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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

RIVERSTONE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 10th day of August, 2004, by CRESCENT COMMUNITIES, S.C., LLC, a Delaware limited liability company (the "Declarant"). All capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Declaration.

(Declarant has previously executed and recorded, in error, a Declaration of Covenants, Conditions, and Restrictions in Book 1362 at Page 200 in the Office of the Clerk of Court of Oconee County, South Carolina [the "Prior Declaration"]. Declarant owns all of the Property subject to the Prior Declaration and does hereby terminate the Prior Declaration and declare the same to be of no further force or effect.)

STATEMENT OF PURPOSE

Declarant is the owner of certain Property located in Oconee County, South Carolina, which is more particularly described on that certain map recorded in Plat Book B 20, Pages 1 - 8, in the Office of the Clerk of Court of Oconee County, South Carolina. Declarant desires to provide for the creation of a residential community of single-family residences to be named RiverStone (the "Development") upon the Property.

Declarant desires to insure the attractiveness of the Development, to prevent any future impairment thereof, to prevent nuisances and to enhance the value and amenities of all properties within the Development. Furthermore, Declarant desires to provide for the maintenance and upkeep of certain Common Areas within the Development, including but not limited to the Lake Access Area, Park, Boat Ramp and the Entrance Monument. As part of such Common Area, Declarant desires to construct and provide for the maintenance and upkeep of a lighted Entrance Monument to be located at the entrance to the Development for the common use and benefit of all Owners. In addition, as part of such Common Area, Declarant reserves the right to construct Piers containing Boatslips over the waters of Lake Keowee (the "Lake"). The Piers and Boatslips will be for the use and benefit of Owners who are entitled to the use of said improvements, as more specifically provided in this Declaration.

Declarant desires to provide for a system whereby all Owners will pay for the maintenance and upkeep of the Common Areas; provided, however, that maintenance and upkeep of the Piers and Boatslips will be paid for only by Owners in the Development who are entitled to the use of a Boatslip and Pier, as more specifically provided in this Declaration. All Owners in the Development will pay the cost associated with leasing the Street Lights (if any) and the cost of maintenance and upkeep of the Entrance Monument and such other Common Areas as such Owners are entitled to use and enjoy.

Drawn by and Mail to:
Stephen R. McCrae, Jr.
Wachovia Center
113 East Main Street, 3rd Floor
Rock Hill, SC 29731-1429

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

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

Declarant further desires to create an organization to which will be delegated and assigned the powers of: (a) owning, maintaining and administering the Common Areas, except as otherwise provided in the Declaration; (b) administering and enforcing the covenants and restrictions contained herein; and (c) collecting and disbursing the assessments and charges hereinafter created, in order to efficiently preserve, protect and enhance the values and amenities in the Development, including the Common Areas, to ensure specific rights, privileges and easements in the Common Areas, and to provide for the maintenance and upkeep of the Common Areas, and as provided in the Declaration.

To that end, Declarant has or will cause to be incorporated under South Carolina law, pursuant to the Articles of Incorporation attached hereto as Exhibit A and incorporated herein by reference, RiverStone Owners Association, Inc., as a non-profit corporation for the purpose of exercising and performing the aforesaid functions, said corporation to be governed by the Bylaws attached hereto as Exhibit B and incorporated herein by reference.

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

ARTICLE I

DEFINITIONS

Section 1. "Additional Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions filed in the Office of the Register of Deeds of Oconee County, South Carolina with regard to a certain Phase, section or portion of the Property, as more particularly described in Article II, Section 2(c) hereof.

Section 2. "Additional Property" shall mean and refer to any additional real estate in the vicinity, of or contiguous to the Property, which may be made subject to the terms of this Declaration in accordance with the provisions of Article II, Section 2 of this Declaration.

Section 3. "Architectural Changes Committee" shall have the meaning set forth in Article IX, Section 11 hereof.

Section 4. "Architectural Control Committee" shall mean and refer to the committee appointed by the Board to oversee the development and enforcement of architectural control standards and restrictions with respect to the Development and to perform certain other functions described in the Declaration.

Section 5. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Association attached as Exhibit A hereto and incorporated herein by reference.

Section 6. "Association" shall mean and refer to RiverStone Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 7. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association, which shall be elected and shall serve pursuant to the Bylaws.

Section 8. "Boatslip" or "Boatslips" shall mean and refer to those certain Boatslips which adjoin the Lake Access Area as shown on the Map, which Declarant shall be under no obligation to construct or install, together with any additional Boatslips which Declarant may cause to be constructed in accordance with the terms of Article II, Section 2.

Section 9. "Boatslip Lots" shall mean and refer to those Lots in the Development whose Owners have leased Boatslips in accordance with and as more particularly set forth in Article IV, Section 8 of this Declaration.

Section 10. "Boat Ramp" shall mean and refer to that certain boat ramp which adjoins the Lake Access Area as shown on the Map, which Declarant shall be under no obligation to construct or install.

Section 11. "Bylaws" shall mean and refer to the Bylaws for the Association, attached as Exhibit B hereto and incorporated herein by reference.

Section 12. "Common Area" or "Common Areas" shall mean and refer to the Limited Common Open Space, Lake Access Area, Piers, Boatslips, Entrance Monument, Street Lights (if any), Park, Boat Ramp, Well Sites, Roadways (until dedication to public use) and any other real property specifically shown and designated on the Map as "Common Open Area," "Common Open Space" or "COS." The Common Areas shall be owned initially by Declarant, and ultimately by the Association (except as otherwise provided herein), for the common use, benefit and enjoyment of the Owners. Provided, however, and notwithstanding any other provision in this Section 12 or in this Declaration to the contrary, only the Owners of Boatslip Lots shall be entitled to the exclusive rights applicable to the use, benefit and enjoyment of the Piers and Boatslips, subject to individual Boatslip Lot Owners' exclusive rights to use specified Boatslips. Declarant reserves the right, but not the obligation, to provide additional Common Areas within the Subdivision or to add Additional Property by Supplemental Declaration which shall thereafter be designated as additional Common Area(s).

Section 13. "Declarant" shall mean and refer to Crescent Communities S.C., LLC, and such of its successors and assigns to whom the rights of Declarant hereunder are transferred by written instrument recorded in the Office of the Clerk of Court of Oconee County, South Carolina.

Section 14. "Development" shall mean and refer to RiverStone, a single-family residential development proposed to be developed on the Property by Declarant.

Section 15. "Dwelling" shall mean and refer to a structure for the use and occupancy as a detached single family residence. Each Lot shall contain no more than one (1) Dwelling.

Section 16. "Entrance Monument" shall mean and refer to the area(s) designated by Declarant as "Sign Easement," "Entrance Monument Area," or "COS" (or a similar term) located at the entrance to the Subdivision, as shown on the Map, and the monuments and entrance signs located on such parcels, together with lighting, irrigation system, landscaping and other improvements to be constructed within such Entrance Monument Areas, to be used as an entrance for the Development, and for the purposes set forth in this Declaration.

Section 17. "Guidelines" shall mean and refer to the Architectural, Landscape and Lake Buffer Guidelines, as defined in Article IX, Section 3 hereof.

Section 18. "Improvement" shall have the same meaning as set forth in Article IX, Section 4.

Section 19. "Lake Access Area(s)" shall mean and refer to the Common Area used for access for Boatslip Lot Owners to access their assigned Boatslips and for all Owners to access the Boat Ramp, located between Lots 3 and 4.

Section 20. "Lake Buffer Area" shall have the same meaning as set forth in the Architectural, Landscape and Lake Buffer Guidelines.

Section 21. "Lake Buffer Guidelines" shall have the same meaning as set forth in the Architectural, Landscape and Lake Buffer Guidelines.

Section 22. "Limited Common Open Space" shall mean and refer to that certain tract labeled as "Limited Common Open Space" on the Map. The Owners of Lots 23 and 25, their guests and invitees may use the Limited Common Open Space for normal foot traffic between their Lots and Lake Keowee. However, no dock or other boat activity may take place upon or adjacent to the Limited Common Open Space.

Section 23. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map, which Lots do not include the Common Areas.

Section 24. "Map" shall mean and refer to (i) the map of RiverStone Subdivision recorded in Plat Book B 20 Pages 1 - 8 in the Office of the Clerk of Court of Oconee County, South Carolina, (ii) any recorded map of Additional Property, and (iii) any revision of any such map recorded in such Office.

Section 25. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 26. "Mortgage" shall mean any mortgage or deed of trust constituting a first lien on a Lot.

Section 27. "Mortgagee" shall mean the owner and holder of a Mortgagee at the time such term is being applied.

Section 28. "Non-Waterfront Lots" shall mean and refer to those Lots in the Development which do not adjoin the waters of Lake Keowee.

Section 29. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot within the Development, but excluding those having such interest merely as security for the performance of an obligation.

Section 30. "Park" shall mean and refer to that certain portion of the Common Area marked as "Park" on the Map.

Section 31. "Parking Area(s)" shall mean and refer to the parking lot or lots which may be constructed on the Lake Access Area and/or on other Common Areas for the common use, benefit and enjoyment of the Owners, their families, guests and invitees.

Section 32. "Person" shall mean and refer to any natural person, corporation, joint venture, partnership (general or limited), limited liability company, association, trust, or any other legal entity.

Section 33. "Phase" shall mean and refer to any phase, section or portion of the Property for which a separate Map or Maps are recorded in the Office of the Clerk of Court of Oconee County, South Carolina.

Section 34. "Pier" or "Piers" shall mean and refer to the pier or piers containing the Boatslip(s), which will be constructed in and over the waters of the Lake, including the Piers shown on the Map, together with any additional Piers which Declarant may cause to be constructed in accordance with the terms of Article II, Section 2 of this Declaration.

Section 35. "Pier Zones" shall mean and refer to the areas adjacent to the Waterfront Lot designated as "Pier Zone" or "PZ" (or a similar term) on the Map, to be used for purposes of constructing a dock or Pier, as set forth in Article VIII, Section 22 of this Declaration.

Section 36. "Property" shall mean and refer to all the real property shown on the Map, exclusive of any public rights-of-way as shown on the Map, which Property includes the Lots and the Common Areas as defined herein and as more particularly shown on the Map.

Section 37. "Roadways" shall mean and refer to the roads, streets, entranceways and cul-de-sacs in the Development, as shown on the Plats, and any other roads, streets, entranceways and cul-de-sacs on the Property, all to be privately maintained by the Association until accepted for maintenance by the Oconee County Road Department or other governmental entity, as set forth herein, including without limitation the portion of River Stone Drive lying to the west of Lots 48 and 49, the right-of-way for which is located upon currently owned by Elizabeth G. Nevill, Catherine V. Tuck, and Cornelia V. Barton.

Section 38. "Septic System" shall mean and refer to the individual ground absorption sewage disposal system (including septic tanks and all related equipment) individually installed and maintained by an Owner on his Lot.

Section 39. "Street Lights" shall mean and refer to those certain street lights which may be constructed upon and over the rights-of-way of the Roadways, Parking Area(s) and other Common Areas.

Section 40. "Subdivision" shall mean and refer to RiverStone Subdivision, as the same is shown on the Map.

Section 41. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions filed in the Office of the Clerk of Court of Oconee County, South Carolina to bring additional real property within the coverage of this Declaration and the jurisdiction of the Association, as more particularly described in Article II, Section 2 hereof.

Section 42. "Waterfront Lots" shall mean and refer to any Lot adjoining the waters of Lake Keowee, as shown on the Map.

Section 43. "Well Sites" shall mean and refer to those certain parcels labeled "Well Sites" (or the like) on the Plat(s), upon which may be constructed one or more wells for the operation and maintenance of same by the Town of Salem as part of the Water System, all as more particularly described in Article VIII of this Declaration.

Section 44. "Wetlands" shall mean and refer to those portions of the Common Area marked as "Delineated Wetland" or similar designation on the Map, and any additional wetlands that are designated by Declarant, or by any governmental authority or agency having jurisdiction, in the Common Area.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE ASSOCIATION

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

Section 2. Additions to the Property.

(a) Declarant may cause Additional Property (including Common Areas) to be made subject to the terms and scheme of this Declaration by filing one or more Supplemental Declarations in the Office of the Clerk of Court of Oconee County, South

Carolina, containing a description of the Additional Property and a statement by the Declarant of its intent to extend the operation and effect of this Declaration to the Additional Property. Declarant may also cause additional Piers and Boatslips to be constructed and made subject to the terms and scheme of this Declaration by the filing of one or more Supplemental Declarations describing the location and number of Piers and Boatslips to be added and containing a statement by Declarant of its intent to extend the operation and effect of this Declaration to the additional Piers and Boatslips. Notwithstanding the foregoing, the covenants and restrictions established herein as applied to, or imposed upon, the Additional Property may be altered or modified by the filing of one or more Supplemental Declarations as, provided in Subparagraph (b) below.

(b) Any Supplemental Declaration may contain complementary additions to the covenants and restrictions contained herein as may be necessary in the judgment of the Declarant to reflect the different character of the Additional Property. In no event, however, shall any Supplemental Declaration revoke, modify or add to the covenants and restrictions contained herein with respect to the Property, nor revoke, modify, change or add to the covenants and restrictions established by previously filed Supplemental Declarations, without meeting the requirements for amendment set forth in this Declaration, except as may be otherwise specifically set forth herein. Notwithstanding the foregoing Declarant or the Association shall have the right, without meeting the requirements for amendment set forth in Article XIV, Section 3 of this Declaration, to amend this Declaration to reconfigure any proposed Piers and Boatslips, to reflect the actual final configuration of such areas and the "as-built" construction of such amenities.

(c) In addition to the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this Declaration, Declarant shall have the right, at its election, and without the consent of any Owner or Owners, to subject any Phase, section or portion of the Property owned by Declarant to additional controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens, by filing an Additional Declaration in the Office of the Clerk of Court of Oconee County, South Carolina, covering only such Phase, section or portion of the Property. An Additional Declaration may or may not provide for the establishment of a property owners' association to govern the ownership and/or maintenance of the portion of the Property affected by the Additional Declaration and the enforcement of the provisions of such Additional Declaration. Whether or not a property owners' association is formed pursuant to such Additional Declaration, the Association shall have the right and authority to enforce all controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens imposed by such Additional Declaration and any amendments thereto, whether or not such right and authority is expressly provided for in such Additional Declaration.

(d) Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that so long as Declarant owns any part of the Property, the prior written consent of Declarant shall be required for any parties to modify, change and/or amend, in whole or in part, the terms and provisions of this

Declaration, any Supplemental Declaration, and/or any Additional Declaration, or to impose new or additional covenants, conditions, restrictions or easements on any part of the Property.

ARTICLE III

PROPERTY RIGHTS

Section 1. Ownership of Common Area. Except as otherwise provided herein, Declarant shall convey to the Association the Common Areas to be owned and maintained by the Association. The Declarant reserves the right to construct the following within the Common Areas: (i) the Boat Ramp, Boatslips, Piers and pathways and other improvements within the Lake Access Areas and other similar Common Areas used to access Boatslips; (ii) the Entrance Monument(s) to be located at the entrance to the Subdivision; and (iii) the park which will include a picnic area, playground and restrooms for the use and enjoyment of the Owners who are entitled to the use of such Common Areas, as provided in this Declaration. Notwithstanding the recordation of any Map or any other action by Declarant or the Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the general public.

Section 2. Owners' Rights to Use and Enjoy Common Areas. Each Owner shall have the non-exclusive easement and right to use and enjoy the Common Areas, and such right shall be appurtenant to and conveyed with title to such Owner's Lot, subject to the following:

(a) the right of the Association to promulgate and enforce reasonable regulations governing the use of the Common Areas to insure the availability of the right to use the Common Areas to the Owners and the safety of all Owners on the Common Areas;

(b) the right of the Association to suspend the voting rights of an Owner in the Association and the right of the Association to suspend the right to use certain or all of the Common Areas by an Owner for any period during which any assessment against said Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Declarant or the Association to grant or reserve utility, drainage and other easements across the Common Areas;

(d) the Piers and Boatslips may be used only by those Owners specifically entitled thereto under this Declaration;

(e) the provisions of Article VIII of this Declaration;

(f) the prohibition of any disturbance of or activities within the Wetlands, as more particularly described in Article VIII, Section 29 below, and the right of Declarant to restrict (or cause the Association to restrict) the Wetlands, or portions thereof from time to time, in favor of the U. S. Army Corps of Engineers, and the South Carolina

Department of Health and Environmental Control, as provided in Article XIII, Section 11, below; and

(g) the Limited Common Open Space is only for the use and enjoyment of the Owners of Lots 23 and 25, subject to Article VIII, Sections 30 and 31 of the Declaration.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Areas and facilities located thereon to the members of his or her family, guests, invitees, or tenants, as the case may be.

ARTICLE IV

THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot, and shall be governed by the Bylaws attached as Exhibit B hereto.

Section 2. Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two (2) classes of Lots with respect to voting rights:

(a) Class A Lot. Class A Lots shall be all Lots, except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one Person owns an interest (other than a leasehold or security interest) in any Lot, all such Persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

(b) Class B Lot. Class B Lots shall be all Lots owned by Declarant which have not been conveyed to purchasers who are not affiliated with the Declarant. Each Class B Lot shall entitle the Owner of said Lot to four (4) votes for each Class B Lot owned by it.

Section 3. Relinquishment of Control. Notwithstanding anything contained herein to the contrary, the Class B membership shall cease and be converted to the Class A membership upon the earliest to occur of (a) the date on which Declarant no longer owns any part of the Property; (b) the date Declarant shall elect, in its sole discretion, that the Class B membership shall cease and be converted to the Class A membership (which election may be made, if at all, upon Declarant giving written notice of the election to the Board); or (c) December 31, 2015. The earliest to occur of (a), (b) or (c) above shall herein be referred to as the "Turnover Date." After the Turnover Date and for so long as Declarant owns any part of the Property, Declarant shall be a Class A member.

Section 4. Availability of Documents. The Association shall maintain current copies of the Declaration, the Bylaws and other rules concerning the Development, as well as its own books, records, and financial statements available for inspection by all Owners, Mortgagees and

insurers and guarantors of Mortgages that are secured by Lots. All such documents shall be available upon reasonable notice and during normal business hours. In addition, any Mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

Section 5. Management Contracts. The Association is authorized and empowered to engage the services of any person, firm or corporation to act as managing agent of the Association at a compensation level to be established by the Board and to perform all of the powers and duties of the Association. Provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association, with or without cause, upon ninety (90) days prior written notice to the manager without payment of a termination fee.

Section 6. Maintenance. The Common Areas, together with all utilities, easements and amenities located within, or adjacent to, the Common Areas, and not otherwise maintained by public entities or utilities, shall be maintained by the Association as more particularly described below:

(a) Maintenance of the Entrance Monument(s) shall include maintenance, repair and reconstruction, when necessary, of the monuments, signage, irrigation, planters and lighting located thereon and providing and paying for landscaping, utility charges for irrigation and lighting of the monuments and signage located thereon.

(b) Maintenance of the Parking Area(s) shall include repair and reconstruction of the pavement and payment of the costs of lighting.

(c) Maintenance of the Piers and Boatslips shall include the maintenance, repair and reconstruction, when necessary, of the Piers and Boatslips, including all lighting, water lines and other fixtures, wire, railings and other facilities located thereon, and providing and paying for utility charges therefor.

(d) All Common Areas, including, but not limited to, the Lake Access Area, Park, Boat Ramp, Well Sites, Piers and Boatslips (and all improvements located thereon), shall be clean and free from debris and maintained in an orderly condition, together with the landscaping and irrigation thereon (if any) in accordance with the standards of similar amenities in comparable developments within the vicinity of the Development, including any removal and replacement of any landscaping, utilities, or improvements located thereon.

(e) Maintenance of the Lake Access Areas and other similar Common Areas used to access Boatslips shall include landscaping, irrigation and improvements thereon together with maintaining any paths constructed thereon in passable condition for pedestrian use, and in accordance with the construction standards and materials as the original path constructed by Declarant, reasonable wear and tear excepted. Owners of Lots which abut Lake Access Areas and/or other similar Common Areas used to access

Boatslips shall not block, impede access over or place or construct any fence or other natural or artificial barricade or impediment over all or any portion of such areas.

(f) The Association shall not be responsible for the maintenance of any Lot or any portion of any Lot or the improvements within the boundaries thereof, including, without limitation, any dock, pier or boatslip located within the Pier Zone (as defined in Section 22 of Article VIII) adjacent to any Waterfront Lot. The Owners of such Lots shall be solely responsible for same.

(g) The Association shall have the right, but not the obligation, to inspect each Owner's Septic System in order to determine if such Septic System is in compliance with any requirements imposed by the Association or any governmental authority. Each Owner shall be responsible for maintaining such Owner's Septic System in an orderly operating condition and in compliance with any requirements imposed by the Association or any governmental authority.

(h) Maintenance of the Roadways shall be to the standards required by the Oconee County Road Department for public roads.

(i) The Limited Common Open Space must be maintained by the Owners of Lots 23 and 25 in compliance with any requirements imposed by the Declarant, the Association, or any governmental authority. If maintenance by the Owners of Lots 23 and 25 is not in compliance with such requirements, the Declarant or the Association may, but is not obligated to, exercise its rights under Article VIII, Section 31 of this Declaration.

Section 7. Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements located on all Common Areas, and in order to fund unanticipated expenses of the Association or to acquire equipment or services deemed necessary or desirable by the Board of Directors. Such reserve fund shall be collected and maintained out of the Annual and Boatslip Assessments, as hereinafter defined.

Section 8. Piers and Boatslips. Subject to obtaining the required approvals from Duke Energy Corporation and any other regulatory body having jurisdiction, Declarant shall have the exclusive right to construct some or all of the Piers and Boatslips (including all improvements located thereon), in the approximate locations shown on the Map or as otherwise shown in any Supplemental Declaration or other document which may be filed pursuant to the provisions of this Declaration. Declarant shall not construct more Boatslips than are approved by Duke Energy Corporation pursuant to Declarant's Boatslip permit request for the Subdivision. Notwithstanding any term or provision in this Declaration to the contrary, the Piers and Boatslips, to the extent available, will be offered to Owners of any Lot with respect to which an individual pier cannot be constructed subject to availability and based on such priority as may be established by Declaration in its sole discretion.

(a) Following the construction of the Piers and Boatslips as set forth above, Boatslips shall be leased by Declarant to the Owners of certain Lots in accordance with the following provisions:

(i) Pursuant to that certain Boatslip lease form provided by Declarant (the "Boatslip Lease"), Declarant, in its sole discretion, may lease a Boatslip to the Owner of certain Lots. Each Boatslip Lease shall be appurtenant to the ownership of the applicable Lot and shall only be assigned as provided below.

(ii) Most Waterfront Lots are suitable for the construction of adjacent piers within Pier Zones within the waters of Lake Keowee for the use of the Owners of such Waterfront Lots. However, Duke Energy Corporation, Federal Energy Regulatory Commission and/or the Declarant may not allow the construction of a pier adjacent to a Waterfront Lot due to the narrowness of the cove or other factors, including aesthetic factors such as views from adjacent Lots. Any such Waterfront Lot with respect to which a pier cannot be constructed for such reasons remains a Waterfront Lot, but may become a Boatslip Lot as well if the Owner of such Lot enters into a Boatslip Lease.

(iii) No Lot (whether a Waterfront Lot or a Non-Waterfront Lot) becomes a Boatslip Lot until the Owner of such Lot has entered into a Boatslip Lease. Thereafter, for such time as the Owner of such Lot remains a lessee under a Boatslip Lease, the Lot remains a Boatslip Lot.

(iv) In connection with the initial sale of a Lot by Declarant, Declarant has the right to require the Owner of such Lot to enter into a Boatslip Lease, unless the Lot is a Waterfront Lot adjacent to which an individual pier can be constructed. However, no Owner of any Lot has a right to lease a Boatslip, and Boatslips are leased subject to availability and based on such priorities as may be established by Declarant in its discretion. If the Owner of any Lot purchasing from Declarant elects not to lease a Boatslip in connection with the initial sale and conveyance of the Lot by Declarant, then Declarant shall have no obligation to lease a Boatslip to the Owner of such Lot, or his or her successors, assigns or grantees.

(v) No Owner may lease more than one Boatslip per Lot owned by such Owner. No lease of a Boatslip may be entered into by the Owner of a Waterfront Lot with respect to such Waterfront Lot if such Waterfront Lot has a Pier Zone.

(vi) The Lot to which a Boatslip Lease is appurtenant shall thereafter be a Boatslip Lot subject to the provisions of subparagraph 8(a)(vii) below. Once entered into between Declarant and the Owner of such Boatslip Lot, the relevant Boatslip Lease shall not be separated from the ownership of the Boatslip Lot to which it is appurtenant but rather, shall run with the title to such Boatslip Lot unless and until such Boatslip Lease is assigned by the Boatslip Lot Owner to another Lot Owner in accordance with subparagraph 8(a)(vii). In this regard,

provided the applicable Boatslip Lease has not been previously assigned in accordance with subparagraph 8(a)(vii), any conveyance by a Boatslip Lot Owner of its ownership interest in a Boatslip Lot shall automatically assign to the transferee of such ownership interest all rights and duties of said Boatslip Lot Owner under the Boatslip Lease; provided, however, in such event, the Boatslip Lot Owner and the transferee of the Boatslip Lot Owner's ownership interest in the Boatslip Lot shall immediately execute and record an instrument in the Office of the Clerk of Court of Oconee County, South Carolina, sufficient to provide record evidence of such assignment (a filed copy of which instrument shall be provided to Declarant, for so long as Declarant is lessor under the Boatslip Lease, and to the Association, following recordation). Any deed of trust, mortgage or other encumbrance of a Boatslip Lot shall also encumber the Boatslip Lease appurtenant thereto, even if not expressly included therein. Provided, however, no mortgagee, trustee or other person claiming by, through or under any instrument creating any such encumbrance shall by virtue thereof acquire any greater rights in the relevant Boatslip than the Boatslip Lot Owner may have under the Boatslip Lease at the time of such encumbrance; and provided further, such deed of trust, mortgage or other instrument of encumbrance, and the indebtedness secured thereby, shall at all times be and remain subordinate and subject to all of the terms and conditions of the Boatslip Lease and to all of the rights of Declarant (as lessor) thereunder. Any successor to a Boatslip Lot Owner's interest in a Boatslip Lease, whether such interest is acquired by sale, assignment, foreclosure, deed in lieu of foreclosure, power of sale, execution or otherwise, shall take such interest subject to all of the terms, covenants, conditions, duties, and obligations of such Boatslip Lot Owner under the Boatslip Lease, shall be deemed to have attorned to Declarant or Association (as lessor) and shall execute an attornment agreement upon the request of Declarant or Association (as lessor).

(vii) Any Boatslip Lease may be assigned by the relevant Boatslip Lot Owner only to another Lot Owner who does not have an individual pier and is not the lessee under another Boatslip Lease. Upon such assignment, the Boatslip Lot Owner and the assignee of such Boatslip Lot Owner's interest in the Boatslip Lease shall immediately execute and record an instrument in the Office of the Clerk of Court of Oconee County, South Carolina (a filed copy of which shall be provided to Declarant, for so long as Declarant is lessor under the Boatslip Lease, and to the Association), sufficient to provide record evidence of such assignment. Following such assignment, the assignor's Lot shall automatically cease to be a Boatslip Lot and the assignee's Lot shall thereafter be a Boatslip Lot (until further assignment of said assignee's lease rights), in which case the relevant Boatslip Lease shall then run with the title to such Boatslip Lot as set forth in subparagraph 8(a)(vi). No Boatslip Lease shall be separated from the ownership of any Lot and assigned to anyone or any entity other than another Owner in accordance with this subparagraph 8(a)(vii) and the Declaration.

(b) Declarant shall have the right to use Boatslips not leased to another Owner and shall have the obligation to pay Boatslip, Supplemental Boatslip and Special

Boatslip Assessments on any Boatslips constructed by Declarant and actually used by Declarant and not leased to another Owner. Declarant shall not be required to pay Boatslip, Supplemental Boatslip and Special Boatslip Assessments for any Boatslips not actually used by Declarant. At Declarant's option, Declarant shall be entitled to assign all rights and duties of Declarant under any Boatslip Lease and/or the Duke Lease to any person or entity, including, without limitation, the Association, whereupon Declarant shall have no further rights, duties, obligations or liabilities thereunder.

(c) In the event that a Pier contains a Boatslip which has not been leased as an appurtenance to a Boatslip Lot, said Boatslip may be retained by Declarant, and Declarant shall have the right to continue to enter into Boatslip Leases with Owners with respect to such Boatslips that have not been previously leased. Until a Boatslip Lease has been entered into with an Owner, however, Declarant may, in its sole discretion, allow the use of unleased Boatslips for the common use and enjoyment of the Owners of Boatslip Lots, their families, guests and invitees, for the purpose of temporarily docking boats. No boat or other recreational vehicle shall be permitted to remain overnight in any unleased Boatslip, unless authorized by Declarant.

(d) The use of the Piers and Boatslips is and shall be subject to each of the following:

(i) rules and regulations for use promulgated by Declarant and/or Association;

(ii) all laws, statutes, ordinances and regulations of all federal, state and local governmental bodies having jurisdiction thereon;

(iii) rules and regulations for use established by Duke Energy Corporation, its successors and assigns; and

(iv) the terms and provisions of that certain Lease Agreement between Duke Energy Corporation and Declarant (the "Duke Lease") pertaining to the lease of the lake bed underlying the Boatslips (a copy of said Duke Lease is attached to the Boatslip Lease form).

(e) The Board of Directors, pursuant to the Bylaws attached hereto as Exhibit B, shall adopt rules and regulations governing the use of the Piers and Boatslips and the personal conduct thereon of the Members owning Boatslip Lots and their families, guests and invitees. Should Members owning Boatslip Lots desire to amend such rules and regulations, then a meeting of the Members owning Boatslip Lots may be called and held, in accordance with the terms and provisions of the Bylaws, for the purpose of voting to amend such rules and regulations. If such a meeting is duly called and held, the Boatslip Lot Owners may direct the Board of Directors to make such amendments to the rules and regulations governing the use of the Piers and Boatslips, including additions to and deletions of portions of such rules and regulations, as are approved by a vote of the Members owning Boatslip Lots in accordance with the terms and provisions of the Bylaws, and as are permitted under the Duke Lease and as are

consented to by Declarant so long as Declarant is the Owner of any Lot or maintains the right to construct additional Boatslips. Boatslips may only be installed by Declarant.

(f) Piers may only be used by Owners of Boatslip Lots, their families, guests and invitees. Each Boatslip may only be used by the Owner(s) of the Boatslip Lot to which the Boatslip Lease for such Boatslip is appurtenant, their families, guests and invitees.

Section 9. Parking Area(s). Declarant shall construct, and the Association shall maintain, repair and, if destroyed, replace as a common expense of the Association, any paved Parking Area(s) constructed by Declarant and located on the Lake Access Area and other Common Areas. The Parking Area(s) shall be constructed and maintained in order to provide parking for the Owners, and may be used by Declarant and its assigns and the Owners, their families, guests and invitees, in connection with their use of the Boatslips and Boat Ramp.

Section 10. Liability Limitations. Neither Declarant, nor the Association, nor any Association Member, nor the Board, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Association Member, whether or not such other Association Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify, defend and hold harmless all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

ARTICLE V

COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Annual, Supplemental Annual, Special and Special Individual Assessment. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association Annual Assessments, Supplemental Annual Assessments, Special Assessments and Special Individual Assessments, as hereinafter defined, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent

assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them, provided such assessments or charges, together with interest, costs, and reasonable attorneys' fees, shall, as set forth above, be a continuing lien upon the Lot against which such assessments or charges are made.

Section 2. Purpose of Annual Assessment. The assessments to be levied annually by the Association against each Lot ("Annual Assessments") shall be used as follows:

- (a) to repair, maintain, reconstruct (when necessary) and keep clean and free from debris the Common Areas and any improvements located thereon, including, but not limited to, Street Lights, Entrance Monument(s), Lake Access Area, Boat Ramp and Park (but excluding the Piers and Boatslips), and to maintain the landscaping thereon in accordance with standards of similar amenities in comparable developments within the vicinity of the Development;
- (b) to pay all costs associated with the lease of the Street Lights, including, but not limited to, monthly lease payments and utility costs;
- (c) to pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association (other than the Piers and Boatslips and any improvements located thereon [and any other property owned in connection therewith]);
- (d) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws, except for such insurance carried specifically in connection with the Piers and Boatslips and any improvements located thereon;
- (e) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws, except for such fees incurred specifically in connection with the Piers and Boatslips; and
- (f) to maintain contingency reserves for the purposes set forth in Article IV, Section 7 hereof in amounts as determined by the Board of Directors; and
- (g) to maintain the Roadways until accepted for maintenance by the Oconee County Road Department.

Section 3. Payment of Annual Assessments: Due Date. Annual Assessments provided for herein shall commence as to each Lot on January 1, 2005. The Annual Assessment for the calendar year beginning January 1, 2005, and ending December 31, 2005, shall be Four Hundred Seventy-five and No/100 Dollars (\$475.00) per Lot. The Annual Assessment for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with Article V, Section 4, and shall be due and payable in one annual payment, such payment being due and payable no later than January 31 of each such year. The Board of Directors shall fix the amount of the Annual Assessment as to each Lot for any calendar year at least thirty (30) days prior to January 1 of such calendar year, and the Association shall send written notice of the amount of the Annual Assessment, as well as the amount of the payment due, to each

Owner on or before January 5 of such calendar year. The failure of the Association to send, or of a Member to receive, such notice shall not relieve any Member of the obligation to pay Annual Assessments. Notwithstanding the forgoing, the Board of Directors may alter the dates of the fiscal year for setting the Annual Assessments, and may increase or decrease the frequency of the collection of the Annual Assessments (or installments thereof) in any reasonable manner.

Section 4. Maximum Annual Assessment.

(a) For years following the first year of Annual Assessments and thereafter, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members, may increase the Annual Assessment each year by a maximum amount equal to the previous year's Annual Assessment times the greater of (i) ten percent (10%) or (ii) the annual percentage increase in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84 = 100) ("CPI") issued by the U.S. Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, then the index most similar to the CPI (published by the United States Government indicating changes in the cost of living) shall be used. If the Annual Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Annual Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the Members.

(b) From and after the first year of Annual Assessments, the maximum Annual Assessment may be increased above the maximum amount set forth in subparagraph (a) of this Section 4 by a vote of a majority of the votes appurtenant to the Lots which are then subject to this Declaration, plus the written consent of Declarant (so long as Declarant owns any part of the Property).

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum set forth in Subparagraph (a) of this Section 4 (the "Maximum Annual Assessment"). If the Board of Directors shall levy less than the Maximum Annual Assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by vote in accordance with the Bylaws, levy a supplemental Annual Assessment ("Supplemental Annual Assessment"). In no event shall the sum of the Annual and Supplemental Annual Assessments for any year exceed the applicable Maximum Annual Assessment for such year other than as set forth herein.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of (i) the construction of any Common Area improvements which are not originally constructed by Declarant; or (ii) the reconstruction,

repair or replacement of the Common Areas, including, but not limited to, the Entrance Monument(s), Boat Ramp or Park (but excluding the Piers and Boatslips) and all improvements located thereon, including fixtures and personal property related thereto. Provided, however, any such assessment must be approved by Declarant (so long as Declarant owns any part of the Property) and by a vote of a majority of the votes appurtenant to the Lots which are then subject to this Declaration.

Section 6. Special Individual Assessment. In addition to the Annual Assessments and Special Assessments authorized above, the Board of Directors shall have the power to levy a special assessment applicable to any particular Lot Owner ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas, including the Limited Common Open Space, Entrance Monument(s), Street Lights, Lake Access Area (and similar Common Areas used to access Boatslips), and Boatslips and Piers, including all improvements located thereon, whether occasioned by any act or omission of such Lot Owner), members of such Lot Owner's family, or such Lot Owner's agents, guests, employees or invitees and not the result of ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against any particular Lot Owner relative to such Lot Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, the Guidelines or any rules or regulations promulgated by the Association or the Declarant pursuant to this Declaration or the Bylaws. Provided, however, Declarant shall not be obligated to pay any Special Individual Assessment except with Declarant's prior written approval. The due date of any Special Individual Assessment levied pursuant to this Section 6 shall be fixed in the Board of Director's resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner's) at least thirty (30) days prior to the date such Special Individual Assessment is due.

Section 7. Assessment Rate.

(a) Subject to the exception set forth in subsection (b) below, Annual, Supplemental Annual and Special Assessments must be fixed at a uniform rate for all Lots.

(b) Annual, Supplemental Annual and Special Assessments for each Lot owned by Declarant shall be one-third (1/3) of the Annual, Supplemental Annual and Special Assessments for each other Lot in the Subdivision not owned by Declarant.

ARTICLE VI

COVENANT FOR BOATSLIP, SUPPLEMENTAL BOATSLIP
AND SPECIAL BOATSLIP ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Boatslip, Supplemental Boatslip and Special Boatslip Assessments. Declarant, for each Boatslip Lot owned within the Property, hereby covenants, and each Owner of any Boatslip Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, or by entering into a Boatslip

Lease (or an assignment thereof) for a Boatslip as an appurtenance to such Owner's Lot as more particularly set forth in Article IV, Section 8 of this Declaration is deemed to covenant and agree to pay to the Association, in addition to the Annual, Supplemental Annual and Special Assessments provided for herein, Boatslip Assessments, Supplemental Boatslip Assessments and Special Boatslip Assessments, as hereinafter defined, for maintenance and repair costs of the Piers and Boatslips (including all improvements thereon) established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Boatslip Lot against which each such assessment or charge is made and upon the right to use the Pier and the Boatslip appurtenant to such Boatslip Lot. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Boatslip Lot effective at the time when the assessment falls due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them, provided such assessments or charges, together with interest, costs, and reasonable attorneys' fees, shall, as set forth above, be a continuing lien upon the Boatslip Lot against which such assessments or charges are made.

Section 2. Purpose of Boatslip Assessments. The assessments to be levied annually by the Association against each Boatslip Lot (the "Boatslip Assessments") shall be used as follows:

- (a) to clean, maintain, repair and reconstruct when necessary, the Piers and Boatslips, including all lighting and other fixtures, wires, railings and other facilities located thereon (if any), all as more particularly set forth in Article IV, Section 8 of this Declaration;
- (b) to provide and pay for lighting of and water service to the Piers and Boatslips (if any) to the extent necessary for the safety and enjoyment of the users thereof,
- (c) to pay all ad valorem taxes levied against the Piers and Boatslips and any other property owned by the Association in connection therewith;
- (d) to pay all lease payments, under the Duke Lease and any extension, renewal, or replacement thereof;
- (e) to pay the premiums on all insurance carried by the Association in connection with the Piers and Boatslips (including all improvements located thereon) pursuant hereto or pursuant to the Bylaws;
- (f) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws in connection with the Piers and Boatslips (including all improvements located thereon); and
- (g) to maintain reserves for the purposes set forth in Article IV, Section 7 hereof in amounts as determined by the Board of Directors.

Section 3. Payment of Boatslip Assessments; Due Dates. The Boatslip Assessments provided for herein shall be payable, annually, in advance, and shall commence as to each Boatslip Lot (to which a completed Boatslip is appurtenant), and shall be due and payable thirty (30) days following the lease of a completed Boatslip to a Boatslip Lot as set forth in Article IV, Section 8 of this Declaration (such assessment shall be prorated from the date of such lease through the remainder of the calendar year for which such assessment is due). Notwithstanding the foregoing, no Boatslip Assessments shall be due prior to January 1, 2005. The initial Boatslip Assessments applicable to all Boatslip Lots (for the calendar year in which the first lease of a completed Boatslip is executed) shall be Four Hundred Seventy-five and No/100 Dollars (\$475.00) per Boatslip Lot. Boatslip Assessments for each and every year thereafter shall be payable no later than January 31 of such year. The Boatslip Assessments for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with Section 4 of this Article VI, and shall be due and payable no later than January 31 of each such year. The Board of Directors shall fix the amount of the Boatslip Assessment as to each Boatslip Lot for any year at least thirty (30) days prior to January 1 of such year, and the Association shall send written notice of the amount of the Boatslip Assessment to each Boatslip Lot Owner on or before January 5 of such year. Failure of the Association to send the notice described in this Section 3 shall not relieve the Owners of their liability for Boatslip Assessments. Notwithstanding the foregoing, the Board of Directors may alter the dates of the fiscal year for setting the Boatslip Assessments, and may increase or decrease the frequency of the collection of the Boatslip Assessments (or installments thereof) in any reasonable manner.

Section 4. Maximum Boatslip Assessment.

(a) For years following the first year of Boatslip Assessments and thereafter, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members who are Owners of Boatslip Lots, may increase the Boatslip Assessment each year by a maximum amount equal to the previous year's Boatslip Assessment times the greater of (i) ten percent (10%); or (ii) the annual percentage increase in the CPI issued by the U.S. Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. 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. If the Boatslip Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed, and the Boatslip Assessment may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the Members who are Owners of Boatslip Lots.

(b) From and after the first year of Boatslip Assessments, the Boatslip Assessments may be increased without limitation if such increase is approved by Declarant (so long as Declarant owns any part of the Property) and by a vote of a majority of the votes appurtenant to the Boatslip Lots.

(c) The Board of Directors may fix the Boatslip Assessments at an amount not in excess of the maximum set forth in subparagraph (a) of this Section 4 (the

"Maximum Boatslip Assessment"). If the Board of Directors shall levy less than the Maximum Boatslip Assessment for any calendar year and thereafter, during such year, determine that the important and essential functions of the Association as to the Piers and Boatslips cannot be funded by such lesser assessment, the Board may, by a vote in accordance with the Bylaws, levy a supplemental Boatslip Assessment (the "Supplemental Boatslip Assessment"). In no event shall the sum of the Boatslip and Supplemental Boatslip Assessments for any year exceed the applicable Maximum Boatslip Assessment for such year other than as set forth herein.

Section 5. Special Assessments for Boatslip Improvements. In addition to the Boatslip Assessments authorized above, the Association may levy, in any assessment year, a special Boatslip Assessment (the "Special Boatslip Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of the Piers and Boatslips, and any capital improvement located thereon, including lighting, water lines and other fixtures, poles, wires, railings and other facilities located thereon and personal property related thereto. Provided, however, (i) any such Special Boatslip Assessment must be approved by Declarant (so long as Declarant owns any part of the Property) and by a vote of a majority of the votes appurtenant to the Boatslip Lots, and (ii) any such Special Boatslip Assessment may be levied only against the Owners of Boatslip Lots.

Section 6. Assessment Rate.

(a) Except as set forth in subsection (b) below, Boatslip, Supplemental Boatslip and Special Boatslip Assessments must be fixed at a uniform rate for all Boatslip Lots.

(b) Boatslip, Supplemental Boatslip and Special Boatslip Assessments for each Boatslip Lot owned by Declarant shall be one-third (1/3) of the Boatslip, Supplemental Boatslip and Special Boatslip Assessments for each other Boatslip Lot in the Subdivision not owned by Declarant.

ARTICLE VI-A

COVENANT FOR SEPTIC SYSTEM ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Septic System Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association, in addition to the Annual, Supplemental Annual, Special and Special Individual Assessments provided for herein, Septic System Assessments, as hereinafter defined, for the inspection of each Lot Owner's Septic System. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner effective at the time when the assessment falls due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed

by them, provided such assessments or charges, together with interest, costs, and reasonable attorneys' fees, shall, as set forth above, be a continuing lien upon the Lot against which such assessments or charges are made.

Section 2. Purpose of Septic System Assessments. The assessments to be levied annually by the Association against each upon which a septic system has been constructed (the "Septic System Assessments") shall be used to inspect each Lot Septic System to ensure such Septic Systems are in compliance with any requirements imposed by the Association or any governmental authority.

Section 3. Payment of Septic System Assessment; Due Date. The Septic System Assessments provided for herein shall be payable, annually, in advance, and shall commence as to each Lot, and shall be due and payable thirty (30) days following the completion of construction on each Lot. The initial Septic System Assessments applicable to all Lots (for the calendar year in which construction is completed on such Lot) shall be Two Hundred Seventy-five Dollars (\$275.00) per Lot and One Hundred Seventy-five Dollars (\$175.00) per Lot each year thereafter. Septic System Assessments for each and every year thereafter shall be payable no later than January 31 of such year. The Septic System Assessments for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with Section 4 of this Article VI-A and shall be due and payable no later than January 31 of each such year. The Board of Directors shall fix the amount of the Septic System Assessment as to each Lot for any year at least thirty (30) days prior to January 1 of such year, and the Association shall send written notice of the amount of the Septic System Assessment to each Lot Owner on or before January 5 of such year. Failure of the Association to send the notice described in this Section 3 shall not relieve the Owners of their liability for Septic System Assessments. Notwithstanding the forgoing, the Board of Directors may alter the dates of the fiscal year for setting the Septic System Assessments, and may increase or decrease the frequency of the collection of the Septic System Assessments (or installments thereof) in any reasonable manner.

Section 4. Maximum Septic System Assessment.

(a) For years following the first year of Septic System Assessments and thereafter, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members, may increase the Annual Assessment each year by a maximum amount equal to the previous year's Annual Assessment times the greater of (i) ten percent (10%) or (ii) the annual percentage increase in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84 = 100) (hereinafter "CPI") issued by the U.S. Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, then the index most similar to the CPI (published by the United States Government indicating changes in the cost of living) shall be used. If the Septic System Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Septic System Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the Members.

(b) From and after the first year of Septic System Assessments, the maximum annual assessment may be increased above the maximum amount set forth in subparagraph (a) of this Section 4 by a vote of a majority of the votes appurtenant to the Lots which are then subject to this Declaration, plus the written consent of Declarant (so long as Declarant owns any part of the Property).

(c) The Board of Directors may fix the Septic System Assessment at an amount not in excess of the maximum set forth in Subparagraph (a) of this Section 4 (the "Maximum Septic System Assessment"). If the Board of Directors shall levy less than the Maximum Septic System Assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by vote in accordance with the Bylaws, levy a supplemental Septic System Assessment ("Supplemental Septic System Assessment"). In no event shall the sum of the Septic System and Supplemental Septic System Assessments for any year exceed the applicable Maximum Septic System Assessment for such year other than as set forth herein.

Section 5. Assessment Rate.

(a) Subject to the exception set forth in subsection (b) below, Septic System Assessments and Supplemental Septic System Assessments must be fixed at a uniform rate for all Lots.

(b) Septic System Assessments for each Lot owned by Declarant shall be one-third (1/3) of the Septic System Assessments and Supplemental Septic System Assessments for each other Lot in the Subdivision not owned by Declarant.

ARTICLE VII

GENERAL ASSESSMENT PROVISIONS

Section 1. Certificate Regarding Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 2. Effect of Nonpayment of Assessments; Remedies of the Association; Lien For Unpaid Assessments. Any Annual Assessment, Special Assessment, Special Individual Assessment, Supplemental Assessment, Boatslip Assessment, Special Boatslip Assessment, Supplemental Boatslip Assessment, Septic System or Supplemental Septic System Assessment (collectively, "Assessments") (or installment thereof) not paid by its due date as set forth herein, or any other assessment not paid by its due date, shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors to defray the costs arising because of late payment. The Association may bring an action at law against the delinquent

Owner (or foreclose the lien against the Lot), and interest, late payment charges, costs and reasonable attorney's fees related to such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas, such Owner's Boatslip, if applicable, or by abandoning such Owner's Lot and/or Boatslip.

While no filing other than the recording of this Declaration in the Office of the Clerk of Court of Oconee County, South Carolina, is necessary to perfect the lien for unpaid Assessments provided for herein, the Association may, as further evidence of such lien, at any time after thirty (30) days after the date for the Assessment giving rise to such lien became due, file a notice of such lien in the Office of the Clerk of Court of Oconee County, South Carolina, setting forth the name of the Owner of the Lot against which such lien is asserted, the amount secured by such lien, and the Lot with respect to which the lien is claimed. Any such filed notice of the lien shall secure the amount of the lien set forth in such notice together with any and all additional amounts accruing thereafter, and all costs and expenses of collection including attorneys' fees. The form of such lien, and the means of enforcement thereof, may be as is provided for mechanics' liens under the South Carolina Mechanics' Lien Statute (Title 29, Chapter 5 of the South Carolina Code). Such lien shall have priority as of the date and time of filing thereof in the Office of Clerk of Court of Oconee County, South Carolina.

Section 3. Subordination of the Lien to Mortgages. The lien of the assessments provided for in Articles V, VI and VI-A of this Declaration shall be subordinate to the lien of any first Mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to a mortgage foreclosure under any first Mortgage on a Lot, or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors may in its sole discretion determine such unpaid assessments to be Annual Assessment, Special Assessment, Special Individual Assessment, Supplemental Assessment, Boatslip Assessment, Special Boatslip Assessment, Supplemental Boatslip Assessment, Septic System Assessment or Supplemental Septic System Assessment, as applicable, collectable pro rata from all Owners (or from Boatslip Lot Owners if a Boatslip, Special Boatslip or Supplemental Boatslip Assessment), including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners (or Boatslip Lot Owners if Boatslip Assessment, Special Boatslip Assessment, Supplemental Boatslip Assessment) notwithstanding the fact that such pro rata portions may cause the Annual Assessment, Boatslip Assessment or Septic System Assessment to be in excess of the Maximum Annual Assessment, Maximum Boatslip Assessment or Maximum Septic System Assessment permitted hereunder. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any first Mortgage on a Lot, as above provided.

ARTICLE VIII

RESTRICTIONS

This Article sets forth various restrictions upon and requirements relating to the construction and use of Lots and the Dwellings and other Improvements located thereon. This

Article, however, does not list all of such restrictions and requirements; many additional restrictions and requirements are set forth in the Guidelines. Each Owner, and each builder that is to construct the Dwelling and other Improvements for an Owner, must review and comply not only with this Declaration, but also with the Guidelines.

Section 1. Residential Restrictions. Each Lot shall be used exclusively for single-family, non-transient residential purposes; provided, however, Declarant shall have the right to use the Lots designated, from time to time, by Declarant for the purpose of construction and operation of construction offices and sales/marketing offices (and for related uses) for the Development. No trade, business or business activity of any kind shall be conducted upon a Lot or any part thereof except by Declarant as described hereinabove or except with the written approval of the Board. Provided, however, the Board may permit a business or business activity to be conducted on a Lot so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of this Declaration, does not create a disturbance and does not unduly increase traffic flow or parking congestion on the Property or in the Development. The Board may issue rules regarding permitted business activities. Leasing of a residence on a Lot shall not be considered a business or business activity.

Except those to be utilized by Declarant as described hereinabove, no structure shall be erected, placed, altered, used or permitted to remain on any Lot other than one detached single-family private Dwelling and one private garage (either attached or detached from the Dwelling) for not less than two (2) vehicles and only such other accessory structures as are approved in advance in writing by the Architectural Control Committee pursuant to the Guidelines. No mobile home, modular home or shell home may be erected or permitted to remain on any Lot. No Lot and no Improvements may be used for hotel or other transient residential purposes. Each lease relating to any Lot or any Improvements thereon (or any part of either thereto) must be for a term of at least six (6) months, must be in writing, and must provide that the tenant is obligated to observe and perform all of the terms and provisions hereof applicable to such Lot and/or Improvements. Notwithstanding anything herein to the contrary, no structure, other than a dock, boatslip, or pier, shall be constructed on any Lot prior to the construction of a detached single-family private Dwelling on such Lot.

Subject to the requirements set forth herein and in the Guidelines, fixed piers and floating boat dock facilities incidental to the residential use of Waterfront Lots are expressly permitted only within the Pier Zones adjacent to Waterfront Lots upon the condition that they are not rented, leased or otherwise used for remuneration. Furthermore, no boat (including a houseboat), whether existing on a Lot, docked at a Pier or docked at a fixed pier or floating boat dock appurtenant to any Waterfront Lot in the Development, may at any time be used as a residence.

Section 2. Dwelling Size. The square footage requirements set forth below are for enclosed finished or improved floor area and are exclusive (unless otherwise noted) of vaulted ceiling areas and attics, unheated porches of any type, attached or detached garages, any type of porte cochere and unheated storage areas, decks and patios.

Any Dwelling erected upon any Lot shall contain not less than the following heated floor areas:

	<u>Minimum Total Square Footage</u>	
	<u>Main Floor</u>	<u>Total</u>
Single Story	1600	1600
Multi-story	1400	2000*

*includes finished or unfinished basement

Notwithstanding the foregoing requirements, the Architectural Control Committee shall have the right (but not the obligation), because of restrictive topography, lot dimensions or unusual site related conditions or other reasons, to allow variances from such minimum square footage requirements of up to ten percent (10%) of such minimum square footage requirements by granting a specific written variance.

No Dwelling erected upon a Lot shall contain more than two and one-half (2½) stories above ground level; provided, however, the Architectural Control Committee shall have the right (but not the obligation), because of steep topography, unique Lot configuration or similar reasons, to allow Dwelling heights greater than two and one-half (2½) stories on rear and side elevations.

Section 3. HVAC Equipment. No air conditioning or heating equipment or apparatus shall be installed on the ground in front of, or attached to any front wall of, any Dwelling on a Lot. Additionally, air conditioning and heating equipment and apparatus shall be screened from view from streets and the Lake by landscape improvements, as more particularly provided in the Guidelines.

Section 4. Exterior Lighting. Exterior lighting on Lots shall be subject to the applicable requirements and limitations in the Guidelines. Night lighting of recreational facilities on Lots is not permitted.

Section 5. Fences and Walls. No fence or wall (regardless of the materials) shall be erected on a Lot without the prior written approval of the Architectural Control Committee. No fence may be erected nearer the front lot line of the Lot than the front face of the Dwelling located on such Lot. In the case of a corner Lot, no side yard fence shall be located nearer to any Roadway fronting such Lot than the rear building corner of the Dwelling located on such Lot unless otherwise approved in advance in writing by the ACC. No fence or wall shall be erected, placed or maintained on a Lot in a location that will substantially obstruct views of the Lake. 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 without the written approval of the Architectural Control Committee. 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 ("Openness Test"). A wall constructed of brick or stone and used in lieu of a fence is exempt from the Openness Test. All fences and walls shall be erected in accordance

with the provisions of the Guidelines. The restrictions described herein shall not apply to any improvements originally installed by Declarant on any Common Area.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot with the following exceptions which may not exceed five (5) square feet in size: (a) one sign per Lot advertising the property for sale; (b) one sign on the Lot only used by a builder to advertise the Lot during the construction and sales period; and (c) temporary political signs; provided, however, the Architectural Control Committee may require, in its sole discretion, that the characteristics of such permitted signs including their shape, height, construction, placement, and materials be submitted by persons displaying such signs to the Architectural Control Committee for approval. The Architectural Control Committee shall have the power, but not the obligation, to adopt and issue, from time to time, sign guidelines, as part of the Guidelines, to assist the Architectural Control Committee in reviewing and approving proposed signs to be erected on the Property. No signs of any kind may be displayed to the public view on any Common Area other than the Entrance Monument. Notwithstanding the immediately preceding sentence, Declarant shall not be prohibited from erecting and maintaining signs and billboards, permanent or temporary, advertising the Property, the Development or portions of either thereof, or for any other purpose, on any portion of the Property owned by Declarant or in the Common Areas.

Section 7. Temporary Structures; Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot; provided, however, a construction office trailer may be located on a Lot until completion of the Dwelling or on that Lot. 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 any Lot or attached to any Dwelling. Provided, however, nothing herein shall prohibit Declarant from erecting or moving temporary buildings onto Lots owned by Declarant to be used for storage, or for construction or sales offices.

Section 8. Utilities. All utilities and utility connections shall be located underground, including electrical, telephone and cable television lines. Transformers, electric, gas or other meters of any type, or other apparatus shall be located at the rear or side of the Dwellings or Improvements constructed on Lots or, if approved by the Architectural Control Committee in writing, located elsewhere on the Lot; provided, however, that they are adequately screened as required by the Architectural Control Committee in accordance with the provisions of this Declaration.

Section 9. Erosion and Sediment Controls. Prior to any earth disturbing activity, erosion and sediment control measures shall be implemented and undertaken by the Owner or Owner's builder in accordance with the applicable provisions of the Guidelines, and as described and attached hereto as Exhibit C.

Section 10. Building Envelope. No building and no swimming pool or other Improvement on any Lot (including any stoops or porches, patios, decks, terraces, etc.) shall be erected or permitted to remain outside of the building envelope for that particular Lot as established by the Architectural Control Committee (as to each Lot, the "Building Envelope"). The Building Envelope approved for any Lot will be available from the Architectural Control

Committee on the recorded Map. Provided, however, and notwithstanding the foregoing to the contrary, (i) docks, Piers (including any gazebos proposed to be attached thereto) and Boatslips are exempt from this Building Envelope restriction, provided they are approved by the Architectural Control Committee in accordance with the applicable provisions of the Guidelines, (ii) exterior steps at the front and rear of a Dwelling may project into the setback area established by the Building Envelope up to a distance of five (5) feet, and (iii) fireplace chimney structures projecting from the side of a Dwelling may encroach no more than eighteen (18) inches into the side yard setback established by the Building Envelope. The Architectural Control Committee shall have the right in its sole discretion to make exceptions to any Building Envelope to recognize any special topography, vegetation, Lot shape or dimension, or other site-related conditions. In the event any zoning or subdivision ordinance, floodway regulation or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, then all buildings erected during the pendency of such requirements shall conform thereto.

Section 11. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. During construction of Improvements on a Lot, all rubbish and debris shall be stored and disposed of in accordance with the rules and regulations set forth in the Guidelines.

Section 12. Combination or Subdivision of Lots. If the Owner of a Lot owns an adjacent Lot or Lots and desires that two (2) or more such Lots be considered as one Lot, then such Lots shall (except in connection with the payment of assessments and except as provided herein) be considered as one Lot for the purposes of this Article VIII upon the satisfaction of the following conditions: (a) the Owner shall record in the Office of the Clerk of Court of Oconee County, South Carolina, an instrument expressing the Owner's intent to combine the Lots; (b) the instrument shall refer specifically to this section in this Declaration and to identify the Lots to be considered as one Lot for purposes of this Article VIII; (c) a copy of such recorded instrument shall be promptly delivered by such Owner to the Architectural Control Committee for its records; and (d) the Building Envelopes, setback lines, and easements reserved in this Declaration shall be adjusted accordingly by the Architectural Control Committee. Provided further, once two or more Lots have been combined, they cannot be subdivided without the written consent of the Architectural Control Committee. Furthermore, no Lot shall be subdivided by sale, lease or otherwise without the prior written consent of both the Architectural Control Committee and Declarant.

Anything in this Declaration to the contrary notwithstanding, Declarant reserves the right to change the size, boundaries or dimensions (including the elimination of Lots by recombination) of any Lot owned by Declarant for any reason in its sole discretion. If a Lot is eliminated by Declarant through any such recombination or change in boundaries, it shall no longer be a Lot for any purpose, and no assessments shall accrue with respect thereto.

Section 13. Restricted Activities in Common Area. No cutting of vegetation, dumping, digging, filling, destruction or other waste shall be committed on the Common Areas. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from the Common Areas, without the prior written consent of the Declarant and the Association. Each Owner shall be liable to the Association and/or Declarant for any damage to any Common

Area caused by the negligence or willful misconduct of the Owner or his family, tenants, guests, agents, employees, or invitees. Provided, however, the provisions of this Section 13 shall not apply to Declarant in connection with Declarant's construction activities on the Property.

Section 14. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any Lot, other than in enclosed garages.

Section 15. Rules of the Board. All Owners of any Lot shall abide by all rules and regulations adopted by the Board, from time to time. The Board shall have the power to enforce compliance with the rules and regulations by all appropriate legal and equitable remedies and by the imposition of fines as set forth in Article XIV, Section 1, hereof. An Owner determined by judicial action to have violated said rules and regulations, shall be liable to the Association and/or Declarant for all damages, costs, and expenses including attorneys' fees.

Section 16. Entrance Monument Easement. Declarant hereby reserves and grants to the Association a non-exclusive perpetual easement for the purpose of landscaping and maintaining the entryway and erecting and maintaining the Entrance Monument at the entrance of the Subdivision. An easement is hereby reserved by Declarant for itself, its successors in interest and assigns, and granted to the Association, over and across portions of the Subdivision identified as "Entrance Monument Easement," "Entrance Monument Area," "COS," or other similar term on the Map (the "Easement Tract").

Declarant or the Association shall have the right to landscape and maintain the Entrance Monument as an entryway to the Subdivision. Further, Declarant or the Association shall erect and maintain one or more monuments with an entrance sign thereon (collectively, the "Entrance Sign") bearing the name of the Development which Entrance Sign shall be built in accordance with the applicable governmental standards for signs. Declarant shall erect and maintain lighting for the Entrance Sign, planters and other improvements used for the entrance of the Subdivision and comprising the Entrance Monument.

Section 17. Parking; Off-Water Boat Storage.

(a) No vehicles, trucks, vans, cars, trailers, construction equipment, etc. may be parked overnight on any Roadways within the Property.

(b) Commercial use vehicles and trucks not involved with construction activity on the Property and having a carrying capacity and/or size designation greater than or equal to three-fourths (3/4) ton, shall not be permitted to park overnight on the Roadways, driveways or otherwise within the Property, unless stored in an enclosed garage. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time. No vehicles that are not in a condition to be normally operated or that do not have a current registration tag may be stored or situated on any Lot for more than thirty (30) days unless stored in an enclosed garage.

(c) The Owner of each Lot will be responsible for providing on such Owner's Lot a sufficient paved parking area for all vehicles normally parked and/or situated on or in regard to such Lot.

(d) No recreational vehicles or related equipment, including, without limitation, any boat, houseboat, motor home or "camper" vehicle may be maintained, stored or kept on any portion of the Property, except in enclosed garages or in an enclosure specifically approved for such maintenance or storage by the Architectural Control Committee unless otherwise approved by the ACC.

(e) No construction office trailers may be placed, erected or allowed to remain on any Lot after completion of the Dwelling Unit and other Improvements on that particular Lot, except as approved in writing by the Architectural Control Committee. Provided, however, nothing herein shall prohibit Declarant from erecting or moving temporary buildings onto Lots owned by Declarant to be used as construction or sales offices. Other construction vehicles (trucks, vans, cars, construction equipment, equipment trailers, etc.) may be left overnight on the Property (including any Lot or Roadways) only in accordance with such rules as may be established by the Architectural Control Committee.

Section 18. Nuisances. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the deposit, storage or burial of any property or thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within any Lot, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Development. There shall not be maintained on any Lot any plants or animals or device or thing of any sort whose activity or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Development. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

Section 19. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed Dwelling or other Improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. All construction must be completed within one (1) year after the date upon which it commenced, unless a longer time is approved by the Architectural Control Committee. Any damage to the Roadways, curbs or sidewalks or any part of any Common Area or any utility system caused by an Owner or Owner's builder or such builder's contractors or subcontractors shall be repaired by such responsible Owner. Any builder of Improvements (and such builder's contractors and subcontractors) on any portion of the Property shall keep such portion of the Property free of

unsightly construction debris, in accordance with the construction rules established by the Architectural Control Committee, and shall similarly keep contiguous public and private areas free from any dirt, mud, garbage, trash, or other debris which is occasioned by construction of Improvements. Each Owner shall be required to pay a construction escrow deposit to the Association, as provided in the Guidelines, which may be used to pay certain costs related to construction, all as more particularly provided in the Guidelines. The Board may levy a Special Individual Assessment against an Owner's Lot to pay for the cost of repairing any damage to the Roadways, curbs or sidewalks, Common Area or utility system, to pay for the cost of cleaning public and private areas, and to pay for the cost of the removal of garbage, trash or other debris, which are occasioned by the activities of an Owner or Owner's builder or such builder's contractors or subcontractors during the construction of Improvements; and may also levy a fine as provided in Article XIV, Section 1, below. Declarant, and each Owner, shall be responsible for erosion control protection during any earth-disturbing operation, as described and defined in the "Erosion Control Practices" on Exhibit C attached hereto and incorporated herein by reference.

Section 20. Community Water System; No Private Individual Wells; Irrigation Restrictions. Declarant shall cause to be constructed a water system in order to provide water supplies necessary to serve the Subdivision (the "Water System"). All community wells, water mains, pipes and other equipment within the Subdivision necessary for the operation and maintenance of the Water System shall be located upon the Well Sites and within the utility easements described herein or within the Common Areas and/or Roadways. Upon completion, the Water System and all mains, pipes and equipment and other personal property which are part thereof shall become the property of the Town of Salem duly licensed and operating under the authority granted by the South Carolina Department of Public Utilities Commission. Declarant hereby grants unto the Town of Salem, its successors and assigns, an exclusive right and easement to enter upon and occupy the Well Sites (for the purpose of operating the Water System) so long as the Town of Salem shall operate the Water System in a manner sufficient to provide an adequate supply of potable water to the Subdivision. Notwithstanding the above, Declarant shall have the option to convey the Well Sites to the Town of Salem, subject to the use restriction hereby imposed that said Well Sites be used only for the operation of the Water System and subject to Declarant's right to re-acquire the Well Sites as specified in the deed(s) from Declarant to such utility company or in a separate written agreement recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Water System shall be the sole source 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. Provided, however, and notwithstanding the foregoing, in the event an Owner wishes to use an irrigation system for the purpose of watering their lawn and/or for landscaping, such Owner may install a well if prior written approval from the Town of Salem or other regulatory authority is obtained. Upon its completion of the Water System and all mains, pipes and equipment and other personal property which is part thereof, Declarant or the Association shall use reasonable good faith efforts to dedicate the Water System to Town of Salem or other governmental authority.

Section 21. Marine Toilets. No watercraft equipped with a marine toilet having a fixed or portable holding tank, or a through hull or overboard discharge toilet, shall be permitted at any Waterfront Lot Owners' docks or piers, unless otherwise approved by the Declarant or Architectural Control Committee. No watercraft equipped with a marine toilet

having a fixed or portable holding tank, or a through hull or overboard discharge toilet, shall be permitted at the Piers or Boatslips shown on the Map, or such additional Piers and Boatslips as are added pursuant to a Supplemental Declaration as set forth in Article II, Section 2 of this Declaration.

Section 22. Docks and Piers. Only the Owner of a Waterfront Lot may construct one (1) pier (but no more than one) within the area designated as "Pier Zone" on the Map or in any Supplemental Declaration or other document which may be filed pursuant to the provisions of this Declaration adjacent to said Waterfront Lot (in accordance with the applicable provisions of the Guidelines), provided that such Lot is not located in an area where the narrowness of a cove precludes construction of a dock or pier or other factors, including aesthetic factors such as views from Lots, as determined by Duke Energy Corporation, Declarant, the Architectural Control Committee, and/or any governmental entity having jurisdiction at the time such improvements are to be constructed.

The placement, construction, or use of any pier, dock, Boatslip structure or other improvement within or upon the waters of the Lake is and shall be subject to each of the following:

- (a) easements, restrictions, rules and regulations for construction and use promulgated by the Association;
- (b) all laws, statutes, ordinances and regulations of all Federal, State and local governmental bodies having jurisdiction thereon, including without limitation, the Federal Energy Regulatory Commission; and
- (c) rules and regulations, privileges and easements affecting the Property and the waters and submerged land of the Lake established by Duke Energy Corporation, its successors and assigns. (Duke Energy Corporation controls access to, and the use and level of, the waters of the Lake. All Owners, the Association and the Declarant must receive a permit from Duke Energy Corporation [or a successor manager of the Lake, under authority from the Federal Energy Regulatory Commission] prior to any alterations therein.)

No Pier, dock, Boatslip structure or other similar improvement shall be constructed by Owners of Waterfront Lots outside of the Pier Zone. Additionally, no boat (including a houseboat) docked at a fixed pier or a floating boat dock (appurtenant to any Waterfront Lot) shall be located outside the Pier Zone. Generally, any waterfront improvement should have a low profile and open design to minimize obstruction of neighbors' views. Two level boat houses will not be allowed; however, two level boat docks shall be reviewed by the Architectural Control Committee on a case by case basis.

Section 23. 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, jet skis and personal watercraft may be launched from any Lot if launched without a ramp. All other watercraft shall be

launched, refueled and maintained at public boat ramps located outside the Subdivision, or at the Boat Ramp located within the Common Area.

Section 24. Mail and Newspaper Boxes; House Numbers. Declarant shall provide to each Lot Owner, at Lot Owner's expense, and each Lot Owner shall install and maintain, at Lot Owner's expense, a standard mailbox/newspaper box for such Owner's use on such Owner's Lot. No other Mailbox or newspaper box shall be erected or maintained on any Lot. The location of the mailbox/newspaper box on a Lot must be approved in writing by the Architectural Control Committee. House numbers may be displayed on the Dwelling Unit and/or mailbox only as approved by the Architectural Control Committee. Declarant shall not be responsible for the installation or maintenance of any mailbox or newspaper box.

Section 25. Animals. No animals, livestock or poultry shall be raised, bred or kept on any Lot or any other portion of the Property, except that dogs, cats, or other generally recognized household pets may be kept, provided that (a) they are not kept for any commercial purposes; and (b) that they do not create a nuisance (in the judgment of the Board) such as, but without limitation, by noise, odor, damage or destruction of property or refuse. The number of household pets kept or maintained outside the Dwelling on a Lot shall not exceed three (3) in number, except for newborn offspring of such household pets which are all under (9) months in age. Whenever they are outside of a Dwelling, dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board. Animal control authorities shall be permitted to enter the Development and the Property to patrol and remove pets which violate this Section 25 and wild animals. All pets shall be registered, licensed and inoculated as required by law. No fenced dog enclosure or other structure for pets may be constructed or maintained on any Lot unless approved in writing by the Architectural Control Committee.

Section 26. Governmental Requirements; Lake Buffer Guidelines. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots. Each Owner shall comply with all laws, regulations, ordinances (including, without limitation, applicable zoning ordinances) and other governmental rules and restrictions in regard to the Lot(s) or other portion of the Property owned by such Owner. Furthermore, each Owner shall comply with the conditions, limitations and restrictions set forth in the Lake Buffer Guidelines.

Section 27. Sewage Disposal. Every Lot shall be served by a private Septic System for the disposal of sewage. Declarant makes no representations regarding the future availability of municipal sewer service. All Septic Systems shall be approved by, and constructed and maintained in accordance with all the regulations and requirements of the South Carolina Department of Health and Environmental Control and other governmental authorities and regulatory agencies having jurisdiction. All Owners, by purchasing Property subject to this Declaration, acknowledge that any governmental permit or approval allowing for the construction and operation of a Septic System may be limited in duration in accordance with the terms thereof, and neither Declarant, nor the Association, nor the Architectural Control Committee, nor the officers, directors, members, employees, agents or affiliates or any of them, shall have any liability, directly or indirectly, arising from or connected with the inability of an

Owner to obtain any such permit or approval (including an extension or continuation) following the initial expiration thereof.

The Owner of the Lot for which a Septic System is being installed shall be responsible for obtaining all necessary environmental permits and other permits for the use of said Septic System and shall hold harmless the Association, its successors and assigns, from any loss, damage or liability relating thereto, except to the extent that such loss, damage or liability results from the negligent act or omission or willful misconduct of the Association, its successors and assigns, or its officers, directors, agents, employees, members, invitees or licensees. Prior to the installation of a Septic System, the Owner of the Lot for which the Septic System is being installed shall have the proposed location of such Septic System staked and approved by the appropriate governmental authorities, and such Septic System shall be approved by, and constructed and maintained in accordance with all regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction thereof. The Owner of the Lot shall be responsible for operating and maintaining the Septic System located thereon at such Owner's sole cost and expense.

Section 28. Septic System Inspections and Septic Inspection Easement. The Association shall cause all private Septic Systems located within the Subdivision to be inspected no less than every twelve (12) months. Such inspections shall be conducted in order to confirm that each such system is properly functioning and is generally in compliance with any applicable law, ordinances or governmental regulations. If an inspection reveals that a Septic System is not functioning properly, or is otherwise not in compliance with any applicable law, ordinance or regulations, the inspector shall notify the Association and any other party or agency as required by law. The Association shall notify the Owner of the Lot to which the Septic System is appurtenant of the problem or noncompliance and such Owner shall be responsible for immediately repairing the Septic System at such Owner's sole cost and expense and providing the Association, within thirty (30) days, with proof of such repair. The Association shall be authorized to notify any applicable governmental or regulatory agencies or officials of the malfunctioning or noncompliance of any Septic System located within the Subdivision.

The foregoing notwithstanding, neither Declarant, the Association, nor its directors, officers, agents or employees shall be responsible for damages or otherwise to anyone by reason of mistake of judgment, omission, negligence or nonfeasance arising out of the inspection services performed pursuant to this Declaration including, without limitation, any damages to any Lot or property by reason of the failure to inspect or the failure of such inspections to detect any malfunction, damage or noncompliance with law.

Declarant hereby reserves a non-exclusive perpetual easement over all property within the Subdivision benefiting Declarant and the Association for the purpose of conducting the Septic System inspections.

Section 29. Wetlands. No person or entity shall fill, grade, excavate, or perform any other land disturbing activities; nor cut, remove, or harm any vegetation; nor construct any structures, nor allow animal grazing or watering or any other agricultural use on the Wetlands. This covenant is intended to ensure continued compliance with the mitigation condition of an

authorization issued by the United States of America, U.S. Army Corps of Engineers, Charleston District, Action ID 199920084, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owners of the Lots upon which the Wetlands are located, on the Association with respect to any Wetlands located upon the Common Area, and all parties claiming under them. This Section 29 cannot be amended without the express written consent of the U. S. Army Corps of Engineers, Charleston District.

The provisions of this Section 29 can be made applicable to other portions of the Property (including any Additional Property which may hereafter be subjected to this Declaration) by the execution by Declarant, and by the Owner of such portion of the Property if not Declarant, of an amendment or supplement to this Declaration referring to this Section and making this Section applicable to any such portions of the Property or Additional Property shown as Wetlands Areas or by other similar designation on the recorded plats of such portion of the Property or Additional Property.

Section 30. Use of the Limited Common Open Space. The Limited Common Open Space shall be for the use and enjoyment of the Owners of Lots 23 and 25, their guests and invitees only. Such use and enjoyment shall be limited to normal foot traffic between Lake Keowee and Lots 23 and 25, and shall not include dock or boat activity on or adjacent to the Limited Common Open Space.

Section 31. Limited Common Open Space Easement. Declarant hereby reserves for itself and grants to the Association a non-exclusive perpetual easement over Lots 23 and 25 and the Limited Common Open Space for the purpose of maintaining the Limited Common Open Space if the Owners of Lots 23 and 25 fail to maintain the Limited Common Open Space in compliance with any requirements imposed by the Declarant, the Association, or any governmental authority. The Board of Directors shall have the right to levy a Special Individual Assessment against such Lot Owners pursuant to Article V, Section 6 of the Declaration to recover the costs and expenses incurred by the Association in maintaining the Limited Common Open Space.

ARTICLE IX

ARCHITECTURAL, LANDSCAPE AND LAKE BUFFER GUIDELINES

Section 1. General. Notwithstanding anything contained in this Declaration to the contrary, no Improvements, including, without limitation, site preparation on any Lot, or erection of buildings or exterior additions or alterations to any building situated upon the Property, or any landscaping or cutting of trees on any Lot or in the Lake Buffer Area, shall be commenced, erected or maintained on any portion of the Property until the following conditions have been satisfied: (a) the Architectural Control Committee has given written approval for the plans and specifications for the Improvements, the location of such Improvements, and the commencement of construction, all in accordance with the terms and requirements in the Guidelines; and (b) the fees set forth in or contemplated by this Article IX have been paid in full by the Owner. The provisions of this Article IX shall not apply to the

construction of any Improvements commenced, erected or maintained by Declarant on any Lot or upon any of the Common Areas.

The Board may delegate to the Architectural Control Committee any powers or authority reserved or granted to the Board under this Article IX.

As a condition to the commencement of construction of any Improvements on a Lot, the Architectural Control Committee may require, in its sole discretion, that an Owner submit the name of the builder of any Improvements on said Owner's Lot to the Architectural Control Committee for its prior approval of said builder. The Architectural Control Committee makes no representation, express or implied, to any Owner or any other party whatsoever with regard to any approved builder, including, without limitation, the existence, nature and extent (including coverage amounts and deductibles) of insurance policies that may be maintained by the builder from time to time, the solvency or financial status of the builder from time to time, the nature and amount of any bonds that may be maintained by the builder from time to time, the performance (or the ability to perform) by the builder of their contractual obligations (including any contractual obligations of any builder in favor of any Owner or any other party whatsoever), the compliance by the builder with building codes and other requirements, rules, laws and ordinances of federal, state and local governmental and quasi-governmental bodies and agencies relating to the construction of homes and other activities engaged in by the builder from time to time, the use of any substance or material, including, without limitation, any stucco or synthetic material by the builder in connection with the construction of homes, the compliance by any builder with any licensing requirements imposed by federal, state and local governmental and quasi-governmental bodies and agencies from time to time, including, without limitation, the maintenance of any required builder's and/or contractor's license, and the failure or alleged failure of any builder to comply with any industry standard or any other reasonable standard or practice with respect to such builder's work or materials used in the construction of houses and other activities engaged in by such builder at RiverStone.

Section 2. Composition of Architectural Control Committee. So long as Declarant owns any Lot or other portion of the Property, the members of the Architectural Control Committee shall be appointed by Declarant. At such time as Declarant no longer owns any Lot or other portion of the Property or at such earlier date as Declarant releases its right to appoint the members of the Architectural Control Committee, the members of the Architectural Control Committee shall thereafter be appointed by the Board. The members of the Architectural Control Committee shall be appointed annually and will be composed of at least three (3) and not more than seven (7) individuals, the exact number of members of the Architectural Control Committee to be designated, from time to time, by Declarant or the Board, as the case may be. The members of the Architectural Control Committee need not be Owners of property in the Development. In the event of the death or resignation of any member of the Architectural Control Committee, the party or body then having the authority to appoint members to the Architectural Control Committee shall have full authority to designate and appoint a successor. Members of the Architectural Control Committee may be removed and replaced at any time, with or without cause, and without prior notice, by the party or body then having the authority to appoint such members. Notwithstanding anything contained herein to the contrary, the Architectural Control Committee shall have the right, power and authority to employ and/or use the services of any architects, engineers or other professionals as it deems necessary or

advisable, in its sole discretion, to carry out the duties and obligations of the Architectural Control Committee as described in this Article IX.

Section 3. Architectural, Landscape and Lake Buffer Guidelines.

(a) The Architectural Control Committee shall, from time to time, publish and promulgate architectural, landscape and lake buffer guidelines (the "Guidelines"). The Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications for Improvements. The Guidelines shall also set out, among other things, the procedures for submission, review and approval of plans and specifications (for the construction of Improvements) to the Architectural Control Committee and the fees to be imposed by the Architectural Control Committee, as more specifically described in Section 8 hereof. In any event, the Guidelines shall not be binding upon the Architectural Control Committee, may be revised and amended at any time by the Architectural Control Committee, in its sole discretion, and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials (for the construction of Improvements) submitted to the Architectural Control Committee for approval.

(b) The Guidelines shall also be explanatory and illustrative of the general intent of the landscape development of the Property and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications for landscape Improvements. In addition, the Guidelines shall establish approved standards, methods and procedures for landscaping, landscape management and landscape maintenance in the Property, including the removal of trees and allowed activities within the Lake Buffer Areas. Such authorized standards, methods and procedures shall be utilized by Owners and their contractors and subcontractors, and the approval by the Architectural Control Committee of any landscaping plan or other landscaping improvement in connection with landscaping on a Lot or other portion of the Property shall be based upon the conformity of such plan or improvement with the Guidelines.

(c) The Architectural Control Committee is also hereby authorized to publish and promulgate, from time to time, and revise and amend at any time in its sole discretion, construction rules to be followed by all Owners and builders performing work or constructing or installing Improvements (including landscape Improvements) on the Property.

(d) The Architectural Control Committee may issue and amend the Guidelines, from time to time, and may publish and promulgate different Guidelines for different Phases, sections or portions of the Property.

Section 4. Definition of "Improvements". The term "Improvement" or "Improvements" shall mean and include any and all man-made changes or additions to a Lot, including, but not limited to, the location, materials, size and design of all Dwellings and buildings (including any exterior devices attached to or separate from Dwellings or buildings,

such as heating and air conditioning equipment, solar heating devices, antennae, satellite dishes, etc.); storage sheds or areas; piers, docks and Boatlips; roofed structures; parking areas; fences; statuaries and fountains; pet "runs," lines and similar tethers or enclosures; landscaping (including cutting trees); hedges; mass plantings; irrigation equipment, apparatus and systems; driveways; signs; site preparation; changes in grade or slope; exterior illumination; and changes in any exterior color or shape. The definition of Improvements includes both original Improvements and all later changes to Improvements. The definition of Improvements, however, does not include the replacement or repair of Improvements previously approved by the Architectural Control Committee, provided such replacement or repair does not change exterior colors, materials, designs or appearances from that which was previously approved by the Architectural Control Committee.

Section 5. Enforcement.

(a) It is Declarant's intent that the architectural control provisions of this Declaration and any Additional Declarations are to permit control of the architectural design and landscaping and to establish quality standards for construction and construction activity in the Development and to help preserve values of properties in the Development. All Owners, by purchasing property subject to this Declaration, acknowledge that a violation of any such provisions could result in irreparable harm and damage to other Owners of property in the Development and to Declarant, and to the values of their respective properties in the Development, a monetary measure of which harm and damage would be difficult to establish. Accordingly, the Association shall have the specific right (but not the obligation) to enforce and/or to prevent any violation of the provisions contained in this Article IX by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. The Association shall also have the specific right (but not the obligation) to assess fines for violation of the provisions contained in this Article IX, as provided for in Article XIV, Section 1, below. Declarant hereby specifically reserves and grants unto the Architectural Control Committee, the Board and any agent or member thereof, the right of entry and inspection upon any portion of the Property for the purpose of determination by the Architectural Control Committee or the Board whether there exists any construction of any Improvement which violates the terms of any approval by the Architectural Control Committee, the terms of the Guidelines, the terms of this Declaration or any Additional Declaration, or the terms of any amendments hereto or thereto.

(b) As to nonconforming or unapproved Improvements, the Association may require any Owner to restore such Owner's Improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved Improvements) if such Improvements were commenced or constructed in violation of this Article. In addition, the Association may, but has no obligation to, cause such restoration, demolition and removal to be performed and to levy the amount of the cost thereof as a Special Individual Assessment against the Lot or portion of the Property upon which such improvements were commenced or constructed. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement to remove any unapproved Improvement

or otherwise to remedy a violation of the Guidelines, the Association shall be entitled to recover court costs, attorneys' fees and expenses incurred by the Association and/or the Architectural Control Committee in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the Lot or other portion of the Property upon which such Improvement was commenced or constructed.

Section 6. Failure of the Architectural Control Committee to Act. If the Architectural Control Committee fails to approve or disapprove any plans and specifications and other submittals which conform (and which relate to Improvements which will conform) with the requirements hereof and of the Guidelines or to reject them as being inadequate or unacceptable within thirty (30) business days after receipt thereof, and provided such submittal was a full and complete submittal, in accordance with the Guidelines, of all items that were to have been submitted to the Architectural Control Committee, and provided the Architectural Control Committee shall again fail to approve or disapprove of such plans, specifications and other submittals within ten (10) days after an additional written request to act on such items is delivered to the Architectural Control Committee following the passage of such first thirty (30) business day period, it shall be conclusively presumed that the Architectural Control Committee has approved such conforming plans and specifications and other submittals, EXCEPT that the Architectural Control Committee has no right or power, either by action or failure to act, to waive or grant any variances relating to any mandatory requirements specified in this Declaration or any Additional Declaration, and EXCEPT FURTHER, that the Architectural Control Committee shall not be deemed to have waived any of the requirements set forth in Section 8 or Section 9 hereof. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject or approve the balance. The Architectural Control Committee is authorized to request the submission of samples of proposed construction materials.

Section 7. Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect or install Improvements which are at variance with restrictions, requirements or provisions of this Declaration or any Additional Declaration from which a variance is permitted, pursuant to the terms hereof or thereof. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community and shall not materially change the scheme of restrictions herein set forth. Written requests for variances shall be deemed to be disapproved in the event the Architectural Control Committee has not expressly and in writing approved such request within thirty (30) business days of the submission of such request. No member of the Architectural Control Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Architectural Control Committee's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder or under any Additional Declaration against any other Owner.

Section 8. Fees and Construction Escrow Deposit Required by the Architectural Control Committee. The Architectural Control Committee, in its sole discretion, may require

that each Person submitting plans and specifications for Improvements to the Architectural Control Committee pay one or more fees to the Architectural Control Committee or to Declarant as a condition to commencement of construction of such Improvements. Such fee(s), including the amount(s), payee and purpose(s) thereof shall be established by, and may be increased from time to time by, the Architectural Control Committee and shall be set forth in the Guidelines. The Architectural Control Committee, in its sole discretion, may require that each Lot Owner submitting plans and specifications for Construction to pay a construction escrow deposit to the Association to be held for such purposes as are set forth in the Guidelines.

Section 9. No Construction Without Payment of Fees. Notwithstanding anything contained in this Article IX to the contrary, plans and specifications for Improvements to be constructed on a Lot or other portion of the Property shall not be deemed to have been properly submitted unless and until any and all fees required by the Architectural Control Committee to be paid in connection with such improvements, as provided in Section 8 above, shall have been paid to the Architectural Control Committee or Declarant as required.

Section 10. Notices and Submittals. Notices and submittals to the Architectural Control Committee shall be in accordance with the notice provisions set forth, from time to time, in the Guidelines.

Section 11. Separate Committee for Changes to Existing Improvements. The Board shall have the right, power and authority, in its sole discretion, to appoint a committee separate and apart from the Architectural Control Committee to review plans and specifications for any and all renovations, changes and additions to existing Improvements located on a Lot or other portion of the Property (the "Architectural Changes Committee"). Should the Board appoint such an Architectural Changes Committee, then the Architectural Control Committee shall relinquish to the Architectural Changes Committee its authority to review plans and specifications for any such changes to existing Improvements, and the Architectural Changes Committee shall be solely responsible for review and approval of the same. The composition of the Architectural Changes Committee shall be determined by the Board in its sole discretion and the procedure for submission, review and approval of plans and specifications to and by the Architectural Changes Committee shall be set forth in the Guidelines. Notwithstanding the foregoing, nothing herein shall be deemed to obligate the Board to appoint an Architectural Changes Committee, and until an Architectural Changes Committee is appointed, the Architectural Control Committee shall be responsible for reviewing and approving or disapproving all plans and specifications for renovations, changes and additions to existing Improvements in accordance with the provisions of this Article IX and the Guidelines.

Section 12. Limitation of Liability. No member of the Architectural Control Committee or the Architectural Changes Committee shall be liable for claims, causes of action or damages (except where occasioned by willful misconduct of such member) arising out of services performed pursuant to this Article IX. Neither the Architectural Control Committee, nor the Architectural Changes Committee (if applicable), nor the members thereof, nor the Association, nor Declarant, nor any officers, directors, members, employees, agents or affiliates of any of them, shall be liable for damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or

disapproval of, or the failure to approve or disapprove of, any plans and specifications. The approval of plans and specifications by the Architectural Control Committee or the Architectural Changes Committee (if applicable) shall not be deemed or construed as a representation or warranty of the Architectural Control Committee or the Architectural Changes Committee (as the case may be), Declarant, or any officer, director, member, employee, agent or affiliate of any of them, (i) that Improvements constructed in accordance with such plans and specifications will comply with applicable zoning ordinances, building codes, or other governmental or quasi-governmental laws, ordinances, rules and regulations; (ii) as to the structural soundness, quality, durability, suitability, fitness or proper functioning of Improvements constructed in accordance with such plans and specifications; and/or (iii) any responsibility or liability therefor is expressly hereby disclaimed. Every person who submits plans and specifications, and every Owner, agrees that such Owner will not bring any action or suit against Declarant, the Association, the Architectural Control Committee, the Architectural Changes Committee (if applicable), the Board, or the officers, directors, members, employees, agents or affiliates of any of them, to recover any such damages and hereby releases, demises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Declarant shall be the sole party responsible for the performance of Declarant's obligations under this Declaration, and no other person, firm or entity, including, without limitation, any entity affiliated with Declarant, shall have any obligation or liability for Declarant's obligations under this Declaration.

Section 13. Miscellaneous. Members of the Architectural Control Committee and, if applicable, the Architectural Changes Committee, in the sole discretion of the party or body appointing such members (i.e., either Declarant or the Board, as the case may be) may be compensated for their services. The Association shall reimburse members of the Architectural Control Committee and the Architectural Changes Committee (if applicable) for reasonable out-of-pocket expenses associated with their activities hereunder. All costs, expenses and attorneys' fees of the Architectural Control Committee and the Architectural Changes Committee (if applicable), including those incurred in connection with the exercise of their enforcement or other powers as provided herein, shall be borne by the Association; provided, however, nothing herein shall be deemed to negate the Association's right to an award of court costs, attorneys' fees and expenses in accordance with Section 5 of this Article IX.

ARTICLE X

INSURANCE

Section 1. Board of Directors. The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in no less than the amounts set forth below:

(a) Fire. All Improvements and all fixtures included in the Common Area, including, but not limited to, the Entrance Monument(s), Park, Piers, Lake Access Area, Boat Ramp and Boatslips, and all personal property and supplies belonging to the Association, shall be insured in an amount equal to 100% of the then current replacement cost up to the amount specified in the insurance policy (exclusive of land,

foundation, excavation and other normally excluded items) as determined annually by the Board of Directors with the assistance of the insurance company providing coverage or an insurance broker or agent selected by the Board. The Board of Directors shall, at least annually, review the insurance coverage required herein and determine 100% of the then current replacement cost of such Improvements, fixtures, personal property, and supplies. Such coverage shall provide protection against loss or damage by fire, windstorm, vandalism and malicious damage and all perils covered by a standard "all risk" insurance policy. All such policies shall provide that adjustments of any and all covered losses shall be approved by the Board of Directors and the insurance company. In addition to the provisions and endorsements set forth in this Article, the fire and casualty insurance described herein shall contain the following provisions:

(i) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Owners and their employees, agents, tenants and invitees; and

(ii) a provision that the coverage will not be prejudiced by act or neglect of one or more Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

The property and public liability insurance policy shall not contain (and the insurance shall not be placed with companies whose charters or bylaws contain) provisions whereby: (1) contributions or assessments may be made against Declarant, the Association, the Owners or the Mortgagees; (2) loss payments are contingent upon action by the carriers, directors, policy holders or members; and (3) there are limiting clauses (other than insurance conditions) which could prevent Owners or Mortgagees from collecting the proceeds.

(b) Public Liability. The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine to be customary for projects similar in construction, location and use to the Development, covering each member of the Board of Directors, the managing agent, if any, and each Owner with respect to his liability arising out of the ownership, maintenance, or repair of the Common Areas; provided, however, that in no event shall the amounts of such public liability insurance ever be less than \$2,000,000 per occurrence against liability for bodily injury, including death resulting therefrom, and damage to property, including loss of use thereof occurring upon, in or about, or arising from or relating to, the Property or any portion thereof. Such insurance shall include endorsements covering cross liability claims of one insured against another, including the liability of the Owners as a group to a single Owner. The Board of Directors shall review such limits annually. Until the first meeting of the Board of Directors following the initial meeting of the Owners, such public liability insurance shall be in amounts of not less than \$2,000,000 per occurrence for claims for bodily injury and property damage.

(c) Fidelity Coverage. The Board of Directors shall also be required to obtain fidelity coverage against dishonest acts on the part of all persons, whether officers, directors, trustees, employees, agents or independent contractors, responsible for handling funds belonging to or administered by the Association, in an amount determined by the Board of Directors in its discretion. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(d) Other. Such other insurance coverages, including flood insurance and worker's compensation, as the Board of Directors shall determine, from time to time, to be desirable.

Section 2. Premium Expense. Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Board of Directors and charged as a common expense to be collected from the Owners pursuant to Articles V, VI and VI-A hereof.

Section 3. Special Endorsement. The Board of Directors shall use diligent efforts to secure insurance policies that will provide for the following:

(a) recognition of any insurance trust agreement entered into by the Association;

(b) coverage that may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least forty-five (45) days prior written notice to the named insured, any insurance trustee and all Mortgagees; and

(c) coverage that cannot be cancelled, non-renewed, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner or any Mortgagee.

Section 4. General Guidelines. All insurance policies purchased by the Board of Directors shall be with a company or companies licensed to do business in the State of South Carolina and holding a rating of "A-10" or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Association and shall be issued in the name of and provide that all proceeds thereof shall be payable to, the Association. Notwithstanding any of the foregoing provisions and requirements relating to insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, who shall have exclusive authority to negotiate losses under any policy providing such insurance.

Section 5. Owner's Personal Property. The Association or the Declarant shall not be liable in any manner for the safekeeping or conditions of any boat or other personal property belonging to or used by any Owner or his family, guests or invitees, located on or used at the Boat Ramp, Piers, Boatslips, Parking Area(s) or other Common Areas. Further, the Association or the Declarant shall not be responsible or liable for any damage or loss to or of any boat, its

tackle, gear, equipment or other property located thereon, or any other personal property of any Owner, his family, guests or invitees located on or used at the Boat Ramp, Piers, Boatslips, Parking Area(s), or other Common Areas. Each Owner shall be solely responsible for all such boats and other personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase, at such Owner's sole cost and expense, of any liability or other insurance for damage to or loss of such property. Every Owner shall submit to the Association a Certificate of Insurance showing proof of boat liability insurance coverage at the time of initiating the use of the Piers and Boatslips. By virtue of taking title to a Lot within the Development, each Owner acknowledges that neither the Association nor Declarant has any obligation to provide any insurance for any portion of such Owner's Lot or any Dwelling or other property located thereon.

ARTICLE XI

RIGHTS OF MORTGAGEES

Section 1. Rights of Mortgagees. Any Mortgagee shall have the following rights:

- (a) to be furnished at least one copy of the annual financial statement and report of the Association, such annual statement and report to be furnished within ninety (90) days following the end of each fiscal year;
- (b) to be given notice by the Association of the call of any meeting of the Association's membership, and to designate a representative to attend such meetings;
- (c) to be given prompt written notice of default under the Declaration, the Bylaws or any rules and regulations promulgated by the Association by any Owner owning a Lot encumbered by a Mortgage held by the Mortgagee, such notice to be sent to the principal office of such Mortgagee or the place which it may designate in writing;
- (d) to be given prompt written notice of any casualty loss to the Common Areas, or loss by eminent domain or other taking of (i) the Common Areas or (ii) any Lot encumbered by a Mortgage held by the Mortgagee;
- (e) to be given prompt written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (f) to be given prompt written notice of any eminent domain or condemnation proceeding affecting the Property.

Whenever any Mortgagee desires the provisions of this Section to be applicable to it, it shall serve or cause to be served written notice of such fact upon the Association by certified mail, return receipt requested, addressed to the Association and sent to its address stated herein, identifying the Lot or Lots upon which any such Mortgagee holds any Mortgage or identifying any Lot owned by it, together with sufficient pertinent facts to identify any Mortgage which may be held by it and which notice shall designate the place to which notices are to be given by the Association to such Mortgagee.

Section 2. Books and Records. Any Mortgagee will have the right to examine the books and records of the Association during any reasonable business hours.

Section 3. Payment of Taxes and Insurance Premiums. The Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against the Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for property owned by the Association and the persons, firms or corporations making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XII

CONDEMNATION

Section 1. Partial Taking Without Direct Effect on Lots. If part of the Property shall be taken or condemned by any authority having the power of eminent domain such that no Lot is taken, all compensation and damages for and on account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Lots, shall be paid to the Board in trust for all Owners and their Mortgagees according to the loss or damages to their respective interests in such Common Areas; provided, however, that all compensation and damages for and on account of the taking of Piers and Boatslips shall be held in trust for all applicable Owners of Boatlip Lots and their Mortgagees according to the loss or damages to their respective interests in such Piers and Boatslips. The Association, acting through the Board, shall have the right to act on behalf of the Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Areas, without limitation on the right of the Owners to represent their own interests. Each Owner, by his acceptance of a deed to a Lot, hereby appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the condemnation of the Common Areas. Such proceeds shall be used to restore the Common Areas with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board of Directors, in its sole discretion. Nothing herein is to prevent Owners whose Lots are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Lots, or Improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Areas. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Lots without such allocation, the award shall be divided between affected Owners and the Association, as their interests may appear, by the Board of Directors in its sole discretion.

Section 2. Partial or Total Taking Directly Affecting Lot. If part or all of the Property shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof (including specific easements assigned to any Lot) is taken, the Association shall have the right to act on behalf of the Owners with respect to Common Area as provided in Section 1 of this Article and the proceeds shall be payable as outlined therein. The Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. All compensation and

damages for and on account of the taking of any one or more of the Lots or improvements, fixtures or personal property thereon, shall be paid to the Owners of the affected Lots and their Mortgagees, as their interests may appear. If all of the Property shall be taken such that the Association no longer has reason to exist and shall thereafter be dissolved and/or liquidated, all compensation and damages for and on account of the taking of the Common Areas shall be distributed with the other assets of the Association in accordance with the Articles of Incorporation.

Section 3. Notice to Mortgagees. A notice of any eminent domain or condemnation proceeding shall be sent to all Mortgagees who have served written notice upon the Association in accordance with Article XI hereof.

ARTICLE XIII

EASEMENTS AND OTHER RIGHTS

Declarant, in addition to any other easements granted or reserved herein, hereby reserves unto itself, its successors and assigns, and grants to the Association and any other persons or entities hereinafter set forth, the following non-exclusive easements on, upon, over, across, through and under the Property. In addition, Declarant hereby reserves unto itself, its successors and assigns, the right, on behalf of itself and the Association, to grant additional easements on, upon, over, across, through and under the Common Areas and any portion of the Property owned by Declarant as deemed to be in the best interests of and proper for the Development including but not limited to, easements in favor of Declarant, the Association and any designees of the foregoing, the Owners, and all their family members, guests, invitees and lessees and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified.

Section 1. Easements and Cross-Easements on Common Areas. Declarant, for itself, its designees and the Association, reserves the right to impose upon the Common Areas henceforth and from time to time such easements and cross-easements for ingress and egress, installation, maintenance, construction and repair of utilities and facilities including, but not limited to, electric power, telephone, cable television, master antenna transmission, governmental and quasi-governmental purposes, sewer, septic systems, water, gas, drainage, irrigation, lake access and maintenance, storm water management, lighting, television transmission, garbage and waste removal, emergency services, and the like as it deems to be in the best interests of, and necessary and proper for, the Development or any portion thereof.

Section 2. Use of Common Areas. Subject to any limitation or restriction set forth in this Declaration, Declarant declares that the Common Areas are subject to a perpetual nonexclusive easement in favor of Declarant, the Association and their respective designees, the Owners and all their family members, guests, invitees and lessees, and appropriate governmental and quasi-governmental agencies to use the Common Areas for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as the same are reasonably intended in accordance with the terms of this Declaration. If ingress or egress to any Lot or other portion of

the Property is through any Common Area, any conveyance or encumbrance of such area is subject to this easement.

Section 3. Right-of-Way Over Roadways. Declarant hereby reserves, for the benefit of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and grants to the Association, its agents, employees, tenants, invitees, designees, successors and assigns, and to each Owner of a Lot, their family members, tenants, guests, invitees, successors and assigns, and to each Occupant of a Lot, and to all governmental and quasi-governmental agencies and service entities having jurisdiction over the Property while engaged in their respective functions, a perpetual non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across the Roadways for the purpose of providing access, ingress and egress to and from, through and between the Property.

Section 4. Right of the Association and Declarant to Enter Upon the Common Area. Declarant hereby reserves for the benefit of itself, its successors in interest and assigns, and grants to the Association and all agents, employees or other designees of Declarant or the Association an easement for ingress, egress and access to enter upon or over the Common Areas, including but not limited to the Limited Common Open Space, for the purposes of inspecting any construction, proposed construction or Improvements or fulfilling the rights, duties and responsibilities of ownership, administration maintenance and repair of Declarant or the Association, as appropriate. Such easement includes an easement in favor of the Association and Declarant to enter upon the Common Areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated or as Declarant otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained herein shall be interpreted as imposing any obligation upon the Association or Declarant to maintain, repair, or construct Improvements which an Owner is required to maintain, construct or repair.

Section 5. Easement for Encroachment. Declarant hereby reserves, for the benefit of itself, its successors in interest and assigns, and grants to the Association, the Owners, their successors and assigns, easements for encroachments, to the extent necessary, in the event any portion of the Improvements located on any portion of the Property now or hereafter encroaches upon any of the remaining portions of the Property as a result of minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching Improvements in favor of Declarant, the Association, the Owners and all their designees.

Section 6. Utility and Drainage Easements. The Property shall be subject to all easements and rights-of-way for utilities and drainage shown on the Maps, including, but not limited to, those certain easements shown and designated on the Maps as utility and drainage easements and public storm drainage easements. Such easements are hereby reserved for the use of Declarant, its successors and assigns, and are hereby established for the use of the Association, its successors and assigns.

Additionally, Declarant hereby reserves, for the benefit of itself, its successors and assigns, and grants to the Association, its successors and assigns, a non-exclusive easement and right-of-way over, under and along the front and rear ten (10) feet of each Lot (with the

exception of the Waterfront Lots, which will not have a ten (10) foot easement over the rear), and over, under and along seven and one half (7.5) feet in width along each side Lot line for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing electric power, gas, telephone service, cable service, water, irrigation, septic sewer and drainage facilities, storm drainage and/or other utilities.

Within the above-described easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in the easements. This reservation of easements shall not prohibit the construction of driveways, at locations approved by the Architectural Control Committee, over such easements.

Section 7. Declarant's Right to Assign Easements and Maintenance of Easement Areas. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder. The areas burdened by the easements and rights-of-way reserved by Declarant on each Lot or other portion of the Property pursuant hereto, including any Improvements in such areas, which are not to be maintained by the Association or a public authority or utility, shall be maintained continuously by each Owner of such Lot or other portion of the Property, but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Declarant and/or the Association may exercise the rights reserved in this Article for the purpose of enforcing the provisions of this Section 7. Notwithstanding the above, the Association and/or Declarant shall have the right, but not the obligation, to maintain the landscaping in the easement areas on any Lot.

Section 8. Easement Reserved for the Association and Declarant. Full rights of access, ingress and egress are hereby reserved by Declarant for itself and the Association at all times over and upon any Lot or other portion of the Property for the exercise of the easement rights described in this Article as well as the maintenance and repair rights described below and for the carrying out by Declarant or the Association of the rights, functions, duties and obligations of each hereunder; provided, that any such entry by Declarant or the Association upon any Lot or portion of the Property shall be made with the minimum inconvenience to the Owner of such property as is reasonably practical, and any damage caused as a result of the gross negligence of Declarant, the Association or their employees or agents shall be repaired by Declarant or the Association, as the case may be, at the expense of Declarant or the Association, as the case may be.

Section 9. Additional Easements. Declarant shall have the right to grant over, under, across and upon any portion of the Property owned by Declarant, and the Board shall have the authority, in its sole discretion, to grant over, under, across and upon the Common Areas, such easements, rights-of-way, licenses and other rights in accordance with or to supplement the provisions of this Declaration or as may otherwise be necessary or desirable for the development of the Development, by the execution, without further authorization, of such grants of easement or other instruments as may, from time to time, be necessary or desirable, in

its sole discretion. Such easements may be for the use and benefit of persons who are not Association Members or Owners.

Section 10. No Merger of Easements. The easements hereby established shall not be terminated by merger or otherwise, except upon execution and recordation of an instrument specifically terminating any such easement.

Section 11. Wetlands. Declarant does hereby reserve the right and easement to impose restrictions upon the Wetlands, or any portion or portions thereof from time to time, in favor of the U. S. Army Corps of Engineers, (the "Corps"), the South Carolina Department of Health and Environmental Control ("DHEC"), or such other governmental agencies or public authorities as Declarant may deem advisable from time to time; and the right to cause the Association, if at the time of imposition of any such restrictions the Association is the owner of the Wetlands, to impose such restrictions upon the Wetlands, or such portion or portions thereof. The restrictions so imposed shall comply with all requirements of the Corps, DHEC, and such other governmental authority or public agency to the extent necessary to cause such restrictions to constitute compensatory mitigation for permission to impact other wetlands on other property owned by Declarant or by third parties, either within or outside the Subdivision, and to receive all credit or compensation for such compensatory mitigation. Any such restrictions may be enforceable by the Corps, DHEC, and the U. S. Department of Justice, and may be drafted to require that any amendment or modification thereof be consented to and approved by the Corps and DHEC, and any other governmental agency or public authority for whose benefit such restrictions are imposed.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. Declarant, being the developer of other subdivisions in the area of the Development, wishes to maintain a high standard in the appearance and quality of the Development. Though damages would be difficult to measure, the failure of the Owners and the Association to abide by the terms, covenants and restrictions contained in this Declaration would result in irreparable damage to Declarant and its reputation. Accordingly, Declarant, during the term of this Declaration, as well as the Association or any Owner or Owners, shall have the right, but not the obligation, to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restrictions, conditions, covenants, reservation, liens or charges, either to restrain violation thereof or to recover damages therefor. Each Owner and the Declarant shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration and the Bylaws and any duly authorized rules and regulations governing the Development against the Association.

In addition, the Association hereby covenants and agrees that it shall exercise its power of enforcement hereunder in order to maintain a first class development in appearance and quality, and that it shall, upon the request of Declarant, enforce any restriction, condition, covenant, reservation, lien or charge contained in this Declaration deemed by Declarant, in its

sole discretion, to have been violated, using all remedies available to the Association at law or in equity. The Declarant hereby reserves the right and easement, but not the obligation, to go upon any portion of the Common Areas at any time in order to repair and maintain such Common Areas where needed, in Declarant's sole discretion, to bring such Common Areas within the standards required by Declarant. Should Declarant go upon the Common Areas to perform maintenance and repairs for such purpose, the Association hereby agrees to reimburse Declarant in full for the cost of such maintenance and repairs, upon receipt of a statement for such cost from Declarant. Failure by Declarant, the Association or by any Owner to enforce any restrictions, conditions, covenants, reservations, liens or charges herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the remedies available to it at law, in equity, or pursuant to the other terms of this Declaration, the Association shall have the power to impose reasonable fines for violations of this Declaration, the Bylaws, or the rules and regulations promulgated by the Association. Prior to the imposition of any such fine, a hearing shall be held before the Board, or before an adjudicatory panel appointed by the Board, to determine if the fine should be imposed. The Lot Owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed One Hundred and Fifty Dollars (\$150.00) may be imposed for the violation and, without further hearing, for each day after the decision that the violation occurs until the violation ceases. Such fines shall be Special Individual Assessments.

Section 2. Severability. Invalidation of any of the provisions contained in this Declaration, or any restriction, condition, covenant, reservation, lien or charge contained herein by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. 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 Development. It is further provided that any amendment affecting the Piers and Boatslips must be approved by a vote of a majority of the votes appurtenant to the Boatslip Lots and must be consented to by Declarant so long as Declarant is the Owner of any Lot in the Development. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record.

Notwithstanding anything in this Section 3 to the contrary, Declarant may, at Declarant's option, amend this Declaration without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause this Declaration to comply with the requirements of FHA, VA, the Federal National Mortgage Association or other similar agency. In addition, Declarant, without obtaining the approval of any other person or entity, may make amendments or modifications hereto which do not materially adversely affect the rights, duties or obligations of the Association or any Owner, including without limitation any amendment or modification which only affects Lots or Boatslips owned by Declarant.

Notwithstanding anything in the Section 2 to the contrary, the provisions of Article VIII, Section 29, of this Declaration may not be amended without the express written consent of the U.S. Army Corps of Engineers, Charleston District.

Section 4. 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 for 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. Provided, however, that the residential use restrictions set forth in Article VIII of this Declaration shall run with the land and be binding upon all parties and all persons claiming under them in perpetuity.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized officers, as of the day and year first above written.

Signed, Sealed and Delivered

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

In the Presence of:

Junda S. Orr

By: [Signature]
Its: Vice - President

Kay H. Arnette

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

PERSONALLY appeared before me Linda L. Orr (First Witness) and made oath that she/he saw the within named Crescent Communities, S.C., LLC, a Delaware limited liability company by J. Scott Munday, its Vice - President sign, and as the act and deed of the limited liability company, deliver the within written instrument, and that she/he, with Kay H. Arnette (Second Witness) witnessed the execution thereof.

Junda S. Orr
Signature of First Witness

SWORN to before me this 10th
day of August, 2004.

Notary Public of MECKLENBURG COUNTY, NORTH CAROLINA
My Commission Expires 6-28-09

Kay H. Arnette
NOTARY PUBLIC

2004 AUG 11 P 1:41

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

EXHIBIT A

ARTICLES OF INCORPORATION FOR
RIVERSTONE OWNERS ASSOCIATION, INC.

STATE OF SOUTH CAROLINA
 SECRETARY OF STATE
 NONPROFIT CORPORATION
 ARTICLES OF INCORPORATION

Type or Print Clearly in Black Ink

Pursuant to Section 33-31-202 of the South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is RiverStone Owners Association, Inc.
2. The initial registered office of the nonprofit corporation is 75 Beattie Place

	Street Address	
<u>Greenville</u>	<u>Greenville</u>	<u>SC</u>
City	County	State
		<u>29601</u>
		Zip Code

The name of the registered agent of the nonprofit corporation at that office is

CT Corporation System
 Print Name

I hereby consent to the appointment as registered agent of the corporation.

 Agent's Signature

3. Check "a", "b", or "c" whichever is applicable. Check only one box:
 - a. TM The nonprofit corporation is a public benefit corporation.
 - b. TM The nonprofit corporation is a religious corporation.
 - c. Π The nonprofit corporation is a mutual benefit corporation.
4. Check "a" or "b", whichever is applicable:
 - a. Π This corporation will have members.
 - b. TM This corporation will not have members.
5. The address of the principal office of the nonprofit corporation is

400 South Tryon Street, Suite 1300, Charlotte, Mecklenburg, North Carolina 28201
 Street Address City County State Zip Code

6. If this nonprofit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.

a. TM Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

b. TM Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to

7. If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a. ^{II} Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b. TM Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instructions to this form)

9. The name and address of each incorporator is as follows (only one is required)

Brian P. Evans, Esq., 214 North Tryon Street, 47th Floor, Charlotte, North Carolina 28202
 Name Address Zip Code

Name Address Zip Code

Name Address Zip Code

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

Name (Only if named in articles) Signature of director

Name (Only if named in articles) Signature of director

Name (Only if named in articles) Signature of director

11. Each incorporator must sign the articles.

Signature of incorporator

Signature of incorporator

Signature of incorporator

EXHIBIT B

BYLAWS FOR
RIVERSTONE OWNERS ASSOCIATION, INC.

[SEE ATTACHED]

BYLAWS OF
RIVERSTONE OWNERS ASSOCIATION, INC.

ARTICLE 1

Section 1.1 Name. The name of the non-profit corporation is RIVERSTONE OWNERS ASSOCIATION, INC. (the "Association").

Section 1.2 Location. The principal office of the Association shall initially be located in Mecklenburg County, North Carolina at 400 S. Tryon Street, Suite 1300, Charlotte, North Carolina 28201-1003. The registered office of the Association may be, but need not be, identical with the principal office.

ARTICLE 2

DEFINITIONS

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for RiverStone executed by Crescent Communities S.C., LLC, and duly recorded in the Office of the Clerk of Court of Oconee County, South Carolina (as supplemented and amended, from time to time, the "Declaration").

ARTICLE 3

MEETINGS OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held in the month of _____, 200_ as determined by a vote of the Board of Directors, and each subsequent regular annual meeting of the Members shall be held on the anniversary date of the first annual meeting thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meeting. Special meetings of the Members may be called at any time by the President of the Association, by the Board of Directors, or upon the written request of the Members who are entitled to vote at least ten percent (10%) of all of the votes appurtenant to the Lots.

Section 3.3 Meetings of Boatslip Lot Owners. Meetings of the Members owning Boatslip Lots may be called at any time by the President of the Association, by the Board of Directors, or upon the written request of the Members who are entitled to vote at least ten percent (10%) of all of the votes appurtenant to the Boatslip Lots, for the purpose of discussing and voting on matters affecting the Boatslip Lots, the Piers, Boatslips, Lake Access Areas and/or

Common Area used to access the Boatslips. Such meetings may be held at the annual meeting of the Members or at a special meeting of the Members owning Boatslip Lots.

Section 3.4 Place of Meetings. All meetings of the Members and all meetings of the Members owning Boatslip Lots shall be held at such place within Mecklenburg County, North Carolina or Oconee County, South Carolina, as shall be determined by the Board of Directors, from time to time.

Section 3.5 Notice of Meeting. Written notice of each meeting of the Members and Members owning Boatslip Lots shall be given by, or at the direction of, the Secretary of the Association or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote there at, addressed to the Members address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.6 Classes of Lots and Voting Rights. The voting rights of the Members shall be appurtenant to the ownership of Lots. There shall be two (2) classes of Lots with respect to voting rights:

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been conveyed to purchasers who are not affiliated with the Declarant. Each Class B Lot shall entitle the Owner of said Lot to four (4) votes for each Class B Lot owned by it.

Section 3.7 Relinquishment of Control. Notwithstanding anything contained herein to the contrary, the Class B membership shall cease and be converted to the Class A membership upon the earliest to occur of (a) the date on which Declarant no longer owns any part of the property, (b) the date Declarant shall elect, in its sole discretion, that the Class B membership shall cease and be converted to the Class A membership (which election may be made, if at all, upon Declarant giving written notice of the election to the Board of Directors); or (c) December 31, 2015. The earliest to occur of (a), (b) or (c) above shall herein be referred to as the "Turnover Date." After the Turnover Date and for so long as Declarant owns any part of the Property, Declarant shall be a Class A member.

Section 3.8 Quorum. The presence at the meeting of Members entitled to cast, or of profiles entitled to cast, twenty percent (20%) of the votes appurtenant to the Lots (or to the Boatslip Lots, if a meeting of the Members owning Boatslip Lots), shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or

these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.9 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance of the applicable Member's Lot.

Section 3.10 Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of a majority of all votes entitled to be cast by all classes of Members, present or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, shall be regarded as the act of the Members. Notwithstanding any term or provision herein, the affirmative vote of no less than two-thirds (2/3) of all votes entitled to be cast by all classes of Members shall be required in order for the Association to (1) file a complaint, on account of an act or omission of Declarant, with any governmental agency which has regulatory or judicial authority over the Development or any part thereof, or (2) assert a claim against or sue Declarant.

Section 3.11 Action by Members Owning Boatslip Lots. Except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of a majority of all votes entitled to be cast by all classes of Members owning Boatslip Lots, present or represented by legitimate proxy at a legally constituted meeting at which a quorum of the Members owning Boatslip Lots is present, shall be regarded as the act of such Members.

Section 3.12 Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members or Members owning Boatslip Lots in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members or Members owning Boatslip Lots shall constitute a waiver of notice by such Member of the time and place thereof except where such Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all of the Members are present at any meeting of the Members, or if all of the Members owning Boatslip Lots are present at a meeting of such Members, no notice shall be required and any business may be transacted at such meeting.

Section 3.13 Informal Action by Members. Any action which may be taken at a meeting of the Members, or Members owning Boatslip Lots may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1 Number. The business and affairs of the Association shall be managed by a Board of three (3) Directors, who shall be appointed by Declarant and who need not be Members of the Association. The Declarant shall have the right and authority to appoint the Board of Directors until the first annual meeting following the Turnover Date. At the first annual meeting of the Members following the Turnover Date, a Board of five (5) Directors shall be elected in accordance with Section 4.5.

Section 4.2 Initial Directors. The initial Board of Directors shall be appointed by Declarant. Such initial Board of Directors shall serve at the election of the Declarant from the date upon which the Declaration is recorded in the Office of The Clerk of Courts of Oconee County, South Carolina, until such time as their successors are duly appointed in accordance with Section 4.1, or duly elected and qualified, as described in Section 4.5.

The names of the persons who shall serve on the initial Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
Scott Munday	400 South Tryon St., Suite 1300 Charlotte, North Carolina 28201
Steve W. Coleman	400 South Tryon St., Suite 1300 Charlotte, North Carolina 28201
Bonnie Peltier	400 South Tryon St., Suite 1300 Charlotte, North Carolina 28201

Section 4.3 Nomination. Subject to Section 4.1, nominations for the first election of the Board of Directors shall be made from the floor at a meeting of the Members. After such first election of Directors, nominations for election to the Board of Directors shall be made by a Nominating Committee. Subject to Section 4.1, nominations may also be made from the floor at the annual meeting. Subject to Section 4.1, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to the annual meeting following the first election of Directors and each annual meeting of the Members thereafter, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4.4 Election. Except as otherwise provided herein, the Board of Directors shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their profiles may cast, in respect to each vacancy, as many votes as they are

entitled to exercise under the provisions of the Articles of Incorporation, these Bylaws and the Declaration. Subject to the terms of this Article 4, the persons receiving the largest number of votes shall be elected. cumulative voting is not permitted.

Section 4.5 Term of Office. Each Director shall hold office for the term for which such director was elected, or until his death, resignation, retirement, removal disqualification or until his successor is elected and qualified. Subject to Section 4.1, at the first election of Directors, the Members shall elect two (2) Owners as members of the Board of Directors for terms of three (3) years, who shall be the Owners and receiving the first and second largest number of votes. Members shall also elect two (2) Owners as members of the Board of Directors for terms of two (2) years, who shall be the Owners receiving the third and fourth largest number of votes. Finally, Members shall elect Owner as a member of the Board of Directors for a term of one (1) year, who shall be the Owner receiving the next largest number of votes. At all annual elections thereafter, director(s) shall be elected for three (3) year terms to succeed any Director(s) whose term(s) then expire(s). Nothing herein contained shall be construed to prevent the election of a director to succeed himself. Votes shall be tallied at the meeting where they are so cast and, in the event of a tie vote, a run-off election shall be conducted at the same meeting.

Section 4.6 Removal. Subject to Section 4.1, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, such director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor (except that prior to the Turnover Date, Declarant shall have the sole right to fill such vacancy). The Members may elect a director at any time to fill any vacancy not filled by the remaining members of the Board (except that prior to the Turnover Date, Declarant shall have the sole right to fill such vacancy).

Section 4.7 Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE 5

MEETINGS OF DIRECTORS

Section 5.1 Regular Meetings. Meetings of the Board of Directors shall be held on a regular basis as often as the Board sees fit, but no less often than annually, on such days and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision alone or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Information Action by Directors. Action taken by a majority of the Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5.5 Chairman. A Chairman of the Board of Directors shall be elected by the Directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

Section 5.6 Liability of the Board. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

ARTICLE 6

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Powers. The Board of Directors, for the benefit of the Members, shall have the following specific powers and rights (without limitation, however, with respect to any other powers and rights which the Board may possess under South Carolina law or under the Declaration):

(a) To adopt and publish rules and regulations governing the use of the Common Areas and facilities, including, but not limited to, the Roadways, Piers, Boatslips, Parking Area and the personal conduct of the Members and their families, guests and invitees thereon, and to establish penalties and fines for the infraction thereof;

(b) To suspend any Member's voting rights and right to use the Common Areas, including, but not limited to, the right to use the Boat Ramp, Piers, Boatslips and/or Parking Area during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended (after notice and hearing) for a period not to exceed sixty (60) days for infraction of published rules and regulations;

- (c) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) To employ a manager, an independent contractor, or such other employee as they deem necessary, and prescribe their duties;
- (f) To grant all necessary easements and rights-of-way upon, over, under and across the Common Areas when it deems such action to be necessary and appropriate, including, but not limited to, easements for the installation and maintenance of electrical telephone, cablevision, water, sanitary sewer and other utilities or drainage facilities, provided, however, until such time as Declarant no longer owns any portion of the Property, the Board may not grant such an easement or right-of-way without the prior written approval of Declarant;
- (g) To appoint and remove all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient;
- (h) To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters relating to the Common Areas and/or the Association;
- (i) To retain the services of legal, accounting and other professional firms;
- (j) To employ or retain the services of architects or other qualified persons to serve on or advise the Architectural Control Committee and/or the Architectural Changes Committee;
- (k) To maintain contingency reserves for the purposes set forth in the Declaration;
- (l) To enforce the provisions of the Declaration and any Additional or Supplementary Declaration and any rules or regulations made hereunder or thereunder;
- (m) To levy assessments as more particularly set forth in the Declaration;
- (n) To impose fines for the violation of the Declaration, these Bylaws, or the rules and regulations adopted by the Board, in accordance with the Declaration; and

(o) To take any and all other actions, and to enter into any and all other agreements, as may be necessary for the fulfillment of its obligations under the Declaration or these Bylaws.

Section 6.2 Duties. The Board, for the benefit of the Members, shall have the following specific duties (without limitation of other duties the Board may have):

(a) To maintain current copies of the Declaration, these Bylaws and other rules concerning the Development, as well as Association books, records and financial statements, available for inspection upon reasonable notice and during normal business hours by all Owners, Mortgagees and insurers and guarantors of Mortgages that are secured by Lots;

(b) To supervise all officers, agents and employees of the Association to ensure that their duties are properly performed;

(c) As more fully provided in the Declaration:

(1) To fix the amount of the assessments;

(2) To send written notice of each assessment to every Owner subject thereto before its due date, and

(3) To foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. (If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.);

(e) To procure and maintain adequate liability insurance covering the Association and the Directors and officers thereof and adequate hazard insurance on the property owned by the Association all in accordance with the Declaration;

(f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate, in accordance with the Declaration;

(g) To maintain or cause to be maintained the Common Areas (including the upkeep and maintenance of associated improvements) in accordance with the Declaration;

(h) To maintain or cause to be maintained any sidewalks in the Development to the extent not maintained by a governmental authority; and

(i) Subject to Declarant's right to appoint the Architectural Control Committee, to appoint the Architectural Control Committee, all as more particularly provided in the Declaration.

ARTICLE 7

OFFICERS AND THEIR DUTIES

Section 7.1 Officers. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification or his successor is elected and qualifies.

Section 7.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 7.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.8 Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 7.9 Duties. The duties of the officers are as follows:

President

(a) The President shall be the principal executive officer of the Association, and subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meeting of the Board and of the Members; shall keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association; shall keep proper books of account, shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting.

ARTICLE 8

COMMITTEES

Subject to Section 4.1, the Board shall appoint a Nominating Committee. In addition the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE 9

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, upon reasonable notice and during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and these Bylaws shall be available for inspection by any member at the principal office of the Association.

ARTICLE 10

ASSESSMENTS

As more particularly described in, and subject in all respects to, the Declaration, each Member is obligated to pay to the Association assessments. Any assessments which are not paid when due shall be delinquent. If an assessment is not paid by its due date, as set forth in the Declaration, the assessment shall bear interest as provided therein. Any late charges, costs of collection and reasonable attorneys' fees related to any such delinquent assessment may be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of its Lot.

ARTICLE 11

CORPORATE SEAL

The Association shall have a seal in circular form having its circumference the words RIVERSTONE OWNERS ASSOCIATION, INC. - 2004 - S.C.

ARTICLE 12

AMENDMENTS

Section 12.1 Subject to the limitations hereinafter contained, the Articles of Incorporation and these Bylaws may be amended or modified at any time by a vote of no less than a majority of all votes entitled to be cast by the Members, which vote is taken at a duly held meeting of the Members at which a quorum is present, all in accordance with these Bylaws. Provided, however, if a majority of all votes entitled to be cast by the Members cannot be obtained at such a meeting, then the Articles of Incorporation and these Bylaws may be amended by obtaining the vote of a majority of all votes present at a duly held meeting of the Members at which a quorum is present and by, within ninety (90) days of such vote, obtaining written consent to such amendment by Members holding a sufficient number of votes to comprise, along with such voting Members, a majority of all votes entitled to be cast by the Members. Further provided, that any amendment or modification to the Articles of Incorporation and these Bylaws must be consented to by Declarant so long as Declarant is the Owner of any Lot or other portion of the Property which consent Declarant may grant or withhold in its sole discretion. In addition, Declarant, without obtaining the approval of any

other Member or any other Owner or Owners, may make amendments or modifications to the Articles of Incorporation and these Bylaws which either: (a) do not involve a change which materially adversely affects the rights, duties or obligations specified herein or therein or (b) apply only to the portions of the Property then owned by Declarant. Any amendment or modification effected pursuant to this Section 12.1 shall become effective with respect to these Bylaws when an instrument is filed of record in the Office of the Clerk of Court for Oconee County, South Carolina, provided, however, such an amendment or modification in lieu of being executed by the Members voting for such amendment or modification, may contain a certification of the Secretary of the Association stating that the amendment or modification has been voted on and approved by the requisite number of votes of the Members, as provided in this Section 12.1, and when with respect to the Articles of Incorporation any amendment or modification is filed of record in the Office of the South Carolina Secretary of State.

Notwithstanding anything in this Section 12.1 to the contrary, Declarant may at its option amend the Articles of Incorporation and these Bylaws without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause these Bylaws or the Articles of Incorporation to comply with the requirements of the FHA, VA, Federal National Mortgage Association or any other governmental agency.

Section 12.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 13

MISCELLANEOUS

The fiscal year of the Association shall be the calendar year and shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE 14

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Neither Declarant, nor any Member, nor the Board, nor the Association, nor any officers, Directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their Directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

The Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnifications provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or any disinterested Directors or otherwise and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article 14, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

EXHIBIT C
TO DECLARATION FOR RIVERSTONE
EROSION CONTROL
(PAGE 1 OF 4)

Each Owner and builder or other contractor performing construction on a Lot shall be responsible for causing the following minimum erosion control practices to be implemented and maintained throughout the course of all earth disturbing operations until the time of final seeding:

a. Roadway and Homesite Construction Entrance

Prior to the commencement of any earth-disturbing operation, a stone construction entrance shall be installed on the building site (the "Construction Entrance"). The Construction Entrance shall, (i) if possible, be installed in the same location as the proposed driveway so as to minimize the amount of disturbed area; (ii) extend a minimum of 50 feet from an existing roadway; and (iii) be installed, preserved and replaced, if necessary, in accordance with the standards more particularly set forth on page 2 of this Exhibit C.

b. Silt Control Devices

Prior to the commencement of any earth-disturbing operation, a diversion ditch and rock check (or stone filter) dam shall be constructed and maintained on the building site (collectively "Silt Control Devices"). The Silt Control Devices shall be located at the boundary of the estimated disturbed area as set forth more particularly on page 3 of the Exhibit C and shall be constructed, preserved and replaced, if necessary, in accordance with the standards set forth on page 4 of this Exhibit C.

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2004 AUG 11 P 1:41

