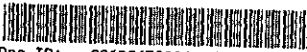


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DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HAMPTON SHORES

DRAWN BY AND MAIL TO:  
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CLT 1037910v7

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**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMPTON SHORES** ("**Declaration**") is made as of the 5th day of June, 2007, by CRESCENT RESOURCES, LLC, a Georgia limited liability company ("**Declarant**").

#### STATEMENT OF PURPOSE

Declarant is the developer and owner of certain real property located in Oconee County, South Carolina, which is hereafter described as the Property. Declarant desires to create on the Property a residential community of single-family homes to be named Hampton Shores.

**NOW, THEREFORE**, Declarant, by this Declaration, declares that all of the Property 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 the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

#### ARTICLE I

##### DEFINITIONS

All capitalized terms used herein shall have the meanings set forth in ARTICLE I.

Section 1.1. "**County Registry**" shall mean and refer to the Office of the Register of Deeds, Oconee County, South Carolina.

Section 1.2. "**Declarant**" shall mean and refer to Crescent Resources, LLC, and any party or parties to whom the rights of Declarant are transferred by written instrument recorded in the County Registry.

Section 1.3. "**Duke**" shall refer to Duke Power Company LLC (d/b/a Duke Energy Carolinas, LLC), and its division, Duke Energy Lake Services.

Section 1.4. "**Duke Lease**" shall mean and refer the lease agreement between Duke and Declarant pertaining to the lease of the area of the lakebed of Lake Keowee.

Section 1.5. "**Dwelling**" shall mean and refer to a single-family residential building constructed on a Lot.

Section 1.6. "**FERC**" shall mean and refer to the Federal Energy Regulatory Commission.

Section 1.7. "**Improvement**" or "**Improvements**" shall mean and refer to any and all man-made changes or additions to any portion of the Property.

Section 1.8. "**Lake Buffer Area**" shall mean and refer to the area that is fifty (50) feet from the 800' MSL contour, or five (5) feet from the 804' MSL contour, whichever is greater.

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Section 1.9. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map and any additional Lots created by a Lot Owner subdividing his Lot under the provisions of Section 2.8.

Section 1.10. "Map" shall mean and refer to (i) the map of the Subdivision showing Lots 1-7 of Hampton Shores, recorded in Map Book B-200, Page 10, in the County Registry, and (ii) any revisions of such map or maps recorded in the County Registry.

Section 1.11. "Mortgage" shall mean and refer to any mortgage constituting a first lien on a Lot.

Section 1.12. "Mortgagee" shall mean and refer to the owner and holder of a Mortgage on a Lot.

Section 1.13. "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 Subdivision, including Declarant if it owns any Lot, but excluding any Mortgagee.

Section 1.14. "Property" shall mean and refer to the property shown on the Map, together with any leasehold interest or easement which the Association has or may hereafter acquire in any property adjacent to the Subdivision (including, but not limited to, any leases of any submerged land lying within the bed of Lake Keowee).

Section 1.15. "Recreational Structures" shall mean and refer to gazebos, covered patios, playhouses, pool houses, cabanas, barbecue pits, swimming pools, outdoor hot tubs or jacuzzis, tennis courts, volleyball courts, badminton courts, shuffleboard courts, basketball courts, and similar structures or Improvements.

Section 1.16. "Subdivision" shall mean and refer to Hampton Shores Subdivision, as shown on the Map.

Section 1.17. "Water System" shall mean and refer to the central water system which serves the Subdivision.

ARTICLE II

RESTRICTIONS

Section 2.1. Land Use, Building Type and Single-Family Residential Restriction. All Lots in the Subdivision shall be used only for single-family residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential Dwelling, unless otherwise provided herein, and only one single-family residential Dwelling not exceeding 2½ stories in height above ground shall be erected or permitted to remain upon any Lot. No log cabin (or structure resembling a log cabin, or having the architectural characteristics of a log cabin), mobile home, modular home, pre-manufactured home, pre-engineered home or shell home may be erected or permitted to remain on any Lot. Carports (i.e., covered, open air structures) and detached garages or outbuildings (i.e., any structure that does not share a common wall with the Dwelling) are not permitted. The Dwelling

must be stick built on the Lot. Any ownership or leasing arrangement for a Lot having the characteristics of a vacation time-sharing ownership plan, a vacation time-sharing lease plan or any other form of interval, sequential or shared ownership is expressly prohibited. Furthermore, no boat (including, without limitation, a houseboat), whether existing on a Lot or docked at a fixed pier or floating boat dock that is appurtenant to any property in the Subdivision, may at any time be used as a residence.

Section 2.2. Dwelling Structure Size Restrictions. Any one (1) story Dwelling erected upon any Lot shall contain not less than one thousand six hundred (1,600) square feet. Any multi-story dwelling shall contain not less than two thousand (2,000) square feet, and the first floor shall contain not less than one thousand six hundred (1,600) square feet. The first floor shall be considered the floor on which the main entrance of the Dwelling exists. The square footage requirements refer to enclosed heated floor area and are exclusive of the area in basements, unheated porches of any type, attached garages, and unheated storage areas, decks or patios. Dwelling height shall not exceed 2½ stories, excluding basements or lower levels.

Section 2.3. Building Construction and Quality. Dwellings and boat docks shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. No Dwelling with a fair market value of less than Two Hundred Thousand Dollars (\$200,000) (in terms of 2007 dollar value), exclusive of the cost of the Lot, shall be permitted on any Lot. No building shall be erected unless it is completely underpinned with a solid brick, brick or stone-covered block or stucco foundation. No exterior surface of any building shall be asbestos shingle siding, vinyl siding, red brick, imitation brick or stoneroll siding, or exposed concrete or cement blocks.

Section 2.4. Exterior Materials and Colors. Exterior materials shall be stucco, stone, cedar shake or horizontal siding, and brown or tan colored brick. Red brick Dwellings are not permitted. Post and beam accents are encouraged. When there is a change of material from front to side, front veneer material must be wrapped to cover twenty-four (24) inches of the adjoining side. The practical exception to this would be a cedar shake and lap siding combination. Horizontal siding used must be fully back-supported to maintain a straight and even outer surface and must be fully and properly finished. Natural weathering of exterior wood materials is not desired. Vinyl siding is not permitted. Dwellings shall use the same or similar exterior materials on all sides of the structure. Permitted primary colors are subdued earth tones of tan, brown, gray, or green and permitted accent colors are subdued shades of red, green, gray, tan or cream.

Section 2.5. Roofs. Roofs and roof pitches shall be in proportion to the overall size and shape of the Dwelling with a minimum overhang of twelve (12) inches. The minimum roof slope for the main house structure shall be eight (8) vertical to twelve (12) horizontal and the maximum roof slope shall be twelve (12) vertical to twelve (12) horizontal with a twelve inch overhang. Steep roofs that incorporate traditional dormer or shed roof elements with pitches of 5:12 to 12:12 are generally acceptable. Double pitch roofs may utilize a minimum 9:12 roof for the main body of the roof and a minimum 6:12 roof over the porch elements. Shed roof elements may utilize 2:12 to 4:12 pitches. Acceptable roofing materials are (i) wood shingles, (ii) wood shakes, (iii) natural or man-made slate, (iv) tile or (v) minimum twenty-five (25) year warranty, variegated (not solid) color, dimensional architectural (sculpted) style, composition (fiberglass)

shingles. Gutters and downspouts that drain water from roofs, designed to empty into natural drainage systems such as crushed rock beds or grass-lined swales, must carry water away from foundations, paved surfaces and adjoining Lots. Tin or rolled roofing material is permitted as accent material only on less than twenty percent (20%) of the roof surface area.

Section 2.6. Setback Lines. No Improvements on any Lot (including any stoops, porches, or decks) shall be erected or permitted to remain within the front (street right-of-way), side (abutting right-of-way for a corner Lot) or rear building setback lines as noted on the Map or within the Lake Buffer Area. Piers and dock facilities are exempt from the rear setback restrictions. Driveways, which are connected to the residence and are not covered or enclosed in any manner, may encroach within the front and side setback, provided that such encroachment does not violate any applicable governmental requirement. If any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to a Lot prescribes greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall be governed by the greater setbacks.

Section 2.7. Minor Setback Violations. In the event of the unintentional violation of any of the building setback restrictions, in the amount of ten percent (10%) or less of the applicable setback restriction, Declarant reserves the right, but is not obligated, to waive in writing such violation of the setback restrictions upon agreement of the Owner of the Lot upon which the violation occurs and the Owner of any Lot adjoining the violated setback, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation or, if in violation, only if a variance or other similar approval has been received from the appropriate governmental authority.

Section 2.8. Subdivision of Lots. Except as otherwise set forth herein, no Lot shall be subdivided by sale or otherwise to reduce the Lot area shown on the Map. However, a Lot Owner may combine one Lot with contiguous Lot(s) so long as the parcel or parcels which result from such combination do not violate any applicable zoning ordinance, subdivision ordinance or other applicable law or regulation. Furthermore, the Owner of any Lot which combines with all or a portion of a contiguous Lot shall be solely responsible for any costs which may result from such combination, including the costs of relocating any existing easements.

Section 2.9. Utility Easements; Storm Drainage Facility Maintenance. Declarant reserves easements for the installation and maintenance of utilities (electricity, septic system, water, gas, telephone, cable television, etc.) and drainage facilities over the front and rear setbacks, measured ten (10) feet from the margin of the road right-of-way in the case of the front setback, and ten (10) feet from the Lot's property line in the case of the rear setback, along with a seven and a half (7.5) foot easement in width along each side lot line of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the Map and in other recorded easement documents. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The Owner of each Lot shall maintain that portion of the Lot lying within the easement areas as defined herein and shall maintain any Improvements located thereon, except those Improvements installed and maintained by a public authority or

utility company. All transformers and meters must be located at the rear of the dwellings. Declarant reserves the right to create and impose additional easements over any unsold Lot or Lots for road drainage, utility and entry signage installation purposes by the recording of appropriate instruments, and such easements shall not be construed to invalidate any of these covenants.

Section 2.10. Fences and Walls. No wooden fence or brick or stone wall may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot. No wooden fences or brick or stone walls greater than six (6) feet in height are permitted. Chain link or other metal fencing, except black wrought iron, is not permitted. However, 2" x 4" metal mesh may be used with split rail fencing to contain animals or children within rear or side yards. Perimeter fencing shall not have more than fifty percent (50%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence (the "Openness Test"). A wall constructed of brick or stone and used in lieu of a fence is exempt from the Openness Test.

Section 2.11. Signs. No signs of any kind may be displayed to the public view on any Lot, with the following exceptions which may not exceed four (4) feet in height or five (5) square feet in size excluding staking: (a) one sign (on the Lot only) advertising the Property for sale or rent; (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. These restrictions shall never apply to temporary entry signs or advertising by Declarant, or for sale signs installed by Declarant or its agents prior to the sellout of the Subdivision.

Section 2.12. Antennas; Satellite Dishes or Discs. No radio or television transmission or reception towers, antenna, satellite dishes or discs shall be erected or maintained on any Lot, except that one (1) dish or disc not exceeding one (1) meter in diameter or diagonal measurement for receiving direct broadcast satellite service ("DBS") or multi-point distribution services ("MDS") may be erected and maintained on each Lot. No roof-mounted antenna, dishes or discs for DBS or MDS service shall be permitted on any Lot if adequate broadcast reception can be obtained without mounting such equipment on the roof of the house; provided, however, that if such roof-mounted equipment is required, no antenna or related structures may be mounted on masts exceeding twelve (12) feet in height above the highest roof line ridge of the Dwelling. Any dish, disc, or antenna (with associated mast) shall be professionally installed and reasonably camouflaged and screened from view from Lake Keowee and the public road on which the Lot fronts, and shall not be located in the area between the street right-of-way line and the minimum building setback lines applicable to the Lot. In cases where an antenna wire does not require the use of a mast, landscaping or some other means to reduce its visual impact must camouflage such wire.

Section 2.13. Lot Maintenance; Trash Disposal. Each Owner shall keep his Lot, and the area adjacent to the Lot between the edge of the public road right-of-way and the edge of the pavement or curb, in a clean and orderly condition and shall keep the Improvements thereon in a suitable state of painting and repair, promptly repairing any damage caused by fire or other casualty. No clothes line may be erected or maintained on any Lot. No Lot shall be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on any Lot outside of an enclosed



structure, except when temporarily placed in closed, sanitary containers pending removal by trash collection authorities or companies.

Section 2.14. Off-Road Parking; Off-Water Boat Storage. Prior to the occupancy of any Dwelling, each Lot Owner shall provide an attached garage and a concrete or asphalt driveway that provides space for parking at least two (2) vehicles. No recreational vehicles or related equipment, including any boat, houseboat, trailer, motor home or "camper" vehicle may be maintained, stored or kept on any portion of the Property, except in enclosed garages, and may never be used as a residence. All vehicles must have a current license plate affixed and all such vehicles must be parked in an enclosed garage, or on a concrete or asphalt.

Section 2.15. Sewage Disposal. Every Dwelling erected on any Lot shall be served by a individual on-site septic system approved by the South Carolina Department of Health and Environmental Control ("DHEC") for the disposal of sewage, or connected to a private or public sewage disposal system. All septic systems or other private sewage disposal systems shall be approved by, and constructed and maintained in accordance with, all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction.

Section 2.16. Public Water System; No Wells. All water mains, pipes and other equipment necessary for the operation and maintenance of the Water System shall be located within the utility easements described in Section 2.9, or within public road rights-of-way. The Water System and all mains, pipes, equipment and other personal property which is part thereof, is the property of the Seneca Light and Water Plant, a public utility company duly licensed and operating under the authority granted by the South Carolina Public Service Commission. The Water System shall be the sole source of potable water for the Subdivision, and no well may be dug or constructed on any Lot for the purpose of providing a domestic water supply.

Section 2.17. Nuisances. No noxious or offensive trade or activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No hunting is permitted on any of the Property in the Subdivision. No raising, breeding, or keeping of animals, livestock or poultry of any kind, except that dogs, cats, or other usual and common household pets (which are registered, licensed and inoculated as required by law) may be permitted on a Lot. No more than three (3) household pets shall be kept or maintained per Lot, except for newborn offspring of such household pets that are under nine (9) months in age.

Section 2.18. Removal of Trees and Other Vegetation. All trees, shrubs and ground cover within the Lake Buffer Area are considered to be "Protected Vegetation" in that cutting and clearing generally is not permitted therein without the prior written consent of Declarant. Subject to local ordinances and Duke Energy Lake Services Guidelines, the practical exceptions to this rule are that dead or diseased trees and poisonous plants may be removed, underbrush may be selectively cleared within two (2) feet of the ground, individual trees may be limbed up to one-third (1/3) of the tree height, and ground covers may be planted, and a four (4) foot path may be cleared to provide access to piers. Lawn grass must not be planted inside the Lake Buffer Area. In addition to the Protected Vegetation within the Lake Buffer Area, any "Mature

Trees” on the Lot that are more than twenty (20) feet from the footprint of the Dwelling or more than five (5) feet from the driveway may not be cut down or otherwise removed without the written approval of Declarant. For purposes of this Declaration, “**Mature Trees**” shall mean all evergreen or deciduous trees with a caliper of four (4) inches or greater.

Section 2.19. Replacement of Damaged or Destroyed Trees. Declarant hereby reserves the right and easement to go upon any Lot or other portion of the Property to replant or order the replanting of any trees, shrubs or other vegetation removed within the Subdivision in violation of the terms of Section 2.18. If Declarant exercises its easement rights pursuant to the terms of this Section 2.19, the Owner of the nonconforming Lot shall reimburse Declarant within fifteen (15) business days following the submission of an invoice for any costs or expenses incurred. The exercise or nonexercise of the easement rights contained in this Section 2.19 shall be subject to the discretion of Declarant, provided that Declarant, shall not have the obligation to exercise such rights. In the event that Declarant is no longer in existence and has not assigned its Declarant rights to another entity, any of the other Lot Owners in the Subdivision can sue to enforce Declarant’s rights reserved under this Section 2.19, pursuant to their rights under Section 3.1 of this Declaration. In either case, a replanting plan by the Owner may be required which details the size, type, and location of replacement vegetation. All vegetation planted for the purposes of replacement must be guaranteed for one year after installation. Any vegetation that is dying, dead, or otherwise in poor health at the end of its first installation year must be replaced. If such trees are replaced, the newly installed trees will also be subject to an additional one-year guaranteed requirement. All trees replanted to replace dead, dying, or diseased trees or other vegetation in poor health will be considered “Protected Vegetation” regardless of their caliper size; provided that row planting within the Lake Buffer Area along the property line with evergreens reaching a mature height of greater than six (6) feet is not permitted.

Section 2.20. Docks, Piers and Boat Houses. Duke controls access to, use of, and water levels in Lake Keowee. Any Owner must receive permission from Duke (or a successor manager of Lake Keowee under authority from the FERC) prior to placing or constructing any pier, structure or other Improvement within or upon, or conducting any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of Lake Keowee. Declarant makes no oral, express or implied representation or commitment as to the likelihood of any Owner obtaining such permission, nor as to the continued existence, purity, depth or levels of water in Lake Keowee, and Declarant shall have no liability with respect to these matters. Construction of dock facilities is also subject to the recorded restrictions and easements affecting the Lot.

Enclosed docks or boathouses will not be allowed either on the water or within the Lake Buffer Area. Covered docks must have pitched roofs, colored green or brown and must be one level. Two-level or multi-level docks are not permitted.

The placement, construction, or use of any pier or dock or any activity altering the topography of the hydroelectric project surrounding and encompassing the waters of Lake Keowee shall be subject to each of the following:

- 2.20.1 easements, restrictions, rules, regulations and guidelines for construction and use promulgated by Declarant;

2.20.2 all laws, statutes, ordinances and regulations of all Federal, State and local governmental bodies having jurisdiction thereof, including without limitation, FERC; and

2.20.3 rules and regulations, privileges and easements affecting the Lot and the waters and submerged land of Lake Keowee established by Duke, its successors and assigns. Duke is the manager of Lake Keowee under authority granted by FERC, and its current management plan runs through August 31, 2016. As manager of Lake Keowee, Duke controls access to, the use of, and the water level in Lake Keowee. All Owners, Declarant and any builders must receive permission from Duke [or a successor manager of Lake Keowee, under authority from FERC] prior to any alterations therein, including the construction and continued use and maintenance of any dock, pier, or boatslip.

2.20.4 No Lot Owner shall construct a pier of any kind, boat mooring or any other structure outside the pier zone designated on the Map applicable to such Lot.

Section 2.21. Boat Ramps. No boat ramps of any kind shall be permitted on any Lot, and no boat shall be placed in (or removed from) the waters of Lake Keowee from any Lot, provided however, small watercraft such as canoes, dinghies, and jet skis may be launched from any Lot if launched without a ramp. All other watercraft shall be launched from a public boat ramp outside the Subdivision.

Section 2.22. Rights of Duke. Duke has certain privileges and easements affecting the Development which include the right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of Lake Keowee and its tributaries upon and over the Subdivision, as more specifically described in the deed from Duke to Declarant, and under the Duke Lease.

Section 2.23. Non-waiver. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision contained herein or referred to herein shall be held to be a waiver by that party of any right available to the party upon the recurrence or continuance of said violation or the occurrence of a different violation.

ARTICLE III

GENERAL PROVISIONS

Section 3.1. Enforcement.

3.1.1 Declarant, as the developer of other subdivisions in the area of the Subdivision, wishes to maintain a high standard in the appearance and quality of the Subdivision. Though damages would be difficult to measure, the failure of the Owners to abide by the terms, covenants and restrictions contained in this Declaration would result in irreparable damage to Declarant and its reputation. Accordingly, Declarant, during the term of this Declaration as set forth in Section 3.4, as well as any Owner or Owners, shall have the right, but not the obligation, to enforce all restrictions, conditions, covenants, reservations, liens and charges

now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, condition, covenant, reservation, lien or charge, either to restrain violation thereof or to recover damages therefor. Declarant and each Owner shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration.

- 3.1.2 In addition, each Owner, by accepting a deed for a Lot, hereby covenants and agrees to exercise their respective enforcement powers in order to maintain a first class subdivision in appearance and quality, and that they shall, upon the request of Declarant, enforce any restriction, condition, covenant or reservation contained in this Declaration deemed by Declarant, in its sole discretion, to have been violated, using all remedies available to them at law or in equity. Failure by Declarant or by any Owner to enforce any covenant or restriction contained in this Declaration shall not be deemed a waiver of the right to do so thereafter.

Section 3.2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall not affect any other provisions of this Declaration, which shall remain in full force and effect.

Section 3.3. Amendment.

- 3.3.1 Amendment by Owners. The covenants, conditions, and restrictions of this Declaration may be amended at any time and from time to time by an instrument signed by Owners holding two-thirds (2/3) of the Lots which are then subject to this Declaration; provided, however, that such amendment must be consented to by Declarant so long as Declarant is the Owner of any Lot in the Subdivision. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Notwithstanding the foregoing, the consent of a majority of the Owners of Lots, plus the written consent of Declarant, shall be required to reduce the land in the Subdivision, to withdraw any portion of the Property from the requirements of this Declaration, or to restrict or revoke Declarant's right of enforcement as provided for in Section 3.1.

- 3.3.2 Amendment by Declarant. Declarant, without obtaining the approval of any other person or entity, may also make (a) amendments or modifications hereto which are *correctional in nature and do not involve a change which materially adversely affects the rights, duties or obligations specified herein;* and/or (b) any addition or amendment that Declarant is authorized to make under other Sections of this Declaration.

Section 3.4. Term. The covenants, conditions, 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 twenty (20) years from the date this Declaration is recorded. After the initial twenty (20) year period, the covenants, conditions, and restrictions of this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots, plus Declarant, has been recorded, agreeing to terminate

the covenants, conditions, and restrictions in whole or in part. Provided, however, that the residential use restrictions set forth in Section 2.1 shall run with the land and shall be binding upon all parties and all persons claiming under them in perpetuity.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

WITNESSES: CRESCENT RESOURCES, LLC, a Georgia limited liability company

Nancy Olah  
First Witness NANCY L. OLAH

By: Scott Munday  
Vice President

Brenda L. Kluttz  
Second Witness BRENDA L. KLUTTZ

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

Personally appeared before me, NANCY L. OLAH (First Witness) and made oath that he/she saw the within named Crescent Resources, LLC by SCOTT MUNDAY its VICE President sign and deliver the within written instrument; and that he/she with Brenda L. Kluttz (Second Witness) witnessed the execution thereof.

Sworn to before me this 5<sup>th</sup>  
day of June, 2007

Nancy Olah  
(Signature of First Witness)

Brenda L. Kluttz  
Notary Public for North Carolina

My Commission Expires 5/28/2010

[SEAL]



FILED IN RECORD  
3008000000  
REGISTER OF DEEDS  
2007 JUN - 6 P 4: 18