

STATE OF SOUTH CAROLINA) EASEMENTS AND PROTECTIVE COVENANTS
COUNTY OF OCONEE) CLIFFWICK

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WHEREAS, Barbour Wickliffe is the owner of property situate in Oconee County, South Carolina, and embraced in a plat, marked File K-151-5 dated July 8, 1969, recorded in Plat Book P-30, page 477; and,

WHEREAS, Barbour Wickliffe has subdivided said tract to be known as "Cliffwick Subdivision" which said plat is to be recorded in the office of the Clerk of Court for Oconee County, South Carolina,

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said lots, Barbour Wickliffe does hereby impose the following protective and/or restrictive covenants on all of said lots.

A. No lot shall be used, except for residential purposes, except that certain areas may be designated for use as Community Recreation Areas. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling or one semi-detached single family dwelling not to exceed two and one-half stories in height. Each such building shall have curtain walls or underpinning of masonry construction around its entire perimeter, including porches and steps, but allowing doors, windows and ventilators.

B. All dwellings shall be constructed with the use of high quality materials and workmanship to insure that no dwelling will present an unsightly appearance and all dwellings shall have minimum ground floor area of the main structure, exclusive of open porches and garage, of not less than 1600 square feet for a one-story dwelling nor less than 1000 square feet for a dwelling of more than one story, and that no dwelling shall be permitted on any lot at a building cost of less than \$30,000.00, exclusive of the price of the lot, based on prices as of January 1, 1971.

C. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 10 feet to an interior lot line.

D. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot or lots having a width of less than 90 feet at the minimum building setback line.

E. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side five feet of each lot.

F. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

G. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

H. No signs or advertising displays other than the advertising for sale of the homes on said lots or signs in connection therewith or incidental thereto, shall be placed on any lot.

For Reference See Order Judgment # 33772 & Granted Plat. 9/29/69 date 11/21/69

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284

I. No oil or mining operations shall be conducted upon any lot.

J. No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot.

K. All sewerage disposal, until when and if city, 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. No septic tanks will be allowed after public sanitary sewerage lines are available.

L. The various restrictive measures and provisions of this instrument are declared to constitute mutual restrictive covenants and servitudes for the protection and benefit of each lot; failure by the undersigned or any other person or persons entitled to do so to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

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 be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

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

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, I have hereunto set my hand and seal this 3rd day of March, 1971.

In the presence of:

Wilma D. James
Howard G. Pettit, Jr.

Barbour Wickliffe (SEAL)
Barbour Wickliffe

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

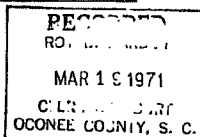
PROBATE

Personally appeared before me Wilma D. James and made oath that (s)he saw the within named Barbour Wickliffe sign, seal and as his act and deed, deliver the within written agreement, and that (s)he with Howard G. Pettit, Jr. witnessed the execution thereof.

Sworn to before me this 3rd day of March, 1971.

Howard G. Pettit, Jr. (L.S.)
Notary Public of South Carolina

My commission expires Dec. 15, 1980.



1800
20004564

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT

STATE OF SOUTH CAROLINA) AMENDED PROTECTIVE COVENANTS
1998 APR 20 PM 3:30) AND RESTRICTIONS FOR
COUNTY OF OCONEE) CLIFFWICK SUBDIVISION

WHEREAS, on or about March 19, 1971, the late Barbour Wickliffe recorded or caused to be recorded upon the records of Oconee County, South Carolina, in Deed Book 10-Z at Page 284, certain Easements and Protective Covenants declaring that a certain ten (10) acre tract of real property, which he owned and which was delineated upon a plat recorded in Plat Book P-30 at Page 77, was to be a residential subdivision known as "Cliffwick;" and

WHEREAS, the ten (10) acre tract to be known as "Cliffwick" was never subdivided into lots delineated upon a single plat, but rather was subdivided in piece-meal fashion over time as lots were sold and/or conveyed to other parties; and

WHEREAS, the lots that were sold and/or conveyed were never identified by a consistent numbering scheme nor were they or have they ever been shown or delineated upon a single plat, but instead plats were rendered of the individual lots or tracts as each was transferred or conveyed; and

WHEREAS, the Easements and Protective Covenants recorded in Deed Book 10-Z at Page 284, while governing the subdivision of the property to present date, are somewhat unclear and seemingly ambiguous in many respects and have caused many questions to arise among the present owners of property within Cliffwick Subdivision concerning the meaning, applicability and effect of them upon the property and the rights of each of the property owners therein; and

WHEREAS, Mary Anne W. Johnson, Jo Harold Johnson and John Wakefield Wickliffe, II, have heretofore filed a Declaratory Judgment Action in the Court of Common Pleas of Oconee County, South Carolina, in Case Number 97-CP-37-545, seeking a construction and clarification of the Easements and Protective Covenants in certain particulars; and

WHEREAS, the undersigned, comprising all, or one hundred (100%) percent, of the present owners of property within the subdivision known as "Cliffwick" have reached an amicable agreement settling the issues raised in Case Number 97-CP-37-545 and have

OCONEE COUNTY

STATE TAX

COUNTY TAX

DEED TAX

Recorded this 22 day of April, 1998
Book 98 Page 37751
Fee
R. J. Williams
Auditor - Oconee County, S.C.

Recorded this 20 day of April
A. D., 1998 in Vol. 969
Page 69 and Certified:
Sallie C. Smith, C.C.O.P.A.S.
Oconee County, S.C.

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further agreed to amend the existing Easements and Protective Covenants so as to clearly define the individual lots within the subdivision according to a common scheme or design and to set forth more explicitly and unambiguously the rules for the governance of the subdivision to the satisfaction of all;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all or one hundred (100%) percent, of the owners of the property within Cliffwick Subdivision, do hereby freely and voluntarily revoke, cancel and declare void those Easements and Protective Covenants pertaining to Cliffwick Subdivision that are recorded in Deed Book 10-Z at Page 284, records of Oconee County, South Carolina, and do hereby enact, constitute and declare the following Covenants and Restrictions as the governing and controlling Covenants by which the property within Cliffwick Subdivision and the affairs of the property owners in Cliffwick shall hereafter be governed and controlled, to wit:

1. The property that is subject to these Covenants and Restrictions is generally delineated upon that plat recorded in Plat Book P-30 at Page 477, records of Oconee County, South Carolina, and is described in that deed of Crescent Land and Timber Corporation to Barbour Wickliffe, dated August 11, 1969 and recorded September 4, 1969 in Deed Book 10-Q at Page 266, records of Oconee County, South Carolina.
2. The entire tract comprising Cliffwick Subdivision as shown in Plat Book P-30 at Page 477, has heretofore been divided into lots shown on various plats. These lots, as subdivided and shown on the various plats as hereinafter set forth, shall collectively comprise all of the lots of the subdivision and shall hereafter be known by the lot numbers 1, 2, 3, 3A, 4, 5, 6, 7, 7A, 8, 9, 10 and Parcel 11. The specific lots as enumerated are further described for clarification as follows:
 - a. Lots 1, 2, 3 and 3A are those lots shown on plat of Wayne R. Garland, RLS #5298, dated May 12, 1978, and recorded December 10, 1979 in Plat Book P-44 at Page 690, records of Oconee County, South Carolina.

THIS PROPERTY DESIGNATED AS

File 208 sub 00 RLK 01 PARC 026

208-00-01-071

OCONEE COUNTY TAX MAPS

D. H. Williams

OCONEE COUNTY ASSESSOR

THIS PROPERTY DESIGNATED AS
 MAP 208 SUB. CC BLK. 01 PARC. 01
 ON OCONEE COUNTY TAX MAPS
Henry H. Whitmire
 OCONEE COUNTY ASSESSOR

THIS PROPERTY DESIGNATED AS
 MAP 208 SUB. 00 BLK. 01 PARC. 23
 ON OCONEE COUNTY TAX MAPS
Henry H. Whitmire
 OCONEE COUNTY ASSESSOR

Lots 1, 3 and 3A are presently owned in fee simple by L. Clark Wickliffe pursuant to deeds recorded in Deed Books 12-B at Page 71, 13-V at Page 239, and 13-R at Page 291.

Lot #2 is presently owned in fee simple by L. Clark Wickliffe and Deborah L. Wickliffe as tenants-in-common by way of deed recorded in Deed Books 12-B at Page 71, 13-V at Page 239, 13-R at Page 291, and 738 at Page 255.

b. Lot #4 is that lot shown as an unnumbered lot containing approximately 0.60 acres on a plat prepared by Michael L. Henderson, RLS #6946, dated March 24, 1988 and recorded December 30, 1988 in Plat Book P-56 at Page 370, records of Oconee County, South Carolina. This lot is presently titled in the name of the "Helen Bowskill Maish Unified Credit Trust" by deed of Henry R. Salzarulo dated and recorded May 31, 1990 in Deed Book 618 at Page 240, records of Oconee County, South Carolina.

c. Lot #5 is that remaining portion of a lot formerly identified as "Lot 8" on a plat of Farmer & Simpson Engineers recorded March 3, 1971 in Plat Book P-35 at Page 101, records of Oconee County, South Carolina after the conveyance of a small portion of said Lot 8 from Haskell Whitmire and Suzanne S. Whitmire to Henry H. Salzarulo by deed dated and recorded December 30, 1988 in Deed Book 563 at Page 111, records of Oconee County, South Carolina. Lot #5 is also the easternmost portion of an unnumbered lot containing approximately 1.44 acres on a plat prepared by Jerry E. Byrd, RLS #8097, dated October 10, 1993 and recorded October 25, 1993 in Plat Book A-224 at Page 6, records of Oconee County, South Carolina. This lot is presently titled in the name of Mack G Fleming and Elizabeth M. Fleming by deed of Haskell Whitmire and Suzanne S. Whitmire dated October 22, 1993 and recorded October 25, 1993 in Deed Book 750 at Page 16, records of Oconee County, South Carolina.

d. Lot #6 is that identical lot formerly identified as "Lot 7" on a plat of Farmer & Simpson Engineers recorded

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March 3, 1971 in Plat Book P-35 at Page 101, records of Oconee County, South Carolina, and is the westernmost portion of that unnumbered lot containing approximately 1.44 acres on a plat prepared by Jerry E. Byrd, RLS #8097, dated October 10, 1993 and recorded October 25, 1993 in Plat Book A-224 at Page 6, records of Oconee County, South Carolina. This lot is presently titled in the name of Mack G. Fleming and Elizabeth M. Fleming by deed of Haskell Whitmire and Suzanne S. Whitmire, dated October 22, 1993 and recorded October 25, 1993 in Deed Book 750 at Page 16, records of Oconee County, South Carolina.

- e. Lots #7A, 7, 8, 9, 10 and Parcel 11 are those lots shown on that plat of Gregory Blake Sosebee, PLS #14818, dated March 10, 1998 and recorded April 2, 1998 in Plat Book A-556 at Page 2, records of Oconee County, South Carolina.

Lots #7A and #7 are presently owned in fee simple by Mary Anne W. Johnson by deeds recorded in Deed Books 12-V at Page 173 and 13-R at Page 290, records of Oconee County, South Carolina.

Lots #8, 9, and 10 are presently owned by John Wakefield Wickliffe, II, by deeds recorded in Deed Books 12-V at Page 173 and 13-R at Page 292, records of Oconee County, South Carolina.

Parcel 11 is presently owned by John Wakefield Wickliffe, II, by deeds recorded in Deed Books 10-Z at Page 285, 12-V at Page 173, 13-R at Page 290, and 13-R at Page 292, records of Oconee County, South Carolina.

3. The lots enumerated in Item 2, above, and as shown on the various plats referenced herein constitute all of the lots of the subdivision known as "Cliffwick" and shall not be further subdivided unless these Covenants and Restrictions are amended as hereinafter provided.
4. On all matters affecting Cliffwick Subdivision, all property owners of Lots #1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 shall have one (1) vote per lot;

PROPERTY DESIGNATED AS
 208-00-00-01-000
 208-00-01-000
 TAX MAPS
 Wickliffe
 OCONEE COUNTY ASSESSOR

however, there shall be no voting rights for Lots #3A, 7A, and Parcel 11. Although each of the lots as stated shall have only one (1) vote per lot, in the event that the lot is owned jointly by two or more persons, the vote may be split or divided among all the owners of the lot in accordance with the percentage of ownership or the interest of each.

5. These Covenants and Restrictions 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 and Restrictions are recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each, provided, however, that an instrument signed by the owners of a three-fourths (3/4) majority of the total votes or lots with voting privileges, counted on the basis of one (1) vote per lot, has been recorded agreeing to change or amend said Covenants in whole or in part. These Covenants and Restrictions may, however, be changed, altered or amended at any time by unanimous consent or agreement of all owners of the lots with voting privileges.
6. No lot shall be used except for residential purposes, and no buildings shall be erected, altered, placed, constructed or permitted to remain on any lot other than one (1) detached single-family dwelling, or one (1) semi-detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height. Each building so placed or constructed on each lot shall have curtain walls or underpinning of masonry construction around its entire perimeter, including porches and steps, but allowing doors, windows and ventilators.
7. All dwellings shall be constructed with the use of high quality materials and workmanship to ensure that no dwelling will present an unsightly appearance. All dwellings shall have a minimum ground floor area of the main structure, exclusive of open porches and garage(s), of not less than sixteen hundred

(1,600) square feet for a one-story dwelling and not less than one thousand (1,000) square feet for a dwelling of more than one story. Further, no dwelling shall be permitted on any lot at a building cost of less than THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, exclusive of the price of the lot, based on prices as of January 1, 1971.

8. No building(s) shall be placed or constructed on Lots #1, 2, 3, 4, and/or 5 closer than thirty (30) feet from the edge of the adjoining street right-of-way at the front of the dwelling, nor shall it be placed closer than ten (10) feet to the side boundary of the lot, nor closer than ninety (90) feet to the eight hundred (800) foot MSL contour. In applying the setback requirements, Lot #3A shall be considered a part of Lot #3. This provision shall not preclude nor prohibit the combining of two (2) lots for building purposes, and, if such does occur, the setback and easement requirements may be determined or calculated from the outer boundaries of the combined lots.
9. No building shall be placed or constructed on Lots #7, 8, 9, and/or 10 closer than thirty (30) feet from the edge of the adjoining street right-of-way at the front of the dwelling, nor closer than ten (10) feet to the side boundary of the lot, nor closer than ninety (90) feet to the eight hundred (800) foot MSL contour, or as shown and set forth on the plat of Gregory Blake Sosebee dated March 10, 1998 and recorded April 2, 1998 in Plat Book A-556 at Page 2, records of Oconee County, South Carolina, whichever is the least restrictive. In applying the setback requirements, Lot #7A shall be considered part of Lot #7 or Lot #5, whichever the case may be, in accordance with the ownership of same. This provision shall not preclude nor prohibit the combining of two (2) lots for building purposes, and, if such does occur, the setback and easement requirements may be determined or calculated from the outer boundaries of the combined lots.

10. No building(s) whatsoever shall be placed or constructed upon Parcel 11, as same is to be used and is restricted for the use as the principal roadway mutually serving Lots #8 and #9. The portion of Lots #8 and #9 adjoining Parcel 11 shall be considered the "front" of said lots for the purpose of applying the frontal setback requirement of thirty (30) feet. Parcel 11 shall, at all times, be owned jointly by the owners of Lots #8 and #9 as tenants-in-common and shall never be or become a "neighborhood road" nor a common area in which all property owners in the subdivision have an interest or responsibility. Likewise, the owners of Lots #8 and #9 shall each be solely responsible for one-half (½) of the construction, maintenance and/or future repair costs of the roadway constructed upon Parcel 11 without contribution from any other property owner(s) within the subdivision, and each of the owners of Lots #8 and #9 shall have the right to enforce the financial obligations imposed upon Parcel 11 for the construction, maintenance and future repair of the roadway against the other in a Court of law or in equity.
11. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side five (5) feet of each lot.
12. No obnoxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
13. No structure of a temporary character (trailer, basement, tent, shack, garage, barn or other outbuilding) shall be used on any lot at any time as a residence, either temporarily or permanently.
14. No signs or advertising displays, other than the advertising for sale of the homes on said lots, or signs in connection therewith or incidental thereto, shall be placed on any lot at any time.

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15. No oil or mining operations shall be conducted upon any lot.
16. No garbage or refuse shall be dumped or otherwise placed or disposed of upon any lot nor allowed to accumulate thereon.
17. All sewage disposal, until when and if city or similar public sanitary sewage lines shall be available, shall be by individual septic tanks inspected and approved by the Department of Health and Environmental Control of the State of South Carolina. No septic tanks will be allowed after public sanitary sewage lines are available, and once available, all owners of property within the subdivision shall tie into or "tap" onto the public sanitary sewage lines as soon thereafter as is practicably possible.
18. The various restrictive measures and provisions of this instrument are declared to constitute mutual restrictive covenants and servitudes for the protection and benefit of each lot. Failure by the undersigneds or any other person(s) entitled to enforce any measure or provision upon violation hereof, shall not estop nor prevent enforcement thereafter, nor shall same be deemed a waiver of the right to do so. Enforcement shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any covenant or restriction and may be brought to restrain a violation or to recover damages, or both. Further, the invalidation of any one of these covenants by judgment or Court order shall not, in any way, affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th

day of April, 1998.

Carmen M. Lee
Dawn N. Watson

Mary Anne W. Johnson
Mary Anne W. Johnson

Carmen M. Lee
Dawn N. Watson
Carmen M. Lee
Dawn N. Watson
Carmen M. Lee
Dawn N. Watson
Carmen M. Lee
Dawn N. Watson
James C. Maish
Carmen M. Lee
James H. Maish
Carmen M. Lee
James H. Maish
Carmen M. Lee

John W. Wickliffe, II
John W. Wickliffe, II

L. Clark Wickliffe
L. Clark Wickliffe

Deborah L. Wickliffe
Deborah L. Wickliffe

Mack G. Fleming
Mack G. Fleming

Elizabeth M. Fleming
Elizabeth M. Fleming

W. Bruce Maish
W. Bruce Maish

Helen B. Maish
Helen B. Maish, Individually and as
Trustee of the Helen Bowskill Maish
Unified Credit Trust

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STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named MARY ANNE W. JOHNSON sign, seal, and as her act and deed, deliver the within instrument for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above, witnessed the execution whereof.

Sworn to before me this 20th day
of April, 1998.

Dawn N. Winton
Notary Public for South Carolina
My Commission Expires: 10/12/2003

Carmen M. Lee

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named JOHN W. WICKLIFFE, II, sign, seal, and as his act and deed, deliver the within instrument for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above, witnessed the execution whereof.

Sworn to before me this 20th day
of April, 1998.

Dawn N. Winton
Notary Public for the State of Georgia
My Commission Expires: 10/12/2003

Carmen M. Lee

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STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named L. CLARK WICKLIFFE sign, seal, and as his act and deed, deliver the within instrument for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above, witnessed the execution whereof.

Sworn to before me this 17th day
of April, 1998.

Dawn N. Watson
Notary Public for South Carolina
My Commission Expires: 10/12/2003

Carmen M. LeeSTATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named DEBORAH L. WICKLIFFE sign, seal, and as her act and deed, deliver within the instrument for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above, witnessed the execution whereof.

Sworn to before me this 17th day
of April, 1998.

Dawn N. Watson
Notary Public for South Carolina
My Commission Expires: 10/12/2003

Carmen M. LeeSTATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named MACK G. FLEMING sign, seal, and as his act and deed, deliver within the instrument for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above, witnessed the execution whereof.

Sworn to before me this 20th day
of April, 1998.

Dawn N. Watson
Notary Public for South Carolina
My Commission Expires: 10/12/2003

Carmen M. Lee

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PROBATE

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PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named ELIZABETH M. FLEMING sign, seal, and as her act and deed, deliver within the instrument for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above, witnessed the execution whereof.

Sworn to before me this 20th day
of April, 1998.

Carmen M. Ree
Notary Public for South Carolina
My Commission Expires: 11/3/2005

Larry C. Kault

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named W. BRUCE MAISH sign, seal, and as his act and deed, deliver within the instrument for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above, witnessed the execution whereof.

Sworn to before me this 20th day
of April, 1998.

Carmen M. Ree
Notary Public for South Carolina
My Commission Expires: 11/3/2005

James H. McAlister

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named HELEN B. MAISH, INDIVIDUALLY AND AS TRUSTEE OF THE HELEN BOWSKILL MAISH UNIFIED CREDIT TRUST sign, seal, and as his act and deed, deliver within the instrument for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above, witnessed the execution whereof.

Sworn to before me this 20th day
of April, 1998.

Carmen M. Ree
Notary Public for South Carolina
My Commission Expires: 11/3/2005

James H. McAlister

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT
1998 APR 20 PM 3:30