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C.

BOOK 729 PAGE 35

10.00
10.00 plat

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTION FOR
LAKESIDE POINTE II

WHEREAS, Covenants, Conditions, and Restrictions for Lakeside Pointe II were recorded in the Office of the Clerk of Court for Oconee County November 27, 1991 in Deed Book 674, at Page 316; and

WHEREAS, Lakeside Pointe II consisted of six (6) lots; and

WHEREAS, under Article 7 of said restrictions, it reads in part "No lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map."; and

WHEREAS, the owners of Lot 6 are desirous of selling a portion of that lot due to the unique shape of said lot; and

WHEREAS, the owners of Lot 6, Lakeside Pointe II, Herman D. Pinion and Betty B. Pinion, have requested an Amendment for Lot 6 only as follows:

Section 7. Lot 6, Lakeside Pointe II only be amended by allowing the one-time subdivision of said lot by that certain sell of a portion of said lot to John A. Barthelmes and April S. Barthelmes. Said portion of lot is more clearly on plat recorded in Plat Book A188 at Page 7, records of Oconee County, SC.

WHEREAS, all owners of said lots in Lakeside Pointe II have consented to this Amendment to the Declarations, consents of which are shown herein as Exhibit "A" and incorporated herein.

NOW, THEREFORE, Know All Men By These Presents that as all of the owners of lots in Lakeside Pointe II do hereby agree and consent to these Amendments, said restrictions shall be amended as follows:

Section 7. Lot 6, Lakeside Pointe II only be amended by allowing the one-time subdivision of said lot by that certain sell of a portion of said lot to John A. Barthelmes and April S. Barthelmes. Said portion of lot is more clearly on plat recorded in Plat Book A188 at Page 7, records of Oconee County, SC.

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 12th day of November, 1992

WITNESSES:

Wanda H. D. Selby
Sharon C. Arrowood

CLERK OF COURT
STATE OF SOUTH CAROLINA

CRESCENT RESOURCES, INC.

BY [Signature]
NOTARY PUBLIC

FILED FOR RECORD
OCONEE COUNTY
SC

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NORTH
STATE OF ~~NC~~ CAROLINA)
COUNTY OF ~~CABARRUS~~)
~~COCKEE~~

PROBATE

1. Personally appeared before me the undersigned witness who being duly sworn says that (s)he saw the within named authorized agent for Crescent Resources, Inc., sign, seal and as its act and deed deliver the foregoing instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
12th day of November, 1992

Sharon C. Arrowood
Notary Public of ~~NC~~ Carolina
My Commission Expires: North 10/13/93

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COCKEE COUNTY
S.C.
APR 27 3 57 PM '93
SALLIE G. SMITH
CLERK OF COURT

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EXHIBIT "A"

THE UNDERSIGNED DO HEREBY CONSENT TO THE AMENDMENT TO THE COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR LAKESIDE POINTE II:

WITNESSES:

Frank Kuhl
W. H. Thompson

David L. Jones
Janis L. Jones
Rosalie Ruggiero
Thomas L. Kennedy

Joanne H. Kennedy
Kelly B. Braddock
Patricia J. Emerson

Michael E. McNulty
MICHAEL E. MCNULTY, Lot 1
Loretta A. McNulty
LORETTA A. MCNULTY, Lot 1

Martin L. Black
MARTIN L. BLACK, Lot 2
Paula D. Black
PAULA D. BLACK, Lot 2

Robert P. Kraus
ROBERT P. KRAUS, Lots 3 and 4
Joan E. Kraus
JOAN E. KRAUS, Lots 3 and 4

Edward G. Anderson
EDWARD G. ANDERSON, Lot 5
Carol M. Anderson
CAROL M. ANDERSON, Lot 5

Herman D. Pinion
HERMAN D. PINION, Lot 6
Betty B. Pinion
BETTY B. PINION, Lot 6

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S.C.
OCONEE COUNTY
APR 27 3 57 PM '93
SALLIE C. SMITH
CLERK OF COURT

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

Doc ID: 001323820003 Type: DEE
BK 1613 PG 295-297

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

2007 SEP 19 P 3: 18

DECLARATION OF
RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 18th day of September, 2007 (the "Effective Date") by Crescent Communities S.C., LLC, a Delaware limited liability company, its successors and assigns ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of real property located in Oconee County, South Carolina, more particularly described as "A" Protected Area and "B" Protected Area on that certain plat entitled "Protected Area Survey for Laurel Ridge Subdivision" dated September 11, 2007 and prepared by Earl B. O'Brien, RLS No. 10785, recorded in Plat Book B22B, Page: 2 Oconee County Registry ("Property"); and

WHEREAS, as compensatory mitigation under Federal and State law for Department of the Army Nationwide Permit No. 29 ("Permit") issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District," to include any successor agency), and certification(s) and/or permit(s) issued by the S.C. Department of Health and Environmental Control ("DHEC," to include any successor agency), and in recognition of the continuing benefit to the permitted Property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Declarant has agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all successors, assigns (they are included in the term, "Declarant," below), lessees, or other occupiers and users.

1. **Prohibitions.** Declarant is and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls preapproved in writing by the Corps and DHEC); and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph: a) cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Property; b) removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster; c) restoration or mitigation required under law (if reference is made to the Permit, or to a mitigation plan approved by the Permit, all exceptions (including regarding buffer areas) must be specifically spelled out in the Permit or plan; also, additional, specific exceptions may be listed in this paragraph, e.g., fire or wildlife management plans, boardwalks, etc.).

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and DHEC and Declarant. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps and DHEC, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the Property for all purposes not inconsistent with these restrictive covenants.

5. **Compliance Inspections.** The Corps, DHEC, and their authorized agents shall have the right to enter and go upon the lands of Declarant, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Declarant grants to the Corps, the U.S. Department of Justice, and/or DHEC, a discretionary right to enforce these restrictive covenants in a judicial action against any persons or other entities violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

7. **Property Transfers.** Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):

NOTICE: This Property Subject to Amended and Restated Declaration of Restrictive Covenants Recorded at Book ~~1613~~ Page ~~235~~ Oconee County Registry

8. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.

9. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat is recorded at Plat Book * Page * - Oconee County Registry.
* B228 pg 3 + 4

10. **Separability Provision.** Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

[Balance of page left intentionally blank – signatures appear on the following page]

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Restrictive Covenants as of the Effective Date.

IN THE PRESENCE OF:

Janet L. Studenski
(Type name of witness under signature line) Janet L. Studenski

Brenda L. Kluttz
(Type name of witness under signature line) Brenda L. Kluttz

Declarant

CRESCENT COMMUNITIES S.C. LLC

By: J. Scott Munday
J. Scott Munday

Its: Vice President

STATE OF NORTH CAROLINA

PROBATE

COUNTY OF MECKLENBURG

*Janet L. Studenski

PERSONALLY appeared before me, *, the undersigned witness, and made oath that he/she saw the within named Crescent Communities S.C., LLC, by J. Scott Munday, its Vice President, sign, seal and as its act and deed, deliver the within named Declaration of Restrictive Covenants; and that he with the other witness named above witnessed the execution thereof.

Janet L. Studenski
(Type name of witness under signature line) Janet L. Studenski

SWORN to and subscribed before me
This 18 day of Sept., 2007.

Brenda L. Kluttz
NOTARY PUBLIC FOR NORTH CAROLINA
My Commission Expires: May 28, 2010
(Notary Stamp or Seal)



