthermore, in the event that trees, shrubs or ground cover are completely removed (as opposed to thinned) in connection with the improvement of any Lot, such cleared portions of the Lot shall be covered with grass or shall be landscaped with plants, shrubs, trees, mulch, wood chips, pine needles and/or similar landscaping improvements. However, grass can not be planted inside buffer area.

Declarant hereby reserves the right and easement benefiting Declarant to go upon any Lot or other portion of the property to replant or order the replanting of any trees, shrubs or other vegetation removed within the Subdivision in violation of the terms of this Section 19. Should Declarant exercise its easement rights pursuant to the terms of this Section 19, the Owner of the nonconforming Lot shall reimburse Declarant (as applicable) within five (5) business days following the submission of an invoice for any costs or expenses incurred by Declarant. The exercise or nonexercise of the easement rights contained in this Section 19 shall be subject to the discretion of Declarant and Declarant shall not have the obligation to exercise such rights.

Section 20. Marine Toilets. No water craft equipped with a marine toilet having a fixed or portable holding tank, or a through hull or overboard discharge toilet, shall be permitted at any Lot Owner's docks or piers.

Section 21. Docks, Piers and Boat Houses. Duke Energy Corporation controls access to, use of, and water levels in Lake Keowee. Any Owner must receive permission from Duke

Energy Corporation (or a successor manager of Lake Keowee under authority from the Federal Energy Regulatory Commission ["FERC"]) prior to placing or constructing any pier, structure or other improvement within or upon, or conducting any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of Lake Keowee. Declarant makes no oral, express or implied representation or commitment as to the likelihood of any Owner obtaining such permission, nor as to the continued existence, purity, depth or levels of water in Lake Keowee, and Declarant shall have no liability with respect to these matters. Construction of any such improvements is also subject to the recorded restrictions and easements affecting the Lot.

Subject to the foregoing and to the other provisions of this Declaration, the Owner of any Lot adjoining the waters of Lake Keowee (except for Lot 12, which is to share a Pier Zone with Lot 11) may construct one (1) pier, provided that such Lot is not located in an area where the narrowness of a cove precludes construction of a dock or pier as determined by Duke Energy Corporation and/or any governmental entity having jurisdiction at the time such improvements are to be constructed. Any waterfront improvement shall have a low profile and open design to minimize obstruction of neighbors' views. Enclosed docks or boat houses will not be allowed either on the water or within the fifty foot (50) waterfront setback. Roof-covered docks are allowed provided that such docks are one level, do not exceed more than twenty-five feet (25') in height and are not enclosed. Two-level or multi-level docks are not permitted.

The placement, construction, or use of any pier, dock, boatslip structures or other improvements within or upon, or the conducting of any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of Lake Keowee, is and shall be subject to each of the following:

- (i) all laws, statutes, ordinances and regulations of all Federal, State and local governmental bodies having jurisdiction thereof, including without limitation FERC; and
- (ii) rules and regulations, privileges and easements affecting the Property and the waters and submerged land of Lake Keowee established by Duke Energy Corporation, its successors and assigns. (Duke Energy Corporation is the manager of Lake Keowee under authority granted by FERC; its current management plan runs through August 31, 2016. As manager of Lake Keowee, Duke Energy Corporation controls access to, and the use and level of, the waters of Lake Keowee. All Owners, the Declarant and any builders must receive permission from Duke Energy Corporation [or a successor manager of Lake Keowee, under authority from FERC] prior to any alterations therein, including the construction and continued use and maintenance of any dock, pier, or boatslip); and

No Owner of any Lot which adjoins the waters of Lake Keowee shall construct a pier of any kind, boat mooring or any other structure outside the Pier Zone designated on the Map applicable to such Lot.

Section 22. Boat Ramps. No boat ramps of any kind shall be permitted on any Lot, and no boat shall be placed in (or removed from) the waters of Lake Keowee from any Lot, provided however, small watercraft such as canoes, dinghies, and jet skis may be launched from any Lot if launched without a ramp. All other watercraft shall be launched at a public boat ramp outside the Subdivision.

Section 23. Private Road Maintenance. The Private Roads shall be maintained and periodically repaired, as needed, by the Owners of such Private Road Lots that front each respective Private Road (Lots 1 through 7 front one Private Road, while Lots 12 through 15 front the other). Each group of Private Road Lot Owners shall meet from time to time to agree upon service work to be performed on the Private Road which their Private Road Lots front. Any Private Road Lot Owner may call a meeting by mailing written notice to each Private Road Lot Owner's residence, whose Private Road Lot fronts the same Private Road, at least thirty (30) days prior to the meeting, which notice specifies that a vote may be taken regarding maintenance and repair of the Private Road which the Private Road Lots front. Failure to notify every such Private Road Lot Owner of the meeting in the manner prescribed above shall invalidate any vote taken at such meeting unless all such Private Road Lot Owners attended the meeting in person or by proxy. A validly called meeting may be conducted by telephone or other convenient method. There shall be one (1) vote appurtenant to each Private Road Lot owned and any repair or maintenance of the Private Roads which is approved by a majority of the votes cast, in person or by proxy, at a validly called meeting shall be considered "Approved Maintenance." The cost of all Approved Maintenance shall be divided equally among the Private Road Lot Owners in proportion to the number of Lots fronting the Private Road to be repaired or maintained which each of the Private Road Lot Owners own.

Each Private Road Lot Owner shall be obligated for its share of the cost of all Approved Maintenance, the payment of which is enforceable by any Private Road Lot Owner who fronts the same Private Road. A lien is hereby established on the Private Road Lots for the purpose of enforcing the obligations of any Private Road Lot Owner who fails to pay that Private Road Lot Owner's share of the cost of the Approved Maintenance of such Private Road(s). If a Private Road Lot Owner fails to pay his or her share of the costs of the Approved Maintenance, the defaulting Private Road Lot Owner shall pay interest accruing thereon at the lower of: (i) eighteen percent (18%) per annum or; (ii) the maximum rate allowed by law. Additionally, if any Private Road Lot Owner is required to employ an attorney to collect the obligations hereunder from a defaulting Private Road Lot Owner or enforce the lien hereunder against a defaulting Private Road Lot Owner, such Private Road Lot Owner shall be reimbursed by the defaulting Private Road Lot Owner for all reasonable attorneys' fees and court costs incurred with respect thereto.

Except as otherwise expressly set forth herein, each of the Private Roads may only be used by Owners of Private Road Lots fronting that Private Road, their families, guests or invitees.

Section 24. Private Road Easements. Declarant specifically establishes, reserves, and grants to the Owners of the Private Road Lots and Declarant, its heirs, successors and assigns, non-exclusive, perpetual easements over the Private Road Easements and the Private Roads, in

the widths and in the locations shown on the Map; for the purpose of pedestrian and vehicular access, ingress and egress to the Lots and Common Areas, and for the installation and maintenance of paved roadways and of utilities and drainage facilities. Provided, however, that each Private Road Lot Owner shall only have such rights in relation to that Private Road that the Private Road Lot fronts. Within the Private Roads, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the roadways located therein or the other utilities or drainage facilities installed therein.

Section 25. Rights of Duke Energy Corporation. Duke Energy Corporation has certain privileges and easements affecting the Development which include the right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of Lake Keowee and its tributaries upon and over the Development, as more specifically described in the deed from Duke Energy Corporation to the Declarant (or Declarant's predecessor[s] in title).

Section 26. Non-waiver. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision contained herein or referred to herein shall be held to be a waiver by that party of any right available to the party upon the recurrence or continuance of said violation or the occurrence of a different violation.

Section 27. Lot 11 and 12 Pier and Boatslips and Pier Zone Access Easement Maintenance. The Lot 11 and 12 Pier and Boatslips and Pier Zone Access Easement (collectively the "Multi Lot Boatslip Area") shall be maintained and periodically repaired, as needed, by the Owners of Lots 11 and 12. The Owners of Lots 11 and 12 shall meet from time to time to agree upon service work to be performed on the Multi Lot Boatslip Area. Either Owner of Lots 11 and 12 may call a meeting by mailing written notice to the other Owner's residence at least thirty (30) days prior to the meeting, which notice specifies that a vote may be taken regarding maintenance and repair of the Multi Lot Boatslip Area. Failure to notify the other Owner of the meeting in the manner prescribed above shall invalidate any vote taken at such meeting unless both Owners attended the meeting in person or by proxy. A validly called meeting may be conducted by telephone or other convenient method. There shall be one (1) vote appurtenant to Lot 11 and one (1) vote appurtenant to Lot 12. Any repair or maintenance of the Multi Lot Boatslip Area which is approved by a majority of the votes cast, in person or by proxy, at a validly called meeting shall be considered "Approved Maintenance." The cost of all Approved Maintenance shall be divided equally between the Owners of Lots 11 and 12.

In the event of a tie vote either Owner shall have the option to bring this dispute to binding arbitration in accordance with this Section 27 upon written notice to the other Owner within thirty (30) days of the last vote. The case shall then be submitted to arbitration in accordance with the following:

(a) The Owners of Lots 11 and 12 shall jointly appoint a single arbitrator who shall by profession be a licensed attorney in the State of South Carolina whose practice has specialized in commercial real estate for the prior fifteen (15) years, which attorney shall not, nor shall his/her firm (or any prior firm of which the attorney was formerly associated), have ever represented either Owner. If the Owners of Lots 11 and 12 are unable to agree upon and appoint

an arbitrator, then the appointment of the arbitrator shall be made by the presiding Judge of the Superior Court for the district in which the Property is located, or, if he or she refuses to act, by any judge having jurisdiction over the parties.

(b) Each party shall place in sealed envelope its final offer to settle the matter(s) at issue in the vote. The determination of the arbitrator shall be limited solely to the issue of whether the Owner of Lot 11 or 12's settlement offer is the most appropriate as determined by the arbitrator. The arbitrator may hold such hearings and require such briefs as the arbitrator, in his or her sole discretion, determines as necessary.

(c) The arbitrator shall, within thirty (30) days after his or her appointment, reach a decision as to whether the Owner of Lot 11 or 12's settlement offer is more appropriate, and shall notify both Owners of such determination. The determination of the arbitrator shall be final and binding upon both Owners. The costs of arbitration, including reasonable attorneys' fees, shall be paid by the non-prevailing party as determined by the arbitrator.

The Owners of Lots 11 and 12 shall each be obligated for their share of the cost of all Approved Maintenance, the payment of which is enforceable by either Owner. A lien is hereby established on Lots 11 and 12 for the purpose of enforcing the obligations of either Owner who fails to pay that Owner's share of the cost of the Approved Maintenance of such Multi Lot Boatslip Area. If either Owner fails to pay his or her share of the costs of the Approved Maintenance, the defaulting Owner shall pay interest accruing thereon at the lower of: (i) eighteen percent (18%) per annum or; (ii) the maximum rate allowed by law. Additionally, if either Owner is required to employ an attorney to collect the obligations hereunder from the defaulting Owner or enforce the lien hereunder against the defaulting Owner, such Owner shall be reimbursed by the defaulting Owner for all reasonable attorneys' fees and court costs incurred with respect thereto.

Except as otherwise expressly set forth herein, the Multi Lot Boatslip Area may only be used by Owners of Lots 11 and 12, their families, guests or invitees.

The Owners of Lot 11 and Lot 12 shall each maintain casualty and liability insurance with respect to the Multi Lot Boatslip area. At their option, such insurance may be maintained by such owners as a single policy, with the cost thereof to be shared equally as Approved Maintenance.

The amount of casualty insurance coverage shall be such that the total of all such coverages is at least equal to the replacement cost of the Lot 11 and Lot 12 Pier and Boatslips. The amount of liability coverage shall be such amount as reasonable and customary for similar facilities. Upon the request of either Owner, the other Owner shall furnish evidence of such coverage.

Section 28. Pier Zone Access Easement: Ownership of Pier and Boatslips Declarant specifically establishes, reserves, and grants to the Owner of Lot 12 and Declarant, its heirs, successors and assigns, non-exclusive, perpetual easements over the Pier Zone Access Easement and the Lot 11 and 12 Pier and Boatslips, in the widths and in the locations shown on the Map,

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for the purpose of pedestrian access, ingress and egress between Lot 12 and the Lot 11 and 12 Pier and Boatslips, for the maintenance of improvements and landscaping within the Multi Lot Boatslip Area, and for the use of the Lot 11 and 12 Pier and Boatslips. The right to use the Pier and one of the two Boatslips shall be transferred to the Owners of Lot 11 and Lot 12 by the deeds from Declarant to such Owners. Following such initial conveyance, the right to use such Boatslips shall be transferred upon each subsequent conveyance of such lots. In no event shall the request to use the Lot 11 and Lot 12 Pier and Boatslips ever be transferred to any party other than the Owners of Lot 11 and Lot 1. No structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the pathway located upon the Pier Zone Access Easement or the Lot 11 and 12 Pier and Boatslips. In addition, no structure or other materials shall be placed or permitted to remain which may interfere with the use of any portion of the Multi Lot Boatslip Area or cause damage to any portion thereof.

ARTICLE 5

GENERAL PROVISIONS

Section 1. Enforcement. Declarant, being the developer of other subdivisions in the area of the Subdivision, wishes to maintain a high standard in the appearance and quality of the Subdivision. Though damages would be difficult to measure, the failure of the Owners to abide by the terms, covenants and restrictions contained in this Declaration would result in irreparable damage to Declarant and its reputation. Accordingly, Declarant, during the term of this Declaration as set forth in Article 5, Section 4, any Owner or Owners, shall have the right, but not the obligation, to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, condition, covenant, reservation, lien or charge, either to restrain violation thereof or to recover damages therefor.

In addition, the Owners hereby covenant and agree that they shall exercise their power of enforcement hereunder in order to maintain a first class subdivision in appearance and quality, and that they shall, upon the request of Declarant, enforce any restriction, condition, covenant or reservation contained in this Declaration deemed by Declarant, in its sole discretion, to have been violated, using all remedies available to them at law or in equity. Failure by Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant hereby reserves the right and easement, but not the obligation, to go upon any portion of Private Road Easements at any time in order to repair and maintain such Private Road Easements where needed, in Declarant's sole discretion, to bring such Private Road Easements within the standards required by Declarant. Should Declarant go upon the Private Road Easements to perform maintenance and/or repairs for such purpose, the Private Road Lot Owners agree to reimburse Declarant in full for such maintenance and/or repairs of the Private Road Easements which their Private Road Lots front, upon receipt of a statement of such costs by Declarant.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions, and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by a majority of the Owners; provided, however, that such amendment must be consented to by Declarant so long as Declarant is the Owner of any Lot in the Development or of any Additional Property. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Notwithstanding the foregoing, the consent of a majority of the Owners of Lots, plus the written consent of the Declarant, shall be required to reduce the land in the Development, to withdraw any portion of the Property from the requirements of this Declaration, or to restrict or revoke Declarant's right of enforcement as provided for in Article 5, Section 1 of the Declaration.

Notwithstanding the foregoing, no such consent shall be required for any addition or amendment which Declarant is authorized to make under other Sections of this Declaration, including without limitation Article 2, Section 2.

Notwithstanding anything in this Section 3 to the contrary, Declarant may, at Declarant's option, amend this Declaration without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause this Declaration to comply with the requirements of FHA, VA, the Federal National Mortgage Association or other similar agency. Declarant, without obtaining the approval of any other person or entity, may also make amendments or modifications hereto which are correctional in nature only and do not involve a change which materially adversely affects the rights, duties or obligations specified herein.

Section 4. Term. The covenants and restrictions of this Declaration are to run with the land (unless otherwise specified herein) and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded; after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots, plus Declarant, has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. Provided, however, that the residential use restrictions set forth in Article 4, Section 1 of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them in perpetuity.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, all the day and year first above written.

CRESCENT COMMUNITIES S.C., LLC
a Delaware limited liability company

WITNESSES:

Harold Brown
First Witness

Debbie Bauer
Second Witness

By: [Signature]
Sr. Vice - President

ATTEST:
[Signature]
Assistant Secretary



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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Personally appeared before me, Harold Boone (First Witness) and made oath that he/she saw the within named Crescent Communities S.C., LLC by Stephen M. Schreiner its Senior Vice President and James L. Page its Assistant Secretary Sign, Seal, and as the Corporate Act and Deed, deliver the within written instrument; and that he/she with Debbie J. Bauer (Second Witness) witnessed the execution thereof and saw the corporate seal thereto affixed.

Sworn to before me this twelfth day of April 2001
Debbie J. Bauer (S.)
Notary Public for North Carolina

Harold Boone
First Witness

My Commission Expires: July 15, 2001

[SEAL]



FILED FOR RECORD
MECKLENBURG COUNTY, S.C.
REGISTER OF DEEDS
2001 MAY -3 P 3 31