

14-T Pg 433

RECORDED
ROY D. HARDEN
MAY 28 1982
CLERK OF COURT
OCONEE COUNTY, S. C.

STATE OF SOUTH CAROLINA } COVENANTS AND RESTRICTIONS
COUNTY OF OCONEE } FAIRVIEW SHORES SUBDIVISION

WHEREAS, Lou Ellen Martin, formerly known as Lou Ellen M. Murgo, is the owner of property in the Fairview School District of Oconee County, South Carolina, as shown on a plat of FAIRVIEW SHORES made by Hayne R. Garland of Landmark Surveys, dated April 16, 1982, and recorded in Plat Book P-41, at page 110, records of Oconee County, South Carolina, and desires to develop said property as a residential subdivision in accordance with a uniform scheme of development.

NOW, THEREFORE, for and in consideration of the foregoing and of the covenants and conditions and the benefits inuring therefrom to present and future owners of lots in said subdivision, the undersigned, Lou Ellen Martin, formerly known as Lou Ellen M. Murgo, on behalf of herself, her heirs, assigns, executors, and administrators, does hereby impose the following covenants and conditions on all lots shown on the aforementioned recorded plat of Fairview Shores, to-wit:

1. These lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on said lots other than one (1) detached single family dwelling, a private garage, and other appurtenant buildings, and one (1) swimming pool including dressing area. Any appurtenant building shall be constructed of the similar or same material as the dwelling.

2. Any dwelling shall be constructed with the use of high quality materials and workmanship to insure that no such dwelling will present an unsightly appearance, and any dwelling shall have minimum ground floor area of the same structure exclusive of open porches and garage of not less than fourteen hundred (1400) square feet for a one (1) story dwelling nor less than sixteen hundred

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(1600) square feet for a dwelling of more than one (1) story exclusive of finished or unfinished basement; provided, however, that a dwelling of more than one (1) story shall have a minimum ground floor area of not less than eight hundred (800) square feet.

3. No building shall be located on said lots nearer than forty (40) feet to the front lot line nor nearer than ten (10) feet to any interior lot line.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side five (5) feet of said lots.

5. No noxious or offensive trade or activity shall be carried on upon said lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, trailer, mobile home, double-wide mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on said lots at any time as a residence, either temporarily or permanently. Any storage house built on said lots must conform to materials used in the residence and be properly landscaped.

7. No signs or advertising displays other than the advertising for the sale of the home on said lots and/or the lots themselves, or signs in connection therewith or incidental thereto.

8. No oil or mining operations shall be conducted on said lots. Owner will retain one-half (1/2) of the oil and mineral rights.

9. No garbage or refuse shall be dumped or otherwise placed or disposed of on said lots.

10. All sewage disposal, until, when and if, city, county, or similar public sanitary sewerage lines shall be available, shall be by individual septic tanks inspected and approved by the State Board of Health of South Carolina.

11. No trucks, tractors, buses or tractor trailers may be parked on said lots or on said access roadway..

12. No lot shall be resubdivided in any manner whatsoever.

13. The only animals that may be kept or permitted to be kept on the premises shall be domestic dogs, cats and other domestic household pets; provided, however, no such animals shall be kept and bred for commercial purposes on said premises.

14. Completion of construction, once commenced, shall be completed in one (1) year.

15. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After which time, said covenants shall automatically be extended for successive period of ten (10) years.

Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, Lou Ellen Martin, formerly known as Lou Ellen M. Margo, has caused these Covenants and Restrictions to be executed this 3rd day of May, 1982.

IN THE PRESENCE OF:

Wanda R Brown
Christa Johnson

Lou Ellen Martin (SEAL)
Lou Ellen Martin, formerly known as Lou Ellen M. Margo

STATE OF FLORIDA

COUNTY OF Broward

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Lou Ellen Martin, formerly known as Lou Ellen M. Margo, sign, seal and as her act and deed deliver the within instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 3rd day of May, 1982.
Carmen Hernandez
Notary Public of Florida
My Commission Expires _____
AFFIX NOTARY SEAL

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 12 27 1985
BONDED UNDER GENERAL LMG, 11-2-81(1)(2)

Wanda R Brown
W. R. BROWN

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Recorded on 28 day of May
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Page 433 and Derivatives
W. J. & M. J. Hall
C.C.A.E.A.A.
Deputy County, E. A.

Recorded this 28
day of May 1982
Book P Page M. 10
Fee \$
W. J. Williamson
Auditor
Deputy County, S. C.

ROY S. HARRIS
CLERK OF COURT
CLERK COUNTY, S. C.
MAY 28 10 43 AM '82

BOOK 1034 PAGE 0171

DRW
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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS
"KNOX POINT" SUBDIVISION

LAW OFFICES DERRICK, RITTER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, SENECA, SOUTH CAROLINA 29683

WHEREAS, John H. Knox, Jr., Brenda K. Stasney and Patricia K. Bolt are the owners and developers of a tract of real property located in Oconee County, South Carolina, which has been subdivided into residential lots designated as Lot One-A (1-A) and Lots Number One (1) through Five (5), inclusive, in a development to be hereafter known and designated as "KNOX POINT SUBDIVISION", according to a plat of survey thereof by Jerry E. Byrd, PLS #8097, recorded in Plat Book 1683, page 7, in the office of the Clerk of Court of Oconee County; and

WHEREAS, the said Owners and Developers, believing it to be in the best interests of all present and future owners of lots within this Subdivision, now desire to impose certain protective covenants and restrictions as to the use of such lots, and to reserve certain easements for utilities, roadways or amenities for the use and benefit of all owners of lots therein;

NOW THEREFORE, the Undersigned JOHN H. KNOX, JR., BRENDA K. STASNEY and PATRICIA K. BOLT hereby reserve the following Easements and adopt the following Protective Covenants and Restrictions for KNOX POINT SUBDIVISION, as follows, to wit:

I. COVENANTS, RESTRICTIONS, EASEMENTS: All lots in this Subdivision shall be held, used, conveyed, transferred and sold subject to the within restrictions, covenants, reservations and easements. The same shall be binding upon all parties or persons claiming under the Undersigned, and shall run with the land, for a period of twenty-five (25) years next following the date hereof, after which the same shall be automatically extended for successive periods of twenty-five (25) years each unless an instrument in writing by a majority of the then-owners of lots in this Subdivision shall be recorded agreeing to change the same in whole or in part. Except as provided herein, no lot may be used or occupied, and no structure built within this Subdivision except in conformance with the following:

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT
1999 JUN - 2 P 11:51

Recording this 3 day of June 1999
Book 99 Page 402578
Fee
R. F. Williams
Auditors Oconee County, S.C.

1 ANY OFFICES DERRICK, RITTER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, SENECA, SOUTH CAROLINA 29679

1. No professional office, business, trade or commercial activity of any kind may be conducted in any building or upon any lot or upon any portion of any lot. No structure of a temporary nature, including but not limited to a trailer, mobile home, modular or prefabricated home, basement, tent, shack, garage, barn or other outbuilding, may be used as a residence on any lot. No temporary building of any kind will be allowed on any lot, unless incidental to the construction of a permanent dwelling on any lot, in which event such building must be removed upon completion of the construction work.

2. All lots shall be used for residential purposes, only, and no building may be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, which shall not exceed two and one-half (2-1/2) stories in height above ground level and a private garage (not exceeding three-car capacity), outbuildings, fixed piers and floating dock facilities incidental to the single family residential use of the lot. No detached garage or outbuilding shall at any time be used as a residence.

3. All buildings and outbuildings erected upon any lot or upon the property shall be constructed of new materials of good grade, quality and appearance, and shall be constructed in a proper, workmanlike manner. The exterior surface of any building may not be asbestos shingle siding, imitation brick or stone roll siding, nor exposed concrete or cement blocks. The exterior surface of the dwelling facing the street must be of brick, stone, wood, stucco, vinyl siding, or a combination of these materials. Exterior surface of any garage or outbuilding or appurtenant structure or building erected on or located on any lot shall be esthetically compatible with and of material and construction comparable in cost and design to the exterior surface of the dwelling located on the lot. All buildings shall have a solid perimeter foundation of poured concrete, brick or concrete block. No concrete block or concrete brick may be used in construction of any dwelling which may be visible from the exterior after grading has been completed.

4. The ground floor area of the main structure of any dwelling constructed upon any lot shall contain not less than fourteen hundred (1,400) square feet of enclosed and heated floor space, exclusive of open porches, garages, decks and basements.

LAW OFFICES DERRICK, RITTER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, SENECA, SOUTH CAROLINA 29076

5. No dwelling of a value of less than one hundred twenty thousand (\$120,000) dollars, based on building costs as of January 1, 1999, shall be permitted on any lot, it being the intent and purpose of this covenant that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of recording of this Agreement, at the minimum cost stated herein for the minimum dwelling size.

6. No building or structure of any kind may be located nearer than thirty (30') feet to the front lot line of any lot nor nearer than ten (10) feet to any side lot line. The rear set-back for all waterfront lots shall be fifty (50') feet from the shoreline of Lake Keowee, determined at a water level elevation of eight hundred (800') feet above mean sea level, USGS datum; PROVIDED, HOWEVER, piers and dock facilities on Lake Keowee are exempt from the rear setback restrictions.

7. No lot in this Subdivision may be resubdivided into smaller lots. There shall be no more than one main dwelling located on any lot of this Subdivision. Should the owner of one lot acquire an adjoining lot, the aggregate shall be considered as one lot for purposes of these covenants and subject to the provisions of this paragraph.

8. All construction commenced on any lot must be completed within twelve (12) months after construction is begun.

9. No signs or bulletin board will be permitted on any lot except when used in connection with the sale of a lot or when used by contractors during the actual construction of a dwelling upon any lot.

10. Any dwelling constructed on any lot must be serviced by an adequate sewage disposal system of a type and kind approved by the South Carolina State Board of Health and Environmental Control and where available, must be connected to a public sewage disposal system.

11. Any house pets maintained by any lot owner must be kept confined so as not to be or become a nuisance to any other lot owner. No farm animals, including but not limited to horses, chickens, pigs or cattle, shall be maintained on any lot.

12. No noxious or offensive activity may be carried on upon any lot, nor anything which may be or become an annoyance or nuisance to the general neighborhood, including but not limited to the parking or storage of wrecked or disabled vehicles or school buses upon any lot or street within the development.

13. All trash, garbage or other waste may be kept only in containers approved for sanitary conditions, and any equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No lot shall be used or maintained as a dumping ground for trash or rubbish. No burning is permitted on any lot and any refuse, including trimmings, must be hauled from the lot.

14. Each lot owner shall maintain his entire lot, including the area along the front to curbs and including banks, easements, etc.

15. There is reserved along all lot lines an easement of ten (10') feet in width for installation, operation and maintenance of utilities and for drainage. Any other easements shown upon the recorded plat of the subdivision are also reserved for the specified purposes.

16. All ditches and drainage swales shall be kept free of trash and garbage in order to permit the proper flow of water and drainage within the subdivision.

17. On all lots adjoining Lake Keowee there exists a floodage easement in favor of Crescent Land & Timber Corporation (Duke Power Company) to the 810' ft. contour elevation above sea level.

18. Fixed piers, gazebos and floating dock facilities incidental to residential use of the lots are expressly permitted on condition they are not rented, leased or otherwise used for remuneration. No dock in the subdivision shall be used as a dock for a houseboat or other watercraft used as a housing unit. Any pier or dock must be authorized and permitted by Duke Energy Corporation, its successors and assigns and/or any applicable governmental regulatory body. Enclosed single level or multi-level docks or boat houses will not be allowed. Roof covered docks are allowed provided that such docks are one level and are not enclosed. Two level docks are not permitted.

LAW OFFICES DERRICK, BITTNER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, SENECA, SOUTH CAROLINA 29678

19. Any ownership or leasing arrangement for a lot having the characteristics of a vacation time sharing ownership plan or a vacation time sharing lease plan is expressly prohibited.

20. Fences or walls incidental to residential use shall not exceed four (4) feet in height, shall not be constructed of a solid material which will block the view of the lake on an adjacent lot nor extend closer to the front lot line than the house on the lot.

21. Roofs (except dormers) shall not be less than five-in-twelve pitch, and not less than twelve (12") inch overhang. Roofing materials shall be limited to slate, cedar shake, tile, fiberglass shingles or standing seam roofing. Corrugated iron, tin or rolled roofing material is not permitted.

22. No satellite dish will be permitted on any lot or in any portion of this Subdivision except one (1) digital satellite dish no greater than eighteen (18" inches in diameter. No free standing radio or television transmission or reception towers or antennas shall be erected or maintained on any lot. Roof mounted antennas which extend not more than ten (10') feet above the highest roofline ridge of the house are permitted.

23. All driveways must be constructed in a good and workman like manner of asphalt or concrete construction.

II. PUBLIC ROADS and WAIVER OF SURFACE WATER CLAIMS: The Owners and Developers agree to pave the fifty (50) foot roadway shown on the above mentioned plat, from Ellenburg Road (WA-42) to the Subdivision, to the specifications required by Oconee County, South Carolina, and to convey such roadway to Oconee County as a public way and thoroughfare. The purchasers and grantees of any lot in this Subdivision agree to accept surface water from the roadway and waive any claim for damages by reason of surface water from such roadway. Said roadway shall be paved by the Owners and Developers within twelve months from the date of these Covenants and Restrictions.

III. OTHER PROPERTY: The Owners and Developers hereby agree and bind themselves, their heirs and assigns, that any property which fronts upon the fifty (50) foot right of way shown on the above mentioned plat and starting at Ellenburg Road (WA-42), which may be sold by the Owners and Developers or their heirs and assigns or successors in title shall have at least those restrictions

LAW OFFICES DERRICK, BITTER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, SENECA, SOUTH CAROLINA 29676

BOOK 1034 PAGE 0176

stated herein as set forth in Section I, subparagraphs 1-23, inclusive, and Section II herein. *Provided, however,* nothing herein shall be held to impose any restrictions upon any other lands owned by the Owners and Developers which do not front on the fifty (50) foot right of way.

IV. ENFORCEMENT. Enforcement hereof shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

V. SEVERABILITY. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developers, have hereunto placed their Hands and Seals this 27th day of April, in the year of our Lord, one thousand nine hundred ninety-nine.

Witnesses:

[Signature]
[Signature]

John H. Knox [SEAL]
JOHN KNOX, Owner/Developer

[Signature]
[Signature]

Brenda K. Stasney [SEAL]
BRENDA K. STASNEY, Owner/Developer

[Signature]
[Signature]

Patricia K. Bolt [SEAL]
PATRICIA K. BOLT, Owner/Developer

[Signature]
[Signature]

Estate of LOLA KNOX [SEAL]

By: Brenda K. Stasney
Brenda K. Stasney,
Personal Representative

LAW OFFICES DERRICK, RITTER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, SENECA, SOUTH CAROLINA 29686

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SALLIE C. SMITH
CLERK OF COURT
1999 JUN -2 P 14 5

BOOK 1034 PAGE 0177

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PROBATE

PERSONALLY APPEARED the undersigned Witness, who being duly sworn says that (s)he saw the within named OWNERS & DEVELOPERS sign, seal, and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Sworn to before me this 27 day of April, 1999

[Signature]

[Signature] [LS]
Notary Public of South Carolina
My Commission Expires: 2/11/2008

LAW OFFICES DERRICK, RITTER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, SENECA, SOUTH CAROLINA

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT
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BOOK 1086 PAGE 0157

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT

2000 MAY -5 A 11: 03

OCONEE COUNTY
STATE TAX _____
COUNTY TAX _____
EXEMPT

SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS

KNOX POINT SUBDIVISION

THIS DECLARATION IS MADE THIS 19th DAY OF APRIL, 2000, BY
JOHN H. KNOX, JR., BRENDA K. STASNEY AND PATRICIA K. BOLT
(DECLARANT).

WITNESSETH:

WHEREAS, Declarant has previously recorded in Deed Book 1034, page 171, in the office of the Clerk of Court for Oconee County, South Carolina, a certain Declaration of Easements, Protective Covenants and Restrictions for Knox Point Subdivision as shown on a subdivision plat thereof recorded in Plat Book A683, page 7, subjecting Lots 1-A and Lots 1 through 5, inclusive, hereinafter referred to as "The Development", to the provisions thereof pursuant to an incremental plan of development and improvement, and

WHEREAS, Declarant now desires to incorporate additional properties into "The Development";

NOW THEREFORE, Declarant hereby declares that:

- 1) "The Development" includes all the real property set forth and described in the plat of Knox Point Subdivision by Jerry E. Byrd, Surveyor, dated August 16, 1999, and filed with the Clerk of Court for Oconee County in Plat Book P-62, page 65.
- 2) All of the real property shown and described on the said plat of Knox Point Subdivision, Lots 6 through 12, inclusive, is made subject to the provisions of the Easements, Protective Covenants and Restrictions for Knox Point Subdivision recorded in Deed Book 1034, page 171, the provisions of which are hereby incorporated herein by reference.
- 3) All of the numbered lots 6 through 12 inclusive, shown on the plat of Knox Point Subdivision are designated single family residential as to permitted use.

4) Declarant reserves unto themselves, their heirs and assigns and successors in title, an easement along, across and over each lot shown on the aforementioned plat for purposes of access to easements reserved in the Easements, Protective Covenants and Restrictions for Knox Point Subdivision recorded in Deed Book 1034, page 171.

5) The Declarant agrees to pave the 50-foot roadway shown on the above mentioned plat to the specifications required by Oconee County, South Carolina and to convey such roadway to Oconee County as a public way and thoroughfare. The purchasers and grantees of any lot in this subdivision agree to accept surface water from the roadway and waive any claim for damages by reason of surface water from such roadway. Said roadway shall be paved by the owners and developers within twelve (12) months from the date of these covenants and restrictions.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration of Protective Covenants on the day and year first above written.

WITNESSES AS TO
JOHN H. KNOX, JR.:

John H. Knox, Jr. [SEAL]
John H. Knox, Jr. Declarant

WITNESSES AS TO BRENDA
K. STASNEY & PATRICIA
ANN K. BOLT:

Brenda K. Stasney [SEAL]
Brenda K. Stasney, Declarant

Patricia Ann K. Bolt [SEAL]
Patricia Ann K. Bolt, Declarant

BOOK 1086 PAGE 0159

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PROBATE

PERSONALLY APPEARED, the Undersigned witness, who being duly sworn says that (s)he saw the within named John H. Knox, Jr., sign, seal and as his act and deed deliver the within written instrument for the uses and purposes therein mentioned and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Kristoff Davis

Sworn to before me this
19 day of April, 2000.

[Signature] [LS]
Notary Public of South Carolina
My Commission Expires 2/11/09

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PROBATE

PERSONALLY APPEARED, the Undersigned witness, who being duly sworn says that (s)he saw the within named Brenda K. Stasney and Patricia Ann I. Bolt, sign, seal and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Kristoff Davis

Sworn to before me this
19 day of April, 2000.

[Signature] [LS]
Notary Public of South Carolina
My Commission Expires 2/11/09

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SALLIE C. SMITH
CLERK OF COURT
2009 MAY -5 A 11: 03

BOOK 1114 PAGE 080

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
REGISTER OF DEEDS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
3-08 FAIRVIEW COVE SUBDIVISION

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
OCT 25 P 3 08

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 10th day of October, 2000 by CRESCENT COMMUNITIES S.C., INC., a South Carolina corporation, hereinafter referred to as the "Declarant".

For Subdivision Plat, See Plat Book A183 at Page 829 records of Oconee County, SC.

1. Land Use and Building Type. The Lot conveyed shall be known and described as a residential lot and shall be used only for private residential and recreational purposes. No structure shall be erected, altered, placed or permitted to remain on the Lot other than for use as a single family detached residential dwelling, unless otherwise provided herein, and only one single-family detached residential dwelling not exceeding 2 1/2 stories in height above ground shall be erected or permitted to remain upon the Lot. No mobile home, modular home or shell home may be erected or permitted to remain on the Lot. A private garage (not exceeding three car capacity), outbuildings and 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 garage or outbuilding shall at any time be used as a residence and no enclosed boathouses or two level piers are permitted. Piers, docks and boathouses shall be subject to approval by Duke Power Company and/or any governmental entity having jurisdiction at the time such improvements are made. Any Ownership or leasing arrangement for the Lot meeting the definition of "vacation time sharing ownership plan" or a "vacation time sharing lease plan", as defined in §27-32-10 S.C. Code of Laws, 1976, as amended, is hereby prohibited.

2. Dwelling Size. The square footage requirements hereinafter set forth are enclosed heated floor area and are exclusive of the area in basements, unheated porches of any type, attached or detached garages, carports and unheated storage areas, decks or patios. Any one story dwelling erected up on the Lot shall contain not less than 1600 square feet; any 1 1/2 story or split level or tri-level dwelling shall contain not less than 1800 square feet and the first floor shall contain not less than 1000 square feet; any 2 or 2 1/2 story dwelling shall contain not less than 1800 square feet and the first floor shall contain not less than 1000 square feet.

3. Building Construction and Quality. All buildings and outbuildings erected upon the 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 costing less than \$150,000 (in terms of 2000 dollar value) shall be permitted on the Lot. 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 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 the Lot shall be aesthetically compatible with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling located on the Lot. All buildings shall have roofs (except dormers) of not less than 6 in 12 pitch and not less than 12 inch 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 with one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities.

4. Temporary Structures; Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on the Lot, and no metal, fiberglass, plastic or canvas tent, barn, carport, garage, utility building, storage building or other metal, fiberglass, plastic or canvas structure shall be erected on the Lot or attached to any residence.

5. Building Setback Lines. No building on the Lot (including any stoops or porches) shall be erected or permitted to remain within the front (street right-of-way) setback, side street (for a corner lot) setback or within the rear or side setbacks as noted on the Map. Notwithstanding any rear setback restriction noted on the Map, no building shall be erected or permitted to remain nearer than fifty (50) feet to the rear (waterside) lot line of the Lot. Piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth in Section 1 of this Article. In the event any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to the Lot shall prescribe greater setbacks, 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.

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, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation.

7. Combination or Subdivisions of Lots. Should the Owner of a numbered Lot on the Map combine with portions of or all of another numbered Lot, the aggregate shall be considered as one Lot for the purpose of these covenants. No Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map, except with regards to assessments. 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.

8. Utility Easements. Easements for the installation and maintenance of utilities (electricity, septic, sewer, water, gas, telephone, cable t.v., etc) and drainage are reserved over the front and rear ten (10) feet of the Lot, but not along the waterfront. A drainage and utility easement five (5) feet in width is reserved along each side lot line of the Lot. Within said easements so reserved 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 the Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company.

9. Fences and Walls. No wooden fence, or brick or stone wall may be erected nearer the front lot line of the Lot than the front face of the dwelling located on the Lot. No wooden fences, or brick or stone walls greater than six (6) feet 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.

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

11. Antennas, Satellite Dishes and Discs. No freestanding radio or television transmission or reception towers, antennas or discs shall be erected or maintained closer than 75 feet to the boundary line of Lake Keowee, or within the front or side yard setback of the Lot. Customary roof-mounted antennas which may extend not more than ten (10) feet above the highest roof line ridge of the house are permitted.

12. Lot Maintenance: Trash Disposal. Owner shall keep the 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 clothesline may be erected or maintained on the Lot. The Lot shall not 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 the Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.

13. Offstreet Parking. Owner shall provide a concrete or asphalt driveway which provides space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on the Lot. No trailer, mobile home, recreational vehicle, camper or boat shall be used as a residence either temporarily or permanently or be parked upon or be permitted to remain on the Lot for a period exceeding 24 hours unless it is parked off the street and not within the front or side yard setbacks of the Lot. No truck or commercial vehicle in excess of one-ton load capacity or any vehicle under repair, or any wrecked or junked motor vehicle shall be parked upon or permitted to remain on the Lot. All automobiles, trucks and other vehicles described above must have a current license plate affixed unless parked in an enclosed garage.

14. Sewage Disposal and Wells. Any dwelling unit erected on the Lot shall be served by an approved septic system for the disposal of sewage, or connected to a private or public sewage disposal system. Any septic system or other private sewage disposal system 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.

15. Nuisances. No noxious or offensive trade or activity shall be carried on upon the 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 the 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 the Lot or in any residential dwelling or outbuilding except for dogs, cats or other household pets may be kept or maintained provided they are not kept, bred or maintained for commercial purposes. The number of household pets kept or maintained shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.

16. Diligent Construction. All construction, landscaping or other work which has been commenced on the Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on the Lot, except during such reasonable time period as is necessary for completion. No construction materials of any kind may be stored within forty-five (45) feet of the street curb. Any damage to any street, curb or sidewalk or any utility system caused by the Lot Owner or the Lot Owner's builder shall be repaired by such responsible Owner. The Owner of each Lot shall at all times keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by the construction of improvements on such Owner's Lot. Declarant may provide for the cleaning of public and private areas due to the activities of the Lot Owner or Lot Owner's builder and may assess the Lot Owner a reasonable charge not to exceed the actual cost for such cleaning. Each Lot Owner's builder shall, consistent with standard construction practices, keep all portions of the Lot free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris which is occasioned by construction of improvements on the Lot, or take other measures consistent with standard construction practices necessary to keep the Lot free of such garbage, trash, or other debris.

17. 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 him upon the recurrence of continuance of said violation or the occurrence of a different violation.

18. Severability. Every restriction, easement, condition and reservation set out herein or referred to herein is hereby declared to be independent of and severable from each other and if any of the same shall be held by a court of competent jurisdiction to be invalid or unenforceable all the remainder of said easements, conditions, reservations and restrictions shall continue unimpaired and in full force and effect.

19. Community Water System: No Private Individual Wells. Declarant shall cause to be constructed a water system in order to provide water supplies necessary to serve the Subdivision (the "Water System"). All water mains, pipes and other equipment necessary for the operation and maintenance of the Water System shall be located within the utility easements described in Section 8 (the "Utility Easements"), or within the Private Roads and Public Roads right-of-way. Upon its completion, the Water System and all mains, pipes and equipment and other personal property which is part thereof, shall become the property of Seneca Light and Water (the "Utility Company"), a utility company duly licensed and operated under the authority granted by the South Carolina Utilities Commission. The Utility Company shall have the right to utilize the Utility Easements granted in Section 8 to the extent necessary to operate and maintain the Water System. The Water System shall be the sole provider of water supplies to the Subdivision, and no well may be dug or constructed on any Lot for the purpose of providing domestic water supply.

20. Removal of Trees and Other Vegetation. All trees, shrubs and ground cover within the fifty (50) foot 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. 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 grass or ground covers may be planted.

21. Docks, Piers and Boat Houses. Duke Energy Corporation controls access to, use of and water levels in Lake Keowee. Any Owner or the Declarant must receive permission from Duke Energy Corporation (or a successor manager of Lake Keowee under authority from 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 improvement is also subject to the recorded restrictions and easements affecting the Lot.

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.

23. Right of First Refusal.

a) Applicability. Except for sales and conveyances by Declarant, no unimproved Lot may be sold by any Owner except in compliance with the provisions of this Article.

b) Right of First Refusal: Before any unimproved Lot (or any ownership interest therein) may be sold to any Person other than Declarant or its successors, the Owner or Owners of such Lot shall first offer in writing to sell the Lot to Declarant or its successors at a price equal to: (1) the contract purchase price paid by such Owner for such Lot (less all closing costs and commissions paid by Declarant and excluding all finance charges paid by purchaser) related to the purchase) increased by the percentage increase, from the closing date of such Owner's purchase of such Lot to the date of such written offer to sell the Lot to Declarant or its successors, in the CPI, less (2) the costs of removing all liens and encumbrances on the Lot and customary seller's closing costs. If the CPI is discontinued, then there shall be used the index most similar to the CPI which is published by the United States Government indicating changes in the cost of living. For purposes of this Article, a Lot shall be considered as unimproved unless and until the good faith commencement of the construction of such improvements (i.e., at a minimum, completion of footings and foundation of the residence and bona fide evidence of total expenditures for Improvements to the Lot of at least \$50,000.) shall have occurred. Upon receipt by an Owner of a bona fide offer to purchase an unimproved Lot, such Owner shall send to Declarant a copy of such bona fide offer along with written notification that such Owner is offering the Lot for sale to Declarant pursuant to this right of first refusal. If Declarant or its successor does not accept or reject in writing said offer within thirty (30) days from the date of receipt of the same, then the Owner or Owners of such Lot shall have the right to sell the Lot to the third party making such bona fide offer pursuant to such bona fide offer, without any further additional obligation to offer the Lot to Declarant. Declarant shall have this right of first refusal with regard to each bona fide offer which an Owner receives for the purchase of an unimproved Lot. Any Owner who buys an unimproved Lot from another Owner shall be governed by the provisions of this Article and the waiver of the right of first refusal with respect to any sale shall not limit Declarant's rights of first refusal with respect to any subsequent sale of any unimproved Lot. Provided, however, the right of first refusal reserved by Declarant pursuant to this Section 24 shall be valid and enforceable with respect to any unimproved Lot only for a period of ten (10) years from the date of the first conveyance of such Lot from Declarant to Owner other than Declarant, and upon the expiration of

said ten (10) year period, the Owner or Owners of such Lot shall have the right to sell the unimproved Lot to any third party without the obligation to offer the Lot to Declarant. Further provided that this Section 24 shall not be applicable with respect to any foreclosure sale of a first lien deed of trust or first lien mortgage on an unimproved Lot or deed in lieu thereof which is made and delivered in good faith. In each instance where an offer to purchase an unimproved Lot is presented to Declarant by an Owner pursuant to the right of first refusal granted herein, Declarant shall determine in its sole discretion and on a case by case basis whether to exercise its right of first refusal, and such determination may be made on such basis and for such reason as Declarant in its sole discretion shall choose. Should an Owner fail to comply with the provisions of this Section 24 and sell an unimproved Lot without first offering said Lot to Declarant in accordance with the terms thereof, then the purchaser of such unimproved Lot shall purchase said Lot subject to the right of first refusal herein granted, and Declarant shall thereafter at any time have the right to purchase such Lot, whether or not it is subsequently improved, from the purchaser thereof at the price set forth in this Section 24, and shall also be entitled to any other rights and remedies available at law or in equity for the violation of this Section 24.

c) Death of an Owner Gift. The personal representative, heirs, successors and assigns of any Owner who dies while owning any unimproved Lot, or the donee of a gift of a Lot from an Owner, shall become an Owner subject to the terms and conditions of this Declaration and any subsequent sale, transfer and conveyance of such Lot shall be governed by the provisions of this Article.

d) Transfers to Declarant. In the event that Declarant exercises its right of first refusal pursuant to Section 24 above, the closing of the conveyance of such Lot shall occur within sixty (60) days after receipt by the Owner of written notice from Declarant or its successors that it elects to exercise its right of first refusal with respect to such Lot. At the closing, Declarant shall make payment to such Owner of the purchase price as described in Section 2 above, in cash or cash equivalent. The Owner shall deliver to Declarant a special warranty deed conveying fee simple marketable title to the Lot free and clear of all exceptions except those that existed at the time of acquisition of the Lot by such Owner, the lien of ad valorem taxes for the current year and any other exceptions which may be approved by Declarant. In the event the closing occurs after the death of an Owner, Declarant may, in its discretion, require the personal representative of the Owner to post such bonds or other assurances as Declarant may deem reasonable in order to protect Declarant from any loss which might be caused by failure to pay any federal or state inheritance tax or the failure to pay the claims of any creditors who may have a lien on the Lot superior to Declarant's rights as a purchaser of said Lot.

e) No Further Documentation Required. The right of first refusal reserved by Declarant in this Article shall run with the title to each Lot in the Development and be binding upon each purchaser of a Lot from Declarant and upon any subsequent Owner of a Lot, whether such Owner purchased such Lot from Declarant or from a third party. The provisions of this Article shall constitute record notice to all purchasers of Lots in the Development of the right of first refusal herein reserved, and no additional language in any deed of conveyance of a Lot and no recording of any additional instruments shall be required to make all Owners of Lots in the Development subject to the provisions of this Article.

24. Amendment. This Declaration may be amended or modified at any time and from time to time by an agreement signed by Owners holding a majority of votes appurtenant to the Lots which are then subject to this Declaration; provided, however, any amendment to this Declaration must be consented to by Declarant so long as Declarant is the Owner of any lot in the

BOOK 1114 PAGE 086

Development. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record.

Notwithstanding anything in this Section 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. In addition, Declarant, without obtaining the approval of any other person or entity, may 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.

25. Term. The covenants and restrictions of this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) 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 so long as Declarant is the Owner of any Lot in the Development, has been recorded, agreeing to terminate said covenants and restrictions in whole or in part.

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, at the day and year first above written.

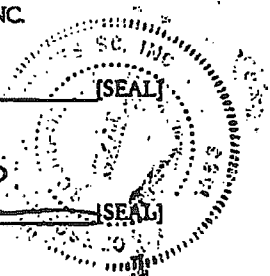
In the presence of:

[Handwritten signatures]

CRESCENT COMMUNITIES S.C., INC.
A South Carolina corporation

BY: *[Signature]*

ATTEST:
BY: *[Signature]*

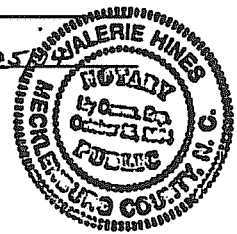


STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

ACKNOWLEDGEMENT

This 10th day of October, 2000 personally came before me Stephen M. Schroeder who, being sworn says that he is Vice President of Crescent Communities S.C., Inc., a South Carolina corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed by him for and on behalf of said corporation by its authority duly given. And the said Jay L. Page acknowledged said instrument to be the act and deed of said corporation.

[Signature]
Notary Public of North Carolina
My Commission Expires: 10/25/05



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RECORDED COUNTY, S.C.
REGISTER OF DEEDS
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FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) P 228
DEEDS AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR FAIRVIEW COVE

WHEREAS, Covenants, Conditions, and Restrictions for Fairview Cove were recorded in the Office of the Clerk of Court for Oconee County on October 25, 2000 in Deed Book 1114, at page 80, records of Oconee County, South Carolina.

WHEREAS, Paragraph 5 states in part "no building on the lot. . . shall be erected or permitted to remain within the front setback . . ." as noted on the map; and

WHEREAS, Fairview Cove Subdivision consists of sixteen (16) lots as shown by that certain plat referred to in the restrictions as "map" recorded on 25th day of October, 2000 in Plat Book A783 at Page 8 and 9. Said plat requires front setbacks are fifty (50) feet from public rights-of-way; and

WHEREAS, Paragraph 24 states that the Covenants and Restrictions may be amended by an agreement signed by the owners holding a majority of the votes appurtenant to the lots, which are subject to the Declaration and that such Amendment must be consented to by the Declarant; and

WHEREAS, the undersigned owners hold the majority of the votes subsequent to the restrictive covenants as hereinabove cited; and

BOOK 1265 PAGE 150

WHEREAS, the owner of Lot 7, Richard Weilnau, has requested an amendment covering the front setback requirement of Lot 7, Fairview Cove, only, as follows:

Paragraph 5, Lot 7, Fairview Cove only, be amended whereby the front setback shall be thirty (30) feet rather than the 50 feet front setback as stated on the Map and specified in this Section. Said map for Lot 7 only is amended by that plat by Gregory Blake Sosebee, PLS, dated January 21, 2003 and recorded in Plat Book _____, at Page _____, records of Oconee County, South Carolina.

NOW, THEREFORE, Know All Men By These Presents that we, the undersigned, being the majority of the owners of Lots of Fairview Cove do hereby agree and consent to and by these presents amend the Covenants, Conditions and Restrictions for Fairview Cove as follows:

Paragraph 5, Lot 7, Fairview Cove, only, shall be amended whereby the front setback shall be 30 feet rather than the 50 feet front setback as stated on the Map and specified in this Section. Said map for Lot 7 only is amended by that plat dated _____ by Gregory Blake Sosebee, PLS #14818, dated January 21, 2003 and recorded in Plat Book _____, at Page _____.

All other terms of said Covenants, Conditions and Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

this ____ day of _____, 2003.

WITNESSES:

Virginia L. Berkson
Jane E. Dubois

Goldjin Co. Inc.
Chil-Chi pres.
Owner(s) of Lot 3, FAIRVIEW COVE

Virginia L. Berkson
Jane E. Dubois

Goldjin Co. Inc.
Chil-Chi pres.
Owner(s) of Lot 15, FAIRVIEW COVE

Virginia L. Berkson
Jane E. Dubois

Wilson Blackston
Eric M. Blackston
Owner(s) of Lot 10, FAIRVIEW COVE

Virginia L. Berkson
Jane E. Dubois

Herman J. Freytag
Louis C. Freytag
Owner(s) of Lot 12, FAIRVIEW COVE

Virginia L. Berkson
Jane E. Dubois

Ruth E. Wulfer
Owner(s) of Lot 6, FAIRVIEW COVE

Virginia L. Berkson
Jane E. Dubois

Ruth E. Wulfer
Owner(s) of Lot 7, FAIRVIEW COVE

IN WITNESS WHEREOF, we have hereunto set our hands and seals

this ____ day of _____, 2003.

WITNESSES:

ME McNulty

[Signature]

Owner(s) of Lot 8, FAIRVIEW COVE

Owner(s) of Lot _____, FAIRVIEW COVE

Owner(s) of Lot _____, FAIRVIEW COVE

Owner(s) of Lot _____, FAIRVIEW COVE

Owner(s) of Lot _____, FAIRVIEW COVE

Owner(s) of Lot _____, FAIRVIEW COVE

Virginia L Beck
Carol Edwards

D. D. McMill
Susan B. Sobkowiak
Owner(s) of Lot 4, FAIRVIEW COVE

Virginia L Beck
Carol Edwards

D. D. McMill
Susan B. Sobkowiak
Owner(s) of Lot 5, FAIRVIEW COVE

Virginia L Beck
Carol Edwards

MA McJ
Barbara Mennery
Owner(s) of Lot 9, FAIRVIEW COVE

WITNESSES:

CRESCENT COMMUNITIES S.C., LLC

Jeanne H. Morris
Patricia J. Emerson

BY: Stephen W. Coleman
Owner of Lot 16

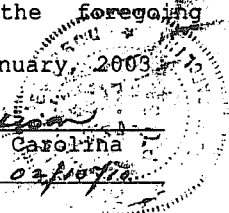
STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT AS TO

I, Patricia T. Emerson, Notary Public for the State of South Carolina, do hereby certify that Stephen W. Coleman personally appeared before me this 23rd day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 23rd day of January, 2003.

Patricia J. Emerson
Notary Public of South Carolina
My Commission Expires: 02/10/10



STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT AS TO

I, Jere E. duBois, Notary Public for the State of South Carolina, do hereby certify that Chia Bin Chin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 21st day of January, 2003.

Jere E. duBois
Notary Public of South Carolina
My Commission Expires: 4-3-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT AS TO

I, Jere E. duBois, Notary Public for the State of South Carolina, do hereby certify that Chia Bin Chin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 21st day of January, 2003.

Jere E. duBois
Notary Public of South Carolina
My Commission Expires: 4-3-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT AS TO

I, Jere E. duBois, Notary Public for the State of South Carolina, do hereby certify that Wilson Blackburn personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 21st day of January, 2003.

Jere E. duBois
Notary Public of South Carolina
My Commission Expires: 4-3-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT AS TO

I, Jere E. duBois, Notary Public for the State of South Carolina, do hereby certify that Dr. David M. Sobkowiak Susan B. Sobkowiak personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 22nd day of January, 2003.

Jere E. duBois
Notary Public of South Carolina
My Commission Expires: 4-3-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT AS TO

I, Jere E. duBois, Notary Public for the State of South Carolina, do hereby certify that Dr. David M. Sobkowiak Susan B. Sobkowiak personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 22nd day of January, 2003.

Jere E. duBois
Notary Public of South Carolina
My Commission Expires: 4-3-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT AS TO

I, Jere E. duBois, Notary Public for the State of South Carolina, do hereby certify that Michael P. McNulty Darlene M. McNulty personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 22nd day of January, 2003.

Jere E. duBois
Notary Public of South Carolina
My Commission Expires: 4-3-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT AS TO

I, Jere E. duBois, Notary Public for the State of South Carolina, do hereby certify that Herman J. Freitag Lovisa C. Freitag personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 21st day of January, 2003.

Jere E. duBois
Notary Public of South Carolina
My Commission Expires: 4-3-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT AS TO

I, Jere E. duBois, Notary Public for the State of South Carolina, do hereby certify that Richard E. Weinau personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 21st day of January, 2003.

Jere E. duBois
Notary Public of South Carolina
My Commission Expires: 4-3-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT AS TO
CRESCENT COMMUNITIES S.C., LLC

I, Jere E. duBois, Notary Public for the State of South Carolina, do hereby certify that Richard E. Weinau personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 21st day of January, 2003.

Jere E. duBois
Notary Public of South Carolina
My Commission Expires: 4-3-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE) ACKNOWLEDGEMENT AS TO

I, Jere B. Dubois, Notary Public for the State of South Carolina, do hereby certify that Michael E. McNulty personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 23rd day of January, 2003.

Jere B. Dubois
Notary Public of South Carolina
My Commission Expires: 4-3-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE) ACKNOWLEDGEMENT AS TO

I, _____, Notary Public for the State of South Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of January, 2003.

Notary Public of South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE) ACKNOWLEDGEMENT AS TO

I, _____, Notary Public for the State of South Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of January, 2003.

Notary Public of South Carolina
My Commission Expires: _____

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2003 FEB 17 P 2 24

