

In Resolution See Vol 400-pg 173

DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS

PORT SANTORINI SUBDIVISION

12-D-Pg. 34

This declaration is made on November 20, 1974 by Rochester Real Estate Company, a South Carolina corporation.

1. RECITALS.

Rochester Real Estate Company is the owner and developer of that certain real property located in Oconee County, State of South Carolina, known as PORT SANTORINI (the Development) a part of which is described in the Supplemental Declaration attached hereto as Exhibit No. 1 and made a part hereof.

Rochester Real Estate Company is the successor corporation to Rochester Real Estate of Seneca, Inc., a South Carolina corporation, pursuant to a statutory merger by which the said Rochester Real Estate of Seneca, Inc. was merged into Rochester Real Estate Company duly recorded on September 26, 1974 in the office of the Clerk of Court for Oconee County in Charter Book "D", page 90, and with the South Carolina Secretary of State on September 25, 1974.

Rochester Real Estate of Seneca, Inc. previously recorded "Easements and Protective Covenants" covering and pertaining to the following lots and parcels of Port Santorini:

A. Section 1, Lots 40 through 60, inclusive, as shown on a plat thereof by Farmer & Simpson Engineers, dated January 29, 1973, and recorded in the office of the Clerk of Court for Oconee County in Plat Book P-34, page 174.

B. Section 2-A, Lots 33 through 39, inclusive, and Lots 123 through 151, inclusive, as shown on a plat thereof by Farmer & Simpson Engineers, dated April 30, 1973 and revised June 21, 1973, and recorded in the office of the Clerk of Court for Oconee County in Plat Book P-34, page 190.

C. Section 2-B, Lots 25 through 32, inclusive, and Lots 96 through 104, inclusive, as shown on a plat thereof by Farmer & Simpson Engineers, dated July 16, 1973, and recorded in the office of the Clerk of Court for Oconee County in Plat Book P-34, page 190.

D. Section 3, Lots 16 through 24, inclusive, Lots 87 through 95, inclusive, and Lots 105 through 111, inclusive, as shown on a plat thereof by Farmer & Simpson Engineers, dated September 10, 1973 and recorded in the office of the Clerk of Court for Oconee County in Plat Book P-38, page 49.

Rochester Real Estate Company desires to amend the said Easements and Protective Covenants pertaining to the said lots which have been previously included and covered by the Easements and Protective Covenants set forth in paragraphs A, B, C and D above; specifically all lots and to apply the restrictions, covenants, easements set out herein to all lots to be sold or which have been previously sold for the benefit of all of the lots and parcels in the development and the owners and future owners thereof.

NOW THEREFORE, Rochester Real Estate Company declares that all of the lots and parcels in the development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of the declaration, all of which are declared and agreed to be in furtherance of a plat for the development, improvements and sale of said lots and parcels and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this declaration are intended to create mutual equitable servitude upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between the respective owners of all such lots and parcels; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such lots and parcels in the development and their respective owners, present and future.

2. DEFINITIONS.

A. "Association" means the Port Santorini Association, Inc., a South Carolina non-profit corporation.

B. "Board" means the Board of Directors of the Port Santorini Association, Inc.

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C. "By-Laws" means the By-Laws of the Association.

D. "Building Committee" means the Committee appointed by the developer to pass upon the plans of all structures to be constructed in the development as established herein.

E. "Developer" and/or "Declarant" means Rochester Real Estate Company, a corporation, its successors and assigns.

F. "Declaration" means this Declaration of Protective Covenants for Port Santorini, dated November , 1974 as the same may be supplemented or amended from time to time.

G. "Development" means Port Santorini as the same may be shown on the maps or plats thereof recorded or which may be recorded from time to time.

H. "Improvement" means all buildings, out buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennas and any other structure of any kind or type.

I. "Lot" means any numbered lot designated on the plat.

J. "Owner" means:

(1) Any person, corporation or other legal entity, other than Rochester Real Estate Company, who holds fee simple title to any lot or parcel.

(2) Any person or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement in which agreement it is provided that the purchaser shall become an owner and seller shall cease to be the owner.

K. "Parcel" means any named, lettered tract shown on the plats.

L. "Plats" means the maps or drawings of Port Santorini recorded in the office of the Clerk of Court for Oconee County in Plat Books P-34, page 174, P-34, page 190 and P-38, page 49, or which may be recorded in the office of the Clerk of Court for Oconee County.

M. "Recorded" means duly presented to the Clerk of Court of Oconee County and accepted by him, given an appropriate number and filed for record in the office of the Clerk of Court for Oconee County.

N. "Reserved Area" shall mean all of the real property designated as such in the supplemental declaration or on plats of the development as recorded. Ownership of such areas may be retained by declarant and shall be put to such use as it shall deem best, consistent with the development.

O. "Common Area" shall mean all of the real property designated as such in the supplemental declaration or on plats of the development recorded which shall have been conveyed to the Association or dedicated to the lot owners.

P. "Single Family Dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) adult persons not so related together with his or their domestic servants maintaining a common household in such dwelling.

Q. "Supplemental Declaration" means:

(1) The recorded supplemental declaration of the declarant attached hereto as Exhibit No. 1.

(2) In the case of real property being annexed to Port Santorini, the recorded supplemental declaration of declarant which incorporates the provisions of this declaration therein by reference. In either event, the supplemental declaration shall include a description of the real property in Port Santorini subject to the provisions of this declaration and shall designate the permissive uses of such property.

3. LAND USE.

Lots and parcels in the development shall be designated in the supplemental declaration as to their permissible uses and shall thereupon become subject to the restrictions or other provisions of this declaration relating to such uses unless it is otherwise provided in the supplemental declaration. In such cases, to the extent that there may be a conflict between the provision of this declaration and those of the supplemental declaration, the provisions of the supplemental declaration shall apply to those lots or parcels described therein. In the event a use is designated for which no such provisions are contained herein (e.g. governmental, recreational, etc.) the same may be set forth in such supplemental declaration.

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A. Single Family Residential. Only single family dwellings and such outbuildings as are usually necessary thereto shall be permitted on any lot designated as single family residential. The following restrictions shall apply specifically to such lots unless it is otherwise provided in a supplemental declaration.

(1) Minimum Area. Each dwelling shall have fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, carports or other out buildings) with not less than the number of square feet established in the supplemental declaration for the section in which the lot is situated, provided however, that if no minimum is established in the supplemental declaration, all dwellings shall have a minimum floor area of not less than 1,200 square feet for a one-story dwelling or not less than 1,000 square feet for a dwelling of more than one story.

(2) Setbacks. Each such dwelling shall be at least:

(a) Twenty-five feet from the front lot line;

(b) Twenty feet from the rear lot line;

(c) Ten feet from the side lot lines;

(d) In the event that the committee shall determine that application of the setbacks contained herein to a particular lot would unreasonably limit the use thereof by the owner and effectively deprive him of an appropriate construction upon said lot, the committee shall grant a variance to the owner of said lot from the provisions of these setback restrictions sufficient to enable the owner to construct a dwelling upon that lot.

(3) Reserved Areas. All lots or parcels in the development designated as reserved areas are and shall remain private property and declarant's recordation of a plat shall not constitute a dedication thereof to the public of any such reserved area located therein.

(a) Use. The use and enjoyment of reserved areas and improvements thereon, shall be subject to the rules and regulations governing the use of such property and improvements as may from time to time be adopted by the declarant.

(b) Maintenance. Subject to the provisions of Article 9 of this declaration, maintenance of reserved areas and repairs to any improvements thereon shall be the obligation and responsibility of declarant.

(c) Subsequent Dedication. At any time hereafter the declarant may offer any portion or all of the reserved areas for dedication to public use or to the Association, or a part of such reserved area to public dedication and a part to the Association and retain a part thereof. Prior to doing so, however, consent to such dedication or transfer shall be approved by a majority of the owners voting on the question at a special meeting of the Association called for the purpose of considering that question. In the event of approval of any offer or dedication to a governmental authority, such offer shall be subject to acceptance by the governmental authority pursuant to its then applicable standards.

4. RESIDENTIAL RESTRICTIONS.

The following shall be applicable to all lots and parcels within the development designated as residential in character and each owner, as to his lot or parcel covenants to observe and perform the same.

A. Accessory Outbuildings. Without the approval of the committee, no accessory outbuilding shall be erected on any lot or parcel prior to the erection thereof of a dwelling. In no event shall any such accessory outbuilding, partially completed or temporary structure, ever be used for human occupancy or habitation.

B. Completion of Construction. Construction of any improvements, once commenced, shall be completed within one year. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within one year shall be deemed a nuisance. Declarant or the association may remove any such nuisance or repair or complete the same at the cost of the owner.

C. Prohibition Against Used Structures. Without the approval of the committee no used building or structure, intended for use as a dwelling shall be placed on any lot.

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D. Maintenance of lots. All lots and parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, declarant or the Association shall have the right, through its agents and employees, to do so, the cost of which shall be added to and become a lien upon said lot and shall be enforceable by declarant as provided in Article 10 subparagraphs A and B of this declaration. Neither the developer nor any of its agents, employees or contractors shall be liable for any damages which may result from any maintenance work as performed.

E. Disposal of Sanitary Waste. No outside toilets shall be constructed on any lot or parcel except for temporary toilets located for workmen during the course of construction of a dwelling which shall comply with appropriate governmental regulations. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a sewage system approved by the committee and the appropriate governmental authority, if a system is available. When such system is available, all tap-on fees and charges shall be paid by the lot owner subject to any obligation which the developer specifically assumes in the contract of sale with an owner in which case the provisions of the contract will govern. Until a sewage disposal system is available, sewage disposal shall be by septic tanks approved by the appropriate governmental agencies.

F. Fences. All property lines shall be kept free and open and no fences, hedges or walls shall be permitted thereon without committee approval.

G. Nuisances. No noxious or offensive activities shall be permitted on any lot or parcel.

H. Signs. No person, except the declarant, shall erect or maintain upon any lot or parcel or improvements any sign or advertisement, unless prior approval is obtained from the committee, provided however, that an owner may place one "For Sale" sign, which design and size shall be standard and shall be approved by the committee.

I. Animals. No animal shall be kept or maintained on any lot or parcel except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.

J. Garbage and Refuse Disposal. No owner shall burn trash, garbage or other refuse without a permit from the committee, nor shall any owner accumulate on his lot junked vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.

K. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks on any lot or parcel shall be either buried below the surface of the ground or screened to the satisfaction of the committee. Every receptacle for ashes, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street or reserved area within the development, or from Lake Keowee, except at times when refuse collections are made.

L. Restrictions on Temporary Structures. No travel or overnight trailers or tents shall be placed or erected on any lot or parcel for purposes of habitation. At no time shall a mobile home be placed on a lot or parcel.

M. Removal of Trees. No living tree over three inches in diameter shall be removed from any lot or parcel without the prior written consent by the committee except such trees that are necessarily removed for the construction of a dwelling or as may be necessary for safety.

N. Limited Access. There shall be no motorized vehicle ingress or egress to any lot or parcel on the perimeter of the development except from designated streets or roads within the development.

O. Resubdivision of Lots. No lot or parcel shall be further divided except for adjustment of lot lines between adjacent owners.

P. Drilling and Mining. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any lot.

Q. Mail Boxes. The committee may establish a uniform design for all mail boxes and may designate where mail boxes may be located. If no uniform design is established, all mail boxes shall be approved by the committee.

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5. LAKE FRONT.

A. Ownership of lakefront lots. The boundary of any lot shown on the plat as being adjacent to Lake Keowee shall be a line running at an elevation of 804 feet above mean sea level.

B. Responsibility for Damages. The declarant shall not be liable for damages caused by erosion, washing or other action of the water of Lake Keowee.

6. THE BUILDING CONTROL COMMITTEE.

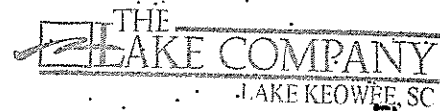
A. General Powers. All improvements constructed or placed on any lot or parcel in Port Santorini must first have the written approval of the committee. Such approval shall be granted only after written application has been made to the committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the committee may require.

B. The committee shall be composed of three members, to be appointed by declarant. Committee members shall be subject to removal by declarant and any vacancy from time to time existing shall be filled by appointment of declarant. The power to appoint or remove committee members may be (temporarily or permanently) transferred to the Association and shall be transferred to the Association when 75% of all lots and parcels in the development have been sold by declarant.

C. Grounds for Disapproval. The committee may disapprove any application:

(1) If such application does not comply with this declaration.

(2) Because of the reasonable dissatisfaction of the committee with grading plans, location of the proposed improvements.



on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of the roof proposed to be placed thereon.

(3) If, in the judgment of a majority of the committee reasonably exercised, the proposed improvement will be inharmonious with the development, or with the improvements erected on other lots or parcels.

(4) Rules and Regulations. The committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove and other reasonable rules.

(5) Variances. The committee may grant reasonable variances or adjustments from the provisions in this declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots or parcels.

(6) Certification of Compliance. At any time prior to completion of construction of any improvement, the committee may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor or engineer that such improvement does not violate any setback, ordinance or statute, nor encroach upon any easement or right-of-way of record, nor violate any other provision of these restrictions.

(7) Liability. Notwithstanding the approval by the committee of plans and specifications or its inspection of the work in progress, neither it, the declarant, nor any person acting in behalf of any of them shall be responsible for any defects in any plans or specifications or other material submitted to the committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

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(8) Appeal. Any applicant shall have the right to appeal to the declarant (or to the Association if and when declarant transfers the responsibility for the committee to it) from any decision of the committee within thirty days after the entry of such decision.

(9) Restrictions on Construction of Model Homes. Model or exhibit homes shall be built and used as such only with the prior written permission of the committee.

7. PORT SANTORINI ASSOCIATION.

A. General. The Association is a South Carolina non-profit corporation organized to further and promote the common interest of property owners in the development. The Association shall have such powers in the furtherance of its purposes as are set forth in its articles and by-laws.

B. Membership.

(1) Classes of Members. There shall be members and associate members.

(2) Members. Each owner and the developer Rochester Real Estate Company, or its successors, shall by reason of ownership, become a member of the Association.

(3) Associate Members. If not otherwise a member, each of the following shall be associate members of the Association.

(a) The spouse and children of a member who have the same principal residence as the member.

(b) Persons who may be tenants or regular occupants of the dwelling situated within the development.

(c) Persons who by virtue of contractual agreements with the developer are entitled to membership in the Association.

C. Rights, Privileges and Obligations. The rights, duties and privileges and obligations of membership in the Association are as set forth in its articles and by-laws.

D. Assessments. Pursuant to the powers granted to it in its articles and by-laws, the Association is hereby expressly authorized and empowered to levy annual assessments against all lots

in the development, provided, however, except as may be otherwise indicated, no assessment shall be levied against lots owned by declarant. No annual assessment against a lot owner shall exceed One Hundred Forty-four (\$144) Dollars unless increased by a two-thirds vote of all members, at a meeting called for such purpose.

E. Declarant shall pay assessments on all lots owned by it in the sum of one-half of the assessment until 50% of the lots are sold and after that time declarant shall pay no assessments on any lots owned by it.

F. Collection and Lien. The amount of the assessment levied by the Association shall be paid to it on or before the date or dates fixed by resolution of the board. If not so paid, the amount of such assessment, plus any other charges thereon, including interest at the maximum limit provided by law per annum from date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot so assessed when the board causes to be recorded a notice of assessment which shall state the amount of such assessment and such other charges and a description of the lot which has been assessed. Such notice shall be signed by the secretary of the Association on behalf of the association. Upon payment of said assessment and charges, or other satisfaction thereof, the board shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien.

G. Priority of Lien. Conveyance of any lot shall not affect any lien for assessment provided herein. Such lien shall be prior to all other liens recorded subsequent to the said notice of assessment.

H. Enforcement. The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage, and, in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any owner owing money to it which is available to it by law or equity for the collection of debt.

I. Proof of Payment. Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

J. Suspension. The Association shall not be required to transfer membership on its books or to allow the exercise of any right or privileges of membership on account thereof to any owner or to any person claiming under them unless or until all assessments and charges to which they are subject have been paid.

K. A lot owner who owns two adjoining lots and merges said lots into one parcel or building site shall be assessed as if he owned one lot.

8. EASEMENTS.

A. Reservations. The following easements over each lot or parcel and the right to ingress or egress to the extent reasonably necessary to exercise such easements, are reserved to declarant and its licensees:

(1) Utilities. A five (5) foot wide strip running along the inside of the said lot lines, for the installation, maintenance and operation of utilities (excluding sewer) including radio and television transmission cables, and the accessory right to locate lines underground, remove trees, shrubs and planting wherever necessary upon such lot or parcel in connection with such installation, maintenance and operation. A sixteen (16) foot easement is reserved over each lot as shown by the plat of the development for the installation, maintenance and operation of sewage disposal.

(2) Other easements. Any other easements shown on the plat.

(3) Use of and Maintenance by Owners. The areas of any lots or parcels affected by the easements reserved herein shall be maintained continuously by the owner of such lot, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easement for the proposed purpose herein set forth. Improvements within such areas shall be maintained by the owner except those for which a public authority or utility company is responsible.

(4) Liability for Use of Easements. No owner shall have any claim or cause of action against declarant or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the plat except in cases of wilful or wanton misconduct.

9. RESERVED AREAS.

Declarant has and will retain ownership of certain lands within the development, including, but not limited to, the streets, roads, and parks shown on the plats. There is, therefore, granted to the owners and occupants of each lot and parcel within the development an easement to travel along and upon said roads and streets; and, to use such reserved areas upon such terms and conditions as it, the Developer, may from time to time designate and establish. In no event, however, shall such terms and conditions ever deny access to any lot in the development by the owner thereof. Nothing herein contained shall prevent or prohibit declarant from dedicating streets and roads to appropriate governmental bodies or convey same to the Association to be used by the Association in accordance with these restrictions and according to its charter and by-laws.

A. In consideration of the granting of such easement and the undertaking of the declarant and/or the Association when and if such areas are conveyed to the Association to maintain such reserved areas, the owner of each lot or parcel, by execution of a contract for the purchase of said lot or parcel or acceptance of a deed thereto, agrees to pay to the Association an annual assessment of not more than One Hundred Forty-four (\$144) Dollars as provided in Article 7 of this declaration and in accordance with the by-laws of the Association. Said amount to be established by the board of the Association.

10. MAINTENANCE OF VACANT LOTS.

A. All lot owners shall maintain their respective lots as required by paragraph 4D of this declaration so that it is not unsightly and shall keep the lot free from high weeds, brush, litter and all other unsightly vegetation or matter. In the event an owner fails to maintain his lot in a presentable manner, declarant may maintain lot, solely within its discretion, and shall charge

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the owner thereof a maintenance fee of not more than fifty (50) dollars per year, according to the value of the dollar for the year 1974, said charge to be not more than the actual cost of the maintenance. The maintenance fee, if appropriate, shall constitute a lien against the lot upon recording of a verified charge of the cost of the maintenance and the amount thereof. Declarant shall have the right to enforce such lien as may be enforced by foreclosure of mortgages and may be a bidder at the foreclosure sale. Declarant may also pursue any other remedy at law or in equity against the owner of said lot or parcel for collection of debt.

B. The powers given declarant herein shall not be exercised if the Association undertakes to maintain vacant lots and if it does so, declarant's rights hereunder shall be assigned to the Association so long as the vacant lots are kept in accordance with the requirements hereunder. When declarant has sold fifty (50) percent of the lots, the Association shall assume the duties hereunder and declarant shall not thereafter be obligated to maintain vacant lots nor shall it be entitled to charge lots owners therefor. Nothing herein contained shall give the Association the right to impose charges upon declarant respecting any lots owned by it.

11. ANNEXATION.

A. Property to be annexed. Declarant may, from time to time and in its sole discretion, annex to the development any other real property owned by declarant which is contiguous or adjacent to or in the immediate vicinity of the development.

B. Manner of Annexation. Declarant shall effect such annexation by recording a plat of the real property to be annexed and by recording a supplemental declaration which shall:

- (1) Describe the real property being annexed and designate the permissible uses thereof;
- (2) Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restricted uses of reserved areas; and

(3) Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this declaration. Upon the recording of such plat and the supplemental declaration, the annexed area shall become a part of the development, as fully as if such area were part of the development on the date of recording of this declaration.

12. ANNEXATION TO THE CITY OF SENECA AND FORMING UTILITY DISTRICT.

A. Declarant believes that it is in the best interest of the development to become a part of the City of Seneca as soon as feasible and intends to pursue annexation of the subdivision to the City of Seneca whenever the development can be legally annexed to said City. Each grantee or purchaser, by the acceptance of a deed or upon execution of a binding contract which gives such grantee or purchaser the right to vote on such question, covenants and agrees that he will vote affirmatively in any election held on the question at the request of the declarant or shall execute any petition for annexation upon request of the declarant.

B. Water Services and Sewage Disposal. By reason of the requirements of the federal government, appropriate governmental bodies may establish a sewer and/or water district which includes the development to provide sewage disposal services to the development. All lot owners covenant to vote affirmatively for including the development in a public sewer or utility district, provided that the proposed rates for utility services and or millage assessment is comparable with other charges in Oconee County for like services.

13. REVISION OF PLATS.

Notwithstanding the provisions and conditions herein contained, declarant intends to prepare and record subdivision plats and does hereby reserve unto itself, its successors and assigns, the right to relocate, open or close streets shown on said plats, and to revise, redivide and change the size, shape, dimension and location of lots,

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the covenants, conditions, restrictions and reservations hereby imposed shall be applicable to the resulting lots. In lieu of the lots as originally shown on said plat prior to such revision, relocation or change, provided, however, that no lot sold prior to such revision, relocation or change shall be deprived of that portion of the street or streets on which it bounds nor of access to such lots from the streets in the subdivision.

14. REMEDIES.

A. Enforcement. Declarant and each person to whose benefit this declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

B. Suspension of Privileges. The board may suspend all voting rights, if any, and all rights to use the Association's property of any owner for any period during which any association assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of this declaration by such owner after the existence thereof has been declared by the board.

C. Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity.

No delay or failure on the part of any aggrieved party to invoke an available remedy in respect to a violation of any provision of this declaration shall be held to be a waiver by that party of any right available to him upon reoccurrence or continuance of said violation of the occurrence of a different violation.

15. GRANTEE'S ACCEPTANCE.

Each grantee or purchaser of any lot or parcel shall by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase of a lot or parcel either from the declarant or a subsequent owner of such lot or parcel accept such

deed or contract upon and subject to each and all of the provisions of this declaration and to the jurisdiction, rights, powers, privileges and immunities of declarant and of the Association. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with declarant and the grantee or purchaser of each other lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in the declaration.

16. SUSPENSION OF RESTRICTIONS.

The provisions on improvements, use and occupancy set forth herein shall be suspended as to any lot, parcel or other area while and so long as the same is owned by or leased to the State of South Carolina or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such lot, parcel or area for said purposes. On cessation of such use, such provisions shall become applicable again in their entirety. While owning or leasing and using such owner shall have no rights as a member of the Association, nor shall he be liable for any Association assessments.

17. SEVERABILITY.

Every provision of this declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

18. CAPTIONS.

Paragraph captions in this declaration are for convenience only and do not in any way limit or amplify the term or provisions hereof.

19. TERM AND AMENDMENT.

The provisions of this declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the development until January 1, 2005, after which time the same shall be extended for successive periods of ten (10) years each. This declaration may be amended by the affirmative vote of a majority of the owners of all lots in the development entitled

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to vote and recording an amendment to this declaration duly executed by (a) the required number of such owners required to effect such amendment; or, (b) by the Association, in which latter case, such amendment shall have attached to it a copy of the resolution of the board attesting to the affirmative action of the requisite number of such owners to effect such amendment, certified by the secretary of the Association.

IN WITNESS WHEREOF, Rochester Real Estate Company by its duly authorized officer has executed this agreement this day and date first above written.

In the presence of:

Robert M. Fisher
Wilmer R. Tatum, Jr.

ROCHESTER REAL ESTATE COMPANY

By: *James M. Williams III*

Attest: *A. B. Williams*

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the within named Rochester Real Estate Company sign, seal and as its act and deed, deliver the within written agreement for the uses and purposes therein mentioned, and that (s)he with WILMER R. TATUM, JR. witnessed the execution thereof.

Sworn to before me this 20
day of December, 1974.

Wilmer R. Tatum, Jr. (L.S.)
Notary Public of South Carolina

My commission expires: 12-9-1980

RECORDED
ROY D. HARDEN
JAN 7 1975
CLERK OF COURT
OCCONEE COUNTY, S. C.

1200
W5852
→ Jim McKibben
102 Linds DR
Seneca SC 29172

BOOK 1089 PAGE 250

FILED OCOKEE, SC
SALLIE C. SMITH
CLERK OF COURT

2000 MAY 24 P 2:44

Clerk of the Court
Walhalla, South Carolina

The Port Santorini Association is requesting that you record five amendments to the Declaration of Easements and Protective Covenants for the Port Santorini Subdivision now recorded in Volume 12-D, page 34, of your records for Oconee County.

Attached are:

A. — A statement entitled Official Results Of Mail Ballots on Proposed Amendments which contains not only the complete text of each of the amendments but also the figures showing that each of the five received the required affirmative vote of a majority of owners of all lots in the development entitled to vote; and

B. — A copy of the official minutes of the April 11, 2000, meeting of the Port Santorini Association's Board of Directors certifying the final results on the voting on the proposed amendments and declaring the amendments adopted and ready to be recorded at the County Court House.

Submitted by: Tom McKibben, Secretary
Board of Directors of the
Port Santorini Association

6/19/00
(dated)

Misty Faye Dean

My Commission Expires
January 27, 2007

Witness: Alan Bruchlosky

Witness: Joe Moore



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OFFICIAL RESULTS OF MAIL BALLOT ON
PROPOSED AMENDMENTS TO FORT SANTORINI
DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS
(Suggested amendments are underlined. Language not
underlined is current wording of the Declaration.)

Approval required affirmative vote by majority
all 98 Fort Santorini lot-owners (50 is majority).

FILED
JULIE C. SMITH
CLERK OF COURT
Page 1 of 2
JUL 24 P 2 44

Resolution No. 1. Amending Art. 3, Sec. A to read:

A. Single Family Residential. Only single family dwellings and such outbuildings as are usually accessory thereto shall be permitted on any lot designated as single family residential. There shall be no evidence of any commercial activity on the premises (such as signs, equipment or stored materials) visible on the exterior of any buildings or elsewhere on any lot, except for those permitted under Art. 4, Sec. H. (The remainder of Sec. A would continue unchanged.)

Received 76 affirmative votes

Resolution No. 2. Amending first sentence of Art. 4 adding appeals clause:

The following shall be applicable to all lots and parcels within the development designated as residential in character and each owner, as to his lot or parcel to observe and perform the same; however, on written appeal, the Building Committee, with the consent of the Board may grant variances to these restrictions if it finds that strict compliance would be prohibitively difficult and/or costly to observe.

Received 78 affirmative votes

Resolution No. 3. Amending Art. 4, Sec. B, to read:

B. Completion of Construction. Construction of any improvements, including basic landscaping, once commenced shall be completed within one year. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not been rebuilt within one year shall be deemed a nuisance. The Association may remove or repair or complete the same at the cost to the owner.

Received 71 affirmative votes

Resolution No. 4. Adding these Sec. R, S, T and U to Art. 4:

R. Driveways. All driveways and parking spaces serving each residence shall be hard-surfaced composed of materials approved, in writing, by the Building Committee.

S. No vehicle, boat or other equipment shall be regularly parked adjacent to roadways, but such units may be temporarily parked adjacent to roadways, if off-roadway parking space is unavailable, under these conditions:

a) Duration of the parking, such as for visitors and partyguests, shall be of no more than 48 hours in duration.

T. No truck or commercial vehicle in excess of one (1) ton of carrying capacity nor any construction equipment (such as back-hoes, Bobcat tractors, fork-lifts and welding supply trucks) shall be regularly parked on any lot, whether or not it contains a residence, except those temporarily used for the construction of improvements, including landscaping, on the lot.

U. Boats, trailers, and recreational vehicles shall be parked at the side or rear of the residence behind its front line.

Received 65 affirmative votes.

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Resolution No. 5. Adding the following to to Art. 7, Sec. D:
D. Assessments. Pursuant to the powers granted to it in its articles and by-laws, the Association is hereby expressly authorized and empowered to levy:

a) Annual assessments against all lots in the development to fund the annual operating budget duly approved by the Association's membership provided, however, except as may be otherwise indicated, no assessment against a lot owner shall exceed One Hundred Forty-Four (\$144) Dollars unless increased by a two-thirds affirmative vote of all members voting in person or by proxy at a meeting called for such purposes. However, beginning with the fiscal year starting July 1, 2000, the Association's Board of Directors may increase any forthcoming year's assessment to exceed such maximum by up to five (5%) percent over the assessment levied for the previous year, even though that assessment exceeded One Hundred Forty Four (\$144) Dollars, if the Board deems such an increase is necessitated by inflation. In addition, the Association may levy:

b) A special assessment to finance a capital improvement or improvements, but it must be approved by a two-thirds affirmative vote of all members voting in person or by proxy at a meeting duly called in accordance with the Association's By-Laws; and

c) A special assessment against any particular lot owner for payment of fines, penalties or other charges for failure to comply with the terms of the Declaration or the Association's By-Laws. The Association Board shall send written notice of the amount and due date of such special assessment to the lot owner at least thirty (30) days prior to that assessment's due date. This special assessment, if not paid by the due date, shall become a lien against the lot as hereafter provided under Art. 7, Sec. F. Received 57 affirmative votes.

End

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PORT SANTORINI BOARD OF DIRECTORS MEETING

Attendees: Alex Adams, Hu Moore, Garry Smallwood, Lisa Ancona, Jane Gallaher, Jim McKibben

Tuesday, April 11, 2000 meeting called to order at 7:45 at the Port Santorini Shelter House

The following corrections were noted for March meeting minutes:

1. Burrell's built their new home, it was not purchased.
2. Due to a late ballot, the final voting on the covenant revisions should be increased by one vote for each resolution. The final count should be listed as:

RESOLUTION #1	76 affirmative votes
RESOLUTION #2	78 affirmative votes
RESOLUTION #3	71 affirmative votes
RESOLUTION #4	65 affirmative votes
RESOLUTION #5	57 affirmative votes
3. An incorrect spelling of Knossus Court was noted and corrected.

The Board was made aware of and discussed some legal issues regarding the recent voting. The Board agreed that no further action was warranted and that the results should remain as adopted.

Adam Rumoshosky agreed to record the new covenants at the county courthouse. Jane and Lee Gallaher will make copies of the new covenants to distribute to the neighborhood.

ACTIVITIES REPORT – Submitted by Lisa Ancona

There will be a neighborhood Easter egg hunt at 1:30 p.m. on Saturday, April 15. Prizes will be awarded for three age groups. Lisa thanked many neighbors for their help with making arrangements for the party and for providing donations of money, food, eggs, and other goodies.

GROUNDS REPORT – Submitted by Garry Smallwood

Garry reported that the island planting projects are proceeding well and thanked everybody that spent time working with him. There was a very good response from many neighbors. According to Garry, 12 people were asked to help and 10 people showed up ready to work. A special thanks to all those neighbors who are watering the new island plants. All island plants were purchased from ZONE 7 Nursery.

On March 31, Garry, Lee Gallaher, Hu Moore and Shane Suver applied weed killer on the grounds surrounding the picnic shelter. It was noted that the deterioration of the tennis courts is continuing with many cracks beginning to show.

Garry will be organizing another community work day on Saturday, May 6th. Everybody should meet at the Shelter House at 9:00 a.m. To notify everybody of future work days, Jim agreed to make a sign.

BUILDING REPORT – Submitted by Hu Moore

Dr. Pamino removed a hickory tree that had been hit by lightning and was becoming a threat to his home. Interior work is proceeding well on the Lee residence. They still hope to move in between May 1 and May 15.

Utility and interior work is proceeding on the Fife residence. Burrell's are putting in a new lawn. Huckabee's home is dried-in and the plumbing rough-in is completed.

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SECRETARY / TREASURERS REPORT - Submitted by Jim McKibben

The association currently has a balanced of \$11,934 with \$857 in outstanding checks. In addition, the Tennis Court repair CD has a current balance of \$10,157. 64.

The Board reviewed expenses from last business year and approved a new operating budget of \$13,550.00 for fiscal 2000-2001. This is a \$30.00 decrease from the fiscal 1999-2000. The 2000-2001 working budget excludes approximately \$7,000 that remains as a carry over for completion of the Shoreline Reclamation Project that was approved during 1999-2000 fiscal year. The proposed budget as approved will require an annual assessment of \$140.00

The Board agreed that for the next fiscal year, the Boat Club will be responsible for only 1/3 of the Insurance premium in lieu of 1/2 as in previous years.

OTHER BUSINESS:

Alex Adams will provide Jim McKibben with a list of three potential new board members from the nominating committee.

The meeting adjourned at 8:45 p.m.

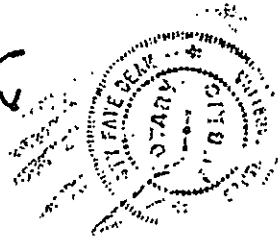
CERTIFIED BY:

Misty Jay Dean
My Commission Expires
January 27, 2007

Jim McKibben 6/1/00
JIM MCKIBBEN, SECRETARY
PORT SANTORINI ASSOCIATION

Witness: *Alan Humphrey*

Witness: *Alan Moore*



ACKNOWLEDGMENT

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STATE OF: South Carolina

COUNTY OF: Oconee County

I, Misty Faye Dean, a Notary Public for the State of
South Carolina, do hereby certify that Tim McKibben (Grantor/
Mortgagor) personally appeared before me this day and acknowledged the due execution
of the foregoing instrument.

This refers to the request of 5-19-2000 to record five amendments to
the Port Santorini Declaration of Easements & Protective Covenants.

Witness my hand and official seal this 19th day of May, 2000.

Misty Faye Dean
Notary Public
State of South Carolina

My commission expires:
January 27, 2007



Witness: Alan Remondy

Witness: John Moore

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT
2000 MAY 24 P 2:44