

STATE OF SOUTH CAROLINA)

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

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
THE ESTATES AT RIVERSTONE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 12 day of Sept, 2006 by Sterling Trust Company Custodian FBO JOHN HAMRICK IRA ROLLOVER, hereinafter referred to as the "Declarant" for that certain subdivision known as The Estates at Riverstone for Lots 1 through 17 inclusive as shown on plat recorded the 30th day of August, 2006 in Plat Book B160, at Pages 6 & 7, records of Oconee County, South Carolina.

1) Land Use and Building Type. The Lot conveyed shall be known and described as a residential lot and shall be used only for private residential and recreational purposes. No structure shall be erected, altered, placed or permitted to remain on the Lot other than for use as a single family detached residential dwelling, unless otherwise provided herein, and only one single-family detached residential dwelling not exceeding 2½ stories in height above ground shall be erected or permitted to remain upon the Lot, except that lots greater than two (2) acres may construct a guest house or apartment over a detached garage provided that the guest house or apartment are constructed contiguous with or subsequent to the main dwelling. No mobile home, modular home or shell home may be erected or permitted to remain on the Lot. A private garage (not exceeding three car capacity), outbuildings and fixed piers and floating boat dock facilities incidental to the residential use of the Lot are expressly permitted upon the condition that they are not rented, leased nor otherwise used for remuneration, subject to the other covenants and restrictions contained herein. No enclosed boathouses or two level piers are permitted. Piers, docks and boathouses shall be subject to approval by Duke Power Company and/or any governmental entity having jurisdiction at the time such improvements are made. Any Ownership or leasing arrangement for the Lot meeting the definition of "vacation time sharing ownership plan" or a "vacation time sharing lease plan", as defined in §27-32-10 S.C. Code of Laws, 1976, as amended, is hereby prohibited.

2) Dwelling Size. The square footage requirements hereinafter set forth are enclosed heated floor area and are exclusive of the area in basements, unheated porches of any type, attached or detached garages, carports and unheated storage areas, decks or patios. Any one story dwelling erected up on the Lot shall contain not less than 1600 square feet; any 1 1/2 story or split level or tri-level dwelling shall contain not less than 2000 square feet and the first floor shall contain not less than 1400 square feet; the guest house or apartment shall not exceed 2000 square feet.

3) Building Construction and Quality. All buildings and outbuildings erected upon the Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. No building shall be erected unless it is completely underpinned with a solid brick, brick or stone-covered block or stucco foundation. The exterior surface of any building shall not be asbestos shingle siding, imitation brick or stoneroll siding, or exposed concrete or cement blocks. The exterior surface of any garage, outbuilding or appurtenant structure or building erected on or located on the Lot shall be aesthetically compatible with, and of material and construction comparable in cost and design to, the exterior surface, of the dwelling located on the Lot. All buildings shall have roofs (except dormers) of not less than 6 in 12 pitch and not less than 12 inch overhang, covered with slate, cedar shakes, tile or fiberglass shingles. Tin or rolled roofing material is not permitted. The exterior of all houses and other structures must be completed with one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities.

4) Temporary Structures; Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on the Lot, and 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 the Lot or attached to any residence.

5) Building Setback Lines. No building on the Lot (including any stoops or porches) shall be erected or permitted to remain within the front (street right-of-way) setback, side street (for a corner lot) setback or within the rear or side setbacks as noted on the Map. Notwithstanding any rear setback restriction noted on the Map, no building shall be erected or permitted to remain nearer than fifty (50) feet to the rear (waterside) lot line of the Lot. Piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth in Section 1 of this Article. In the event any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to the Lot shall prescribe greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall conform to said requirements.

6) Minor Setback Violations. In the event of the unintentional violation of any of the building setback covenants set forth above, in the amount of ten percent (10%) or less of the setback covenant in question, Declarant reserves the right, but is not obligated, to waive in writing such violation of the setback covenants upon agreement of the Owner of the Lot upon which the violation occurs, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation.

7) Combination or Subdivisions of Lots. Should the Owner of a numbered Lot on the Map combine with portions of or all of another numbered Lot, the aggregate shall be considered as one Lot for the purpose of these covenants. No Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map, except with regards to assessments. Notwithstanding the foregoing, Declarant reserves the right to change the boundaries or dimensions of any Lots still owned by Declarant as may be needed to meet septic system requirements or for any other reason.

8) Utility Easements. Easements for the installation and maintenance of utilities (electricity, septic, sewer, water, gas, telephone, cable TV, etc) and drainage are reserved over the front and rear ten (10) feet of the Lot, but not along the waterfront. A drainage and utility easement seven and half (7 1/2) feet in width is reserved along each side lot line of the Lot. Within said easements so reserved 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 the Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company.

9) Fences and Walls. No wooden fence, or brick or stone wall may be erected nearer the front lot line of the Lot than the front face of the dwelling located on the Lot. 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, except that 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. A wall constructed of brick or stone and used in lieu of a fence is exempt from the openness test.

10) Signs. No signs of any kind shall be displayed to the public view on the Lot with the following exceptions which may not exceed five square feet in size: (a) one sign advertising the property for sale or rent; and (b) one sign used by a builder to advertise the property during construction and sales period; and (c) temporary political signs. These restrictions shall never apply to permanent entry signs, or to temporary entry signs or advertising, or "for sale" signs installed by Declarant or its agents prior to the sale of all lots in the subdivision.

11) Antennas, Satellite Dishes and Discs. No radio or television transmission or reception towers, antennas or satellite dishes or discs shall be erected or maintained on any lot, except that one (1) dish or disc 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 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, if such roof mounted equipment is required, no antenna or related structure may be mounted on masts exceeding twelve (12) feet in height above the highest roof line ridge of the house. Any dish, disc or antenna (with associated mast) shall be reasonably camouflaged and screened from view from Lake Keowee and the public roads, and shall not be located in the area between the street right-of-way and the minimum building setback lines applicable to the lot.

12) Lot Maintenance; Trash Disposal. Owner shall keep the Lot in a clean and orderly condition and shall keep the improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on the Lot. The Lot shall not 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 the Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies. **Owners shall maintain property in front of their lot from curb to their lot line.**

13) Off-Road Parking. Each Lot Owner shall provide asphalt, or gravel driveway prior to the occupancy of any dwelling constructed on the Lot that provides space for parking two (2) automobiles off the Public Roads, provided that the first one hundred (100) feet of each drive must be lightly brushed concrete, brick or asphalt. No trailer, mobile home, recreational vehicle, camper or boat shall be used as a residence either temporarily or permanently or be parked upon or be permitted to remain on the Lot for a period exceeding 24 hours unless it is parked off the street and not within the front or side yard setbacks of the Lot. No truck or commercial vehicle in excess of one-ton load capacity or any vehicle under repair, or any wrecked or junked motor vehicle shall be parked upon or permitted to remain on the Lot. All automobiles, trucks and other vehicles described above must have a current license plate affixed unless parked in an enclosed garage.

14) Sewage Disposal and Wells. Any dwelling unit erected on the Lot shall be served by an approved septic system for the disposal of sewage, or connected to a private or public sewage disposal system. Any septic system or other private sewage disposal system 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.

15) Nuisances. No noxious or offensive trade or activity shall be carried on upon the Lot or in any residential dwelling or outbuilding, 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 the 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 animals, livestock or poultry of any kind shall be raised, bred or kept on the Lot or in any residential dwelling or outbuilding except for dogs, cats or other household pets may be kept or maintained provided they are not kept, bred or maintained for commercial purposes. The number of household pets kept or maintained shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.

16) Diligent Construction. All construction, landscaping or other work which has been commenced on the Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on the Lot, except during such reasonable time period as is necessary for completion. No construction materials of any kind may be stored within forty-five (45) feet of the street curb. Any damage to any street, curb or sidewalk or any utility system caused by the Lot Owner or the Lot Owner's builder shall be repaired by such responsible Owner. The Owner of each Lot shall at all times keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by the construction of improvements on such Owner's Lot. Declarant may provide for the cleaning of public

and private areas due to the activities of the Lot Owner or Lot Owner's builder and may assess the Lot Owner a reasonable charge not to exceed the actual cost for such cleaning. Each Lot Owner's builder shall, consistent with standard construction practices, keep all portions of the Lot free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris which is occasioned by construction of improvements on the Lot, or take other measures consistent with standard construction practices necessary to keep the Lot free of such garbage, trash, or other debris.

17)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 him upon the recurrence of continuance of said violation or the occurrence of a different violation.

18)Severability. Every restriction, easement, condition and reservation set out herein or referred to herein is hereby declared to be independent of and severable from each other and if any of the same shall be held by a court of competent jurisdiction to be invalid or unenforceable all the remainder of said easements, conditions, reservations and restrictions shall continue unimpaired and in full force and effect.

19)Removal of Trees and Other Vegetation. All trees, shrubs and ground cover within the fifty (50) foot waterfront setback shown on the Map are considered to be "protected" vegetation in that cutting and cleaning generally is not permitted therein without the prior written consent of Declarant. The practical exceptions to this rule are that dead or diseased trees may be removed and poisonous plants may be removed, underbrush may be selectively cleared, understory may be thinned to provide better views, individual trees may be limbed up, and grass or ground covers may be planted.

20)Docks, Piers and Boat Houses. Duke Energy Corporation controls access to, use of, and water levels in Lake Keowee. Any Owner, and Declarant must receive permission from Duke Energy Corporation (or a successor manager of Lake Keowee under authority from 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 any such Improvements is also subject to the recorded restrictions and easements affecting the Lot.

i. Subject to the foregoing and to the other provisions of this Declaration, a Waterfront Lot Owner may construct one (1) pier, provided that such Lot is not located in an area where the narrowness of a cove precludes construction of a dock or pier as determined by Duke Energy Corporation and/or any governmental entity having jurisdiction at the time such Improvements are to be constructed. Any waterfront Improvement shall have a low profile and open design to minimize obstruction of neighbors' views. Enclosed docks or boathouses will not be allowed either on the water or within the Lake Buffer Area. Roof-covered docks are allowed provided that such docks are one level, do not exceed more than twenty-five (25) feet in height and are not enclosed.

ii. The placement, construction, or use of the piers, boatslips, and of any other pier, dock, boatslip structures or other Improvements within or upon, or the conducting of any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of Lake Keowee, is and shall be subject to each of the following:

iii. easements, restrictions, rules, regulations and guidelines for construction and use promulgated by the Declarant;

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

v. rules and regulations, privileges and easements affecting the Property and the waters and submerged land of Lake Keowee established by Duke Energy Corporation, its successors and assigns. Duke Energy Corporation 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 Energy Corporation controls access to, the use of, and the water level in Lake Keowee. All Owners, the Association, the Declarant and any builders must receive permission from Duke Energy Corporation (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.

vi. No Waterfront 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.

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 at a public boat ramp outside the Subdivision.

22) Community Boatslips. Subject to and contingent upon receipt of the approval of FERC, Duke Energy Corporation and any other regulatory body having jurisdiction, Declarant shall have the exclusive right to construct all of the Community Boatslips, in the approximate locations shown on the Map or as otherwise shown in any Supplemental Declaration or other document which may be recorded pursuant to the provisions of this Declaration. Declarant shall not construct more Community Boatslips than are approved by Duke Energy Corporation pursuant to Declarant's Boatslip permit request for the Subdivision. The Community Boatslips, to the extent available, will be offered to Owners of Boatslip Lots on a first come, first served basis and thereafter, on such basis as Declarant shall determine in Declarant's sole discretion.

23) Lease of Community Boatslips. Following the construction of the Community Boatslips, each of the Community Boatslips may be leased by Declarant to the Owners of the Boatslip Lots and transferred among Owners as follows:

i. Pursuant to the Boatslip Lease, Declarant shall require each purchaser of a Boatslip Lot to lease one of the Boatslips. Each Boatslip Lease shall be appurtenant to the ownership of the applicable Boatslip Lot and shall only be assigned as provided below. The Boatslip Lease shall include the right to use the assigned Community Boatslip and the pier and access area in common with the other Boatslip Lot Owners.

ii. Once entered into between Declarant and the Boatslip Lot Owner, 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. Any conveyance of a Boatslip Lot by a Boatslip Lot Owner shall automatically assign to the grantee all rights and duties of the Boatslip Lot Owner under the Boatslip Lease and the grantee shall be deemed to have assumed all obligations under the Boatslip Lease. The Boatslip Lot Owner and the grantee of the Boatslip Lot shall immediately execute and record an instrument in the Office of the Register of Deeds of Oconee County, South Carolina, sufficient to provide record notice of such assignment (a recorded copy of which instrument shall be provided to Declarant, as lessor, following recordation). Any 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 or other person claiming by, through or under any instrument creating any such encumbrance shall 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 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 (as lessor) and shall execute an attornment agreement upon the request of Declarant (as lessor).

24) Use of Community Boatslips. Declarant shall have the right to use any of the Community Boatslips not leased to another Owner and shall have the obligation to pay Boatslip Assessments, Supplemental Boatslip Assessments and Special Boatslip Assessments on any Community Boatslips actually used by Declarant and not leased to another Owner. Declarant shall not be required to pay Boatslip Assessments, Supplemental Boatslip Assessments and Special Boatslip Assessments for any Community 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.

i. In the event that any of the Community Boatslips is not leased as an appurtenance to a Boatslip Lot, the unleased Boatslip(s) may be retained by Declarant for the common use and enjoyment of only the Owners of Boatslip Lots, their families, guests and invitees, for the purpose of temporarily docking boats, and may not be leased or otherwise transferred by Declarant to, or used by, any other party or the public.

ii. The use of the Community Boatslips is and shall be subject to each of the following:

1. rules and regulations for use promulgated by RiverStone Estate Boatslip Owners Association;
2. all laws, statutes, ordinances and regulations of all federal, state and local governmental bodies having jurisdiction thereon;
3. rules and regulations for use established by FERC and/or Duke Energy Corporation, its successors and assigns; and
4. the terms and provisions of the Duke Lease.

iii. Boatslip Lot Owners shall adopt rules and regulations governing the use of the Community Boatslips and the personal conduct thereon of the Boatslip Lot Owners and their families, tenants, guests and invitees.

iv. Only the Boatslip Lot Owners, their families, guests and invitees may use the pier and access area that is part of the Community Boatslips. Only the Owner of the Boatslip Lot to which such Community Boatslip is appurtenant, their families, tenants, guests and invitees may use the assigned Community Boatslip.

25) Private Drive. The Private Drive known as Windstone Court shall be constructed by Declarant at its sole cost and expense for the benefit of the Private Drive Lot Owners being Lot Numbers 5, 6, 7 and 11. Each Private Drive Lot Owner, and Declarant, their successors and assigns, shall have and are hereby granted the perpetual, non-exclusive right to use the Private Drive within the Private Drive Easement, for the purpose of pedestrian and vehicular access, ingress, egress and regress to and from each Private Drive Lot, for installation and maintenance of the Private Drive, drainage facilities and other utilities to serve the Private Drive Lots. Declarant shall have the exclusive right to construct the Private Drive within the Private Drive Easement, in the approximate location shown on the Map, as well as any additional Private Drive which may be added to the Subdivision. The Private Drive and the Private Drive Easement shall be maintained and repaired by the Private Drive Lot Owners. No structures, plantings or other materials shall be placed or permitted to remain which

may damage or interfere with the installation and maintenance of the Private Drive, or the utilities or drainage facilities located therein.

26) 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.

27) 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. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Notwithstanding anything in this Section 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 are correctional in nature only and do not involve a change which materially adversely affects the rights, duties, or obligations specified herein.

28) 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 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.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, at the day and year first above written.

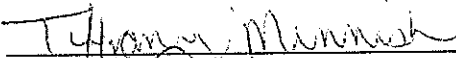
STERLING TRUST COMPANY CUSTODIAN FBO  
JOHN HAMRICK IRA ROLLOVER

In the presence of:

BY: Custodian  [SEAL]

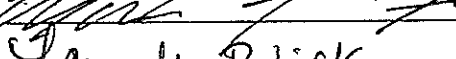
BY: Trustee  [SEAL]

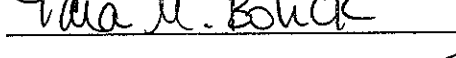
BY: Beneficiary  [SEAL]

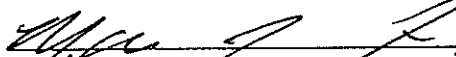
  
Tiffany Minnick

  
Tara M. Bolick

  
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Tara M. Bolick

STATE OF TEXAS )

COUNTY OF McLennan )

ACKNOWLEDGEMENT

I, Traci A Falkner, Notary Public for the State of Texas, do hereby certify that the above named authorized officer of Sterling Trust Company Custodian FBO John Hamrick IRA Rollover personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 7 day of September, 2006



Traci A Falkner  
Notary Public of Texas  
My Commission Expires: 05/09/09

STATE OF SOUTH CAROLINA )

COUNTY OF OCONEE )

ACKNOWLEDGEMENT

I, Tara M. Bolick, Notary Public for the State of South Carolina, do hereby certify that John Hamrick, as Trustee and Beneficiary personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 6 day of September, 2006.

Tara M. Bolick  
Notary Public of South Carolina  
My Commission Expires: 10-27-15

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2006 SEP 12 P 4:01