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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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WATERSIDE CROSSING

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 20th day of March, 2000, by CRESCENT COMMUNITIES S.C., INC., a South Carolina corporation, hereinafter referred to as the "Declarant". All capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Declaration.

STATEMENT OF PURPOSE

Declarant is the owner of certain Property located in Oconee County, South Carolina, which is more particularly described on that certain map recorded in Plat Book A143, Pages 1-8 and _____ in the Office of the Register of Deeds of Oconee County, South Carolina. Declarant desires to provide for the creation (on the Property shown on that map together with other additional property hereafter made subject to this Declaration as another Phase as provided herein) of a residential community of single-family residences to be named WaterSide Crossing (the "Development").

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

Declarant desires to provide for a system whereby all Owner's will pay for the maintenance and upkeep of the Common Areas; provided, however, that maintenance and upkeep of the Piers, Boatslips and Boat Storage Area will be paid for only by Owners in the Development who are entitled to the use of a Boatslip and Pier and Boat Storage Area, as more specifically provided in this Declaration. All Owners in the Development will pay the cost associated with leasing the Street Lights and the cost of maintenance and upkeep of the Amenity Area, Entrance Monument, Parking Area(s); Roadways (prior to their acceptance for public maintenance) and such other Common Areas as such Owners are entitled to use and enjoy.

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

Section 3. "Amenity Area" or "Amenity Areas" shall mean and refer to the parcel or parcels of land labeled "Amenity Area" (or a similar term) on the Map, together with any parking area, clubhouse, pool, or other recreational amenity or facility constructed or placed thereon for the common use and enjoyment of all Owners.

Section 4. "Architectural Changes Committee" shall have the meaning set forth in Article IX, Section 11 hereof.

Section 5. "Architectural Control Committee" shall mean and refer to the committee appointed by the Board to oversee the development and enforcement of architectural control standards and restrictions with respect to the Development and to perform certain other functions described in the Declaration.

Section 6. "Architecture Landscape and Lake Buffer Guidelines" shall have the meaning as set forth in Article IX, Section 3 hereof.

Section 7. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Association attached as Exhibit "A" hereto and incorporated herein by reference.

Section 8. "Association" shall mean and refer to WaterSide Crossing Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 9. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association, which shall be elected and shall serve pursuant to the Bylaws.

Section 10. "Boat Dock Facility(s)" shall mean and refer to the Piers and Boatslips which adjoin Lake Access Areas and are intended for the use of Boatslip Lot Owners.

Section 11. "Boat Storage Area" shall mean and refer to the Common Area (as shown in Exhibit "E"), together with any additional Boat Storage Areas which Declaration may cause to be constructed in accordance with the terms of Article II, Section 2 of this Declaration. The Boat Storage Area shall be used exclusively by Boat Storage Lot Owners.

Section 12. "Boat Storage Lots" shall mean and refer to those lots in the Development which have, as an appurtenance to the Lot, the right to use an assigned Boat Storage Space in accordance with and as more particularly set forth in Article IV, Section 10 of this Declaration.

Section 13. "Boat Storage Space" shall mean and refer to the assigned spaces which are located in the Boat Storage Area, together with any additional Boat Storage Spaces which Declarant may cause to be constructed in accordance with the terms of Article II, Section 2 of this Declaration.

Section 14. "Boatslip" or "Boatslips" shall mean and refer to those certain Boatslips located in the Boat Dock Facility(s), within the area shown as "Boatslip Area" on Exhibit "D" hereto, which Declarant shall be under no obligation to construct or install, together with any additional Boatslips which Declarant may cause to be constructed in accordance with the terms of Article II, Section 2.

Section 15. "Boatslip Lots" shall mean and refer to those Lots in the Development which have, as an appurtenance to the Lot, the right to use an assigned Boatslip in accordance with and as more particularly set forth in Article IV, Section 8 of this Declaration.

Section 16. "Bylaws" shall mean and refer to the Bylaws for the Association, attached as Exhibit "B" hereto and incorporated herein by reference.

Section 17. "Common Area" or "Common Areas" shall mean and refer to the Amenity Area, Lake Access Areas, Piers, Boatslips, Entrance Monument, Parking Area(s), Boat Storage Area, Street Lights and the Roadways, (including sidewalks, drainage facilities and other improvements located therein) (prior to their acceptance for maintenance by the Oconee County

Public Works Department), and any other real property specifically shown and designated on the Map as "Common Open Area," "Common Open Space" or "COS." The Common Areas shall be owned by the Association (except as otherwise provided herein) for the common use, benefit and enjoyment of the Owners. Provided, however, and notwithstanding any other provision in this Section 17, or in this Declaration to the contrary, (i) only the Owners of Boatslip Lots shall be entitled to the exclusive rights applicable to the use, benefit and enjoyment of the Piers and Boatslips, subject to individual Boatslip Lot Owner's exclusive rights to use specified Boatslips, and (ii) only the Owners of Boat Storage Lots shall be entitled to the use, benefit and enjoyment of the Boat Storage Areas, subject to individual Boat Storage Lot Owner's exclusive rights to use specified Boat Storage Spaces. The Declarant reserves the right, but not the obligation, to provide additional Common Areas within the Subdivision.

Section 18. "Declarant" shall mean and refer to Crescent Communities S.C., Inc., and such of its successors and assigns to whom the rights of Declarant hereunder are transferred by written instrument recorded in the Office of the Register of Deeds of Oconee County, South Carolina.

Section 19. "Development" shall mean and refer to WaterSide Crossing, a single-family residential development proposed to be developed on the Property by Declarant.

Section 20. "Dwelling" shall mean and refer to a structure for the use and occupancy as a detached single family residence. Each Lot shall contain no more than one (1) Dwelling.

Section 21. "Entrance Monument" shall mean and refer to the area(s) designated by Declarant over the parcels designated as "Entrance Monument Easement", "Entrance Monument Area" or "COS" (or a similar term) located at the entryway to the subdivision, as shown on the Map, and the monuments and entrance signs located on such parcels, together with lighting, irrigation system landscaping and other improvements to be constructed within such Entrance Monument Areas, to be used as an entryway or entryways (as the case may be) for the Development, and for the purposes set forth in this Declaration.

Section 22. "Guidelines" shall mean and refer to the Architectural, Landscape and Lake Buffer Guidelines.

Section 23. "Interior Lots" shall mean and refer to Lots 1-2, 7-8, 26-31, 34, 52-53, 57, 60 and 64-68 as shown on the Map.

Section 24. "Improvement" shall have the same meaning as set forth in Article IX, Section 4.

Section 25. "Lake Access Area(s)" shall mean and refer to the portions of the Property designated as "Lake Access Area" (or a similar term) on the Map, to be used for the common use, enjoyment and benefit of the Owners and for purposes providing pedestrian access for Boatslip Lot Owners to access their assigned Boatslips.

Section 26. "Lake Buffer Area" shall have the same meaning as set forth in the Architectural, Landscape and Lake Buffer Guidelines.

Section 27. "Lake Buffer Guidelines" shall have the same meaning as set forth in the Architectural, Landscape and Lake Buffer Guidelines.

Section 28. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map, which Lots do not include the Common Areas.

Section 29. "Map" shall mean and refer to (i) the map of WaterSide Crossing Subdivision recorded in Map Book A143, Pages 1 - 8 and ___ in the Office of the Clerk of Court of Oconee County, South Carolina, (ii) any map of Additional Property, and (iii) any revision of any such map recorded in such Office.

Section 30. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 31. "Mortgage" shall mean any mortgage or deed of trust constituting a first lien on a Lot.

Section 32. "Mortgagee" shall mean the owner and holder of a Mortgage at the time such term is being applied.

Section 33. "Non-Boatslip Lots" shall mean and refer to those Lots in the Development which do not have as an appurtenance thereto the right to use a Boatslip.

Section 34. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot within the Development, but excluding those having such interest merely as security for the performance of an obligation.

Section 35. "Parking Area(s)" shall mean and refer to the parking lot or lots which may be constructed over the Amenity Area(s) and/or other Common Areas for the common use, benefit and enjoyment of the Owners, their families, guests and invitees.

Section 36. "Person" shall mean and refer to any natural person, corporation, joint venture, partnership (general or limited), limited liability company, association, trust or any other legal entity.

Section 37. "Phase" shall mean and refer to any phase, section or portion of the Property for which a separate Map or Maps are recorded in the Office of the Clerk of Court of Oconee County, South Carolina.

Section 38. "Pier" or "Piers" shall mean and refer to the pier or piers containing the Boatslip(s), which will be constructed in and over the waters of the Lake, including the Piers shown on the map, together with any additional Piers which Declarant may cause to be constructed in accordance with the terms of Article II, Section 2 of this Declaration.

Section 39. "Pier Zones" shall mean and refer to the portions of the Waterfront Lot designated as "Pier Zone" (or a similar term) on the Map, to be used for purposes of constructing a dock or Pier as set forth in Article VIII, Section 22 of this Declaration.

Section 40. "Property" shall mean and refer to the real property shown on the Map, exclusive of the public rights-of-way as shown on the Map, which Property includes the Lots and the Common Areas as defined herein and as more particularly shown on the Map.

Section 41. "Roadways" shall mean and refer to all roads and cul-de-sacs in the Subdivision as shown on the Map, all to be maintained by the Association as more particularly set forth in Article IV, Section 6 of this Declaration until accepted for dedication and public maintenance by the Oconee County Public Works Department or other governmental entity.

Section 42. "Septic System" shall mean and refer to a individual ground absorption sewage disposal system (including, septic tanks and all related equipment) individually installed and maintained by the Lot Owner.

Section 43. "Street Lights" shall mean and refer to those certain street lights which may be constructed upon and over the rights of way of the Roadways, Parking Area(s) and other Common Areas.

Section 44. "Subdivision" shall mean and refer to WaterSide Crossing Subdivision, as the same is shown on the Map.

Section 45. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions filed in the Office of the Clerk of Court of Oconee County, South Carolina to bring additional real property within the coverage of this Declaration and the jurisdiction of the Association, as more particularly described in Article II, Section 2 hereof

Section 46. "Waterfront Lots" shall mean and refer to Lots 3-6, 9-25, 32-33, 35-51, 54-56, 58-59, 61-63, 69-74 all as shown on the Map.

ARTICLE II

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

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and which is and shall be within the jurisdiction of the Association, is located in Oconee County, South Carolina, and is the Property as defined above and as more particularly described and shown on the Map recorded in Map Book A143, Pages 1-8 and _____ in the Office of the Clerk of Court of Oconee County, South Carolina, together with any Additional Property.

Section 2. Additions to the Property.

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

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

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

(d) Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that so long as Declarant owns any part of the Property, the prior written consent of Declarant shall be required for any parties to modify, change and/or amend, in whole or in part, the terms and provisions of this Declaration, any Supplemental Declaration and/or any Additional Declaration or to impose new or additional covenants, conditions, restrictions or easements on any part of the Property.

ARTICLE III

PROPERTY RIGHTS

Section 1. Ownership of Common Area. Except as otherwise provided herein, Declarant shall convey to the Association the Common Areas to be owned and maintained by the Association. The Declarant reserves the right to construct within the Common Areas (i) certain improvements within the Amenity Area (including, but not limited to, the Parking Area(s), clubhouse and swimming pool); (ii) the Boatslips, Piers and pathways and other improvements within the Lake Access Areas and other similar Common Areas used to access Boatslips; (iii) the Entrance Monument(s) to be located at the entrance to the Development; (iv) Boat Storage Areas; and (v) the Roadways (including sidewalks, drainage facilities and other improvements), as reflected on the Map, for the use and enjoyment of the Owners who are entitled to the use of such Common Areas as provided in this Declaration. Notwithstanding the recordation of any Map or any other action by Declarant or the Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public (with the exception of the Roadways, which shall eventually be accepted for public dedication and maintenance by the Oconee County Public Works Department or other governmental entity).

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

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

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

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

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

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

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

ARTICLE IV

THE ASSOCIATION

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

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

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

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

Section 3. Relinquishment of Control. Notwithstanding anything contained herein to the contrary, the Class B membership shall cease and be converted to the Class A membership upon the earliest to occur of (a) the date on which Declarant no longer owns any part of the Property; (b) the date Declarant shall elect, in its sole discretion, that the Class B membership shall cease and be converted to the Class A membership (which election may be made, if at all, upon Declarant giving written notice of the election to the Board); or (c) December 31, 2009. The earliest to occur of (a), (b) or (c) above shall herein be referred to as the "Turnover Date". After the Turnover Date and for so long as Declarant owns any part of the Property, Declarant shall be a Class A member.

Section 4. Availability of Documents. The Association shall maintain current copies of the Declaration, the Bylaws and other rules concerning the Development as well as its own books, records, and financial statements available for inspection by all Owners, Mortgagees and insurers and guarantors of Mortgages that are secured by Lots. All such documents shall be available upon reasonable notice and during normal business hours. In addition, any Mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

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

Section 6. Maintenance. Prior to their acceptance for public maintenance, the Roadways shall be maintained by the Association, provided that the Declarant, in its sole discretion has the right to reimburse the Association for maintenance costs until the Roadways are accepted for maintenance by the Oconee County Public Works Department or other governmental entity. Such maintenance shall include repair and reconstruction, when necessary. Maintenance of the Roadways shall conform to the standard of maintenance (if one is ascertainable) which would be required by the Oconee County Public Works Department or other governmental entity before it would accept such Roadways for maintenance.

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

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

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

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

(d) All Common Areas, including, but not limited to, the Roadways (prior to governmental acceptance for operation and maintenance), the Amenity Area, Entrance Monument, Piers, Boatslips and Boat Storage Areas (and all improvements located thereon), shall be clean and free from debris and maintained in an orderly condition, together with the landscaping and irrigation thereon (if any) in accordance with the standards of similar amenities in comparable developments within the vicinity of the Development, including any removal and replacement of any landscaping, utilities, or improvements located thereon.

(e) Maintenance of the Lake Access Areas and other similar Common Areas used to access Boatslips shall include landscaping, irrigation and improvements thereon together with maintaining the path constructed thereon in passable condition for pedestrian use, and in accordance with the construction standards and materials as the original path constructed

by Declarant, reasonable wear and tear excepted. Owners of Lots which abut Lake Access Areas and/or other similar Common Areas used to access Boatslips shall not block, impede access over or place or construct any fence or other natural or artificial barricade or impediment over all or any portion of such areas.

(f) Maintenance of any improvement within the Amenity Area (including, without limitation, any fencing, parking area, clubhouse, pool or other recreational amenity or facility located therein) shall include, but not be limited to, any and all interior and exterior maintenance (including, where necessary, repair and/or reconstruction), landscaping and payment of all utility charges and operating expenses related to any such improvement.

(g) Maintenance of the Boat Storage Area shall include the maintenance and repair, when necessary, of any improvements located on the Boat Storage Area, including all lighting, fixtures, wire, gravel or paved area and other facilities (if any) located thereon, and providing and paying for utility charges therefor.

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

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

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

Section 8. Piers and Boatslips. Subject to and contingent upon the approval of the Federal Energy Regulatory Commission, Duke Energy Corporation and any other regulatory body having jurisdiction, Declarant shall have the exclusive right to construct some or all of the Piers and Boatslips (including all improvements located thereon), in the approximate locations shown on the Map or as otherwise shown in any Supplemental Declaration or other document which may be filed pursuant to the provisions of this Declaration. The Declarant shall not construct more Boatslips than are approved by Duke Energy Corporation pursuant to Declarant's Boatslip permit request for the Subdivision. Notwithstanding any term or provision in this Declaration to the contrary, the Piers and Boatslips, to the extent available, will be offered to Owners of Interior Lots on a first come, first served basis; thereafter, on such basis as Declarant shall determine in Declarant's sole discretion.

(a) Following the construction of the Piers and Boatslips as set forth above, Boatslips shall be leased by Declarant to the Owners of certain Lots and transferred among Owners as follows:

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

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

(iii) Any Boatslip Lease may be assigned by the relevant Boatslip Lot Owner only to another Interior Lot Owner. Upon such assignment, the Boatslip Lot

Owner and the assignee of such Boatslip Lot Owner's interest in the Boatslip Lease shall immediately execute and record an instrument in the Office of the Clerk of Court of Oconee County, South Carolina (a filed copy of which shall be provided to Declarant, as lessor, and the Association), sufficient to provide record evidence of such assignment. Following such assignment, the assignor's Interior Lot shall automatically cease to be a Boatslip Lot and the assignee's Interior Lot shall thereafter be a Boatslip Lot (until further assignment of said assignee's lease rights), in which case the relevant Boatslip Lease shall then run with the title to such Boatslip Lot as set forth in subparagraph 8(a)(ii). No Boatslip Lease shall be separated from the ownership of any Interior Lot and assigned to anyone or any entity other than another Owner in accordance with this subparagraph 8(a)(iii) and the Declaration.

(b) Declarant (or Association) shall have the right to use Boatslips not leased to another Owner and shall have the obligation to pay Boatslip, Supplemental Boatslip and Special Boatslip Assessments on any Boatslips constructed by Declarant and actually used by Declarant and not leased to another Owner. Declarant (or Association) shall not be required to pay Boatslip, Supplemental Boatslip and Special Boatslip Assessments for any Boatslips not actually used by Declarant (or Association). 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 (as defined below) to any person or entity, including, without limitation, the Association, whereupon Declarant shall have no further rights, duties, obligations or liabilities thereunder.

(c) In the event that a Pier contains a Boatslip which has not been leased as an appurtenance to a Boatslip Lot, said Boatslip may be retained by Declarant and the Association 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. No boat or other recreational vehicle shall be permitted to remain overnight in any unleased Boatslip.

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

- (i) rules and regulations for use promulgated by Declarant and/or Association;
- (ii) all laws, statutes, ordinances and regulations of all federal, state and local governmental bodies having jurisdiction thereon;
- (iii) rules and regulations for use established by Duke Energy Corporation, its successors and assigns; and
- (iv) the terms and provisions of that certain Lease Agreement between Duke Energy Corporation and Declarant (the "Duke Lease") pertaining to the lease

of the lake bed underlying the Boatslips (a copy of said Duke Lease is attached to the Boatslip Lease form).

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

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

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

Section 10. Boat Storage Area. The Boat Storage Area (as shown in Exhibit "E") shall be graded, covered with gravel and/or paved and divided into individual spaces exclusively by Declarant for the use by Boat Storage Owners as provided herein. At Declarant's option, Declarant shall be entitled to assign all rights and duties of Declarant under any Boat Storage Space Lease to the Association and Declarant shall further be entitled to transfer all of its rights in and to the Boat Storage Spaces to the Association, including but not limited to, the right to lease Boat Storage Space, whereupon Declarant shall have no further rights, duties, obligations or liabilities thereunder pertaining to any Boat Storage Space Lease or the Boat Storage Area. Notwithstanding any term or provision in this Declaration to the contrary, (i) the Boat Storage Spaces located in the Boat Storage Area shall, to the extent available, be offered first to the Interior Lot Owners (which do not have a Boatslip as an appurtenance thereto) on a first come, first served basis, and Declarant shall have the right, but not the obligation, to offer any remaining Storage Spaces to other Lot Owners on such basis as Declarant shall determine in Declarants' sole discretion, and (ii) no Owner shall be entitled to store more than one (1) boat (with a boat trailer) or other equipment in the Boat Storage Space Area. The Boat Storage Area may not be leased by the Association to, or used by, any other party or the public.

(a) Following the construction of the Boat Storage Area as set forth above, Boat Storage Spaces shall be leased by Declarant to the Owners of certain Lots and transferred among Owners as follows:

(i) Pursuant to that certain Boat Storage Space lease form, provided by Declarant (the "Boat Storage Space Lease"), Declarant shall offer to lease a Boat Storage Space to each Owner of an Interior Lot (which does not have a Boatslip as an appurtenant thereto) on a first come, first serve basis. Declarant shall have the right, but not the obligation, to offer to lease any remaining unoccupied Boat Storage Spaces to any Lot Owner on such basis as Declarant shall determine in Declarants' sole discretion. Each Boat Storage Space Lease shall be appurtenant to and may not be separated from the ownership of the applicable Interior Lot and shall only be assigned as provided below.

(ii) The Lot to which a Boat Storage Space Lease is entered into as an appurtenance shall thereafter be a Boat Storage Lot subject to the provisions of subparagraph 10(a)(iii) below. Once entered into between Declarant and the Boat Storage Lot Owner, the relevant Boat Storage Space Lease shall not be separated from the ownership of the Boat Storage Lot to which it is appurtenant, but rather, shall run with the title to such Boat Storage Lot unless and until such Boat Space Lease is assigned by the Boat Storage Lot Owner to another Lot Owner in accordance with subparagraph 10(a)(iii). In this regard, provided the applicable Boat Storage Space Lease has not been previously assigned in accordance with subparagraph 10(a)(iii), any conveyance by a Boat Storage Lot Owner of its ownership interest in a Boat Storage Lot shall automatically assign to the transferee of such ownership interest all rights and duties of said Boat Storage Lot Owner under the Boat Storage Space Lease; provided, however, in such event, the Boat Storage Lot Owner and the transferee of the Boat Storage Lot Owner's ownership interest in the Boat Storage Lot shall immediately execute and record an instrument in the Office of the Clerk of Court of Oconee County, South Carolina, sufficient to provide record evidence of such assignment (a filed copy of which instrument shall be provided to Declarant, as lessor, and the Association following recordation). Any deed of trust, mortgage or other encumbrance of a Boat Storage Lot shall also encumber the Boat Storage Space Lease appurtenant thereto, even if not expressly included therein. Provided, however, no mortgagee, trustee or other person claiming by, through or under any instrument creating any such encumbrance shall by virtue thereof acquire any greater rights in the relevant Boat Storage Space than the Boat Storage Lot Owner may have under the Boat Storage Space Lease at the time of such encumbrance; and provided further, such deed of trust, mortgage or other instrument of encumbrance, and the indebtedness secured thereby, shall at all times be and remain subordinate and subject to all of the terms and conditions of the Boat Storage Space Lease and to all of the rights of Declarant (as lessor) thereunder. Any successor to a Boat Storage Lot Owner's interest in a Boat Storage Space 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 Boat Storage

Lot Owner under the Boat Storage Space Lease, shall be deemed to have attorned to Declarant (as lessor) and shall execute an attornment agreement upon the request of Declarant (as lessor).

(iii) Any Boat Storage Space Lease which pertains to a Boat Storage Space may be assigned by the relevant Lot Owner to another Lot Owner. Upon such assignment, the Lot Owner and the assignee of such Boat Storage Lot Owner's interest in the Boat Storage Space Lease shall immediately execute and record an instrument in the Office of the Clerk of Court of Oconee County, South Carolina (a filed copy of which shall be provided to Declarant, as lessor, and the Association), sufficient to provide record evidence of such assignment. Following such assignment, the assignor's Lot shall automatically cease to be a Boat Storage Lot and the assignee's Lot shall thereafter be a Boatslip Storage Lot (until further assignment of said assignee's lease rights), in which case the relevant Boat Storage Space Lease shall then run with the title to such Boat Storage lot as set forth in subparagraph 10(a)(ii). No Boatslip Lease shall be separated from the ownership of any Lot and assigned to anyone or any entity other than another Owner in accordance with this subparagraph 10(a)(iii) and the Declaration.

(b) Declarant (or Association) shall have the right to use Boat Storage Spaces not leased to a Lot Owner and shall have the obligation to pay Boat Storage Space, Supplemental Boat Storage Space and Special Boat Storage Space Assessments on any Boat Storage Spaces actually used by Declarant and not leased to another Owner. Declarant (or Association) shall not be required to pay Boat Storage Space, Supplemental Boat Storage Space and Special Boat Storage Space Assessments for any Boat Storage Spaces not actually used by Declarant (or Association).

(c) In the event the Boat Storage Area contains Boat Storage Spaces which have not been leased as an appurtenant to a Boat Storage Lot, such Boat Storage Spaces may be retained by Declarant and the Association for the common use and enjoyment of only the Owners of Boat Storage Lots, their families, guests and invitees, for the purpose of temporarily storing boats, and may not be leased or otherwise transferred by Declarant (or Association) to, or used by, any other party or the public except for such short term storage as approved by Declarant (or Association).

The use of the Boat Storage Areas and Boat Storage Spaces is and shall be subject to each of the following:

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

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

(d) The Board of Directors, pursuant to the Bylaws attached hereto as Exhibit "B", shall adopt rules and regulations governing the use of the Boat Storage Area and Boat

Storage Spaces and the personal conduct thereon of the Members owning Boat Storage Lots and their families, guests and invitees. Should Members owning Boat Storage Lots desire to amend such rules and regulations, then a meeting of the Members owning Boat Storage Lots may be called and held, in accordance with the terms and provisions of the Bylaws, for the purpose of voting to amend such rules and regulations. If such a meeting is duly called and held, the Boat Storage Lot Owners may direct the Board of Directors to make such amendments to the rules and regulations governing the use of the Boat Storage Area and Boat Storage Spaces, including additions to and deletions of portions of such rules and regulations, as are approved by a vote of the Members owning Boat Storage Lots in accordance with the terms and provisions of the Bylaws and as are consented to by Declarant so long as Declarant is the Owner of any Lot.

Section 11. Liability Limitations. Neither Declarant, nor any Association Member, nor the Board, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Association Member, whether or not such other Association Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

ARTICLE V

COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

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

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

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

Section 3. Payment of Annual Assessments: Due Date. Annual Assessments provided for herein shall commence as to each Lot on July 1, 2000. The Annual Assessment for the calendar year beginning January 1, 2000, and ending December 31, 2000, shall be Six Hundred Fifty Dollars (\$650.00) per Lot. The Annual Assessment for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with Article V, Section 4, and shall be due and payable in one annual payment, such payment being due and payable no later than January 31 of each such year. The Board of Directors shall fix the amount of the Annual Assessment as to each Lot for any calendar year at least thirty (30) days prior to January 1 of such calendar year, and the Association shall send written notice of the amount of the Annual Assessment, as well as the amount of the payment due, to each Owner on or before January 5 of such calendar year. The failure of the Association to send, or of a Member to receive, such notice shall not relieve any Member of the

obligation to pay Annual Assessments. Notwithstanding the forgoing, the Board of Directors may alter the dates of the fiscal year for setting the Annual Assessments, and may increase or decrease the frequency of the collection of the Annual Assessments (or installments thereof) in any reasonable manner.

Section 4. Maximum Annual Assessment.

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

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

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

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of (i) the construction of any Common Area improvements which are not originally constructed by Declarant; or (ii) the reconstruction, repair or replacement of the Common Areas, including, but not limited to, the Roadways (prior to acceptance for public maintenance), the Amenity Area or the Entrance Monument(s) (but excluding the Piers, Boatslips, and Boat Storage

Areas) and all improvements located thereon, including fixtures and personal property related thereto. Provided, however, any such assessment must be approved by Declarant (so long as Declarant owns any part of the Property) and by a vote of a majority of the votes appurtenant to the Lots which are then subject to this Declaration.

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

Section 7. Assessment Rate.

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

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

ARTICLE VI

COVENANT FOR BOATSLIP, SUPPLEMENTAL BOATSLIP
AND SPECIAL BOATSLIP ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Boatslip, Supplemental Boatslip and Special Boatslip Assessments. Declarant, for each Boatslip Lot owned within the Property, hereby covenants, and each Owner of any Boatslip Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, or by entering into a Boatslip Lease (or an assignment thereof) for a Boatslip as an appurtenance to such Owner's Lot as more particularly set forth in Article IV, Section 8 of this Declaration is deemed to covenant and agree to pay to the

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

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

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

Section 3. Payment of Boatslip Assessments: Due Dates. The Boatslip Assessments provided for herein shall be payable, annually, in advance, and shall commence as to each Boatslip Lot (to which a completed Boatslip is appurtenant), and shall be due and payable thirty (30) days following the lease of a completed Boatslip to a Boatslip Lot as set forth in Article IV, Section 8 of this Declaration (such assessment shall be prorated from the date of such lease through the

remainder of the calendar year for which such assessment is due). Notwithstanding the foregoing, no Boatslip Assessments shall be due prior to July 1, 2000. The initial Boatslip Assessments applicable to all Boatslip Lots (for the calendar year in which the first lease of a completed Boatslip is executed) shall be Two Hundred Eighty-Five Dollars (\$285.00) per Boatslip Lot. Boatslip Assessments for each and every year thereafter shall be payable no later than January 31 of such year. The Boatslip Assessments for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with Section 4 of this Article VI, and shall be due and payable no later than January 31 of each such year. The Board of Directors shall fix the amount of the Boatslip Assessment as to each Boatslip Lot for any year at least thirty (30) days prior to January 1 of such year, and the Association shall send written notice of the amount of the Boatslip Assessment to each Boatslip Lot Owner on or before January 5 of such year. Failure of the Association to send the notice described in this Section 3 shall not relieve the Owners of their liability for Boatslip Assessments. Notwithstanding the foregoing, the Board of Directors may alter the dates of the fiscal year for setting the Boatslip Assessments, and may increase or decrease the frequency of the collection of the Boatslip Assessments (or installments thereof) in any reasonable manner.

Section 4. Maximum Boatslip Assessment.

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

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

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

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Event shall be the sum of the Boatslip and Supplemental Boatslip Assessments for any year exceed the applicable Maximum Boatslip Assessment for such year other than as set forth herein.

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

Section 6. Assessment Rate.

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

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

ARTICLE VI-A

COVENANT FOR BOAT STORAGE SPACE,
SUPPLEMENTAL BOAT STORAGE SPACE AND
SPECIAL BOAT STORAGE SPACE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Boat Storage Space, Supplemental Boat Storage Space and Special Boat Storage Space Assessments. Declarant, for each Boat Storage Lot owned within the Property, hereby covenants, and each Owner of any boat Storage Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, or by entering into a Boat Storage Space Lease (or an assignment thereof) for a Boat Storage Space as an appurtenance to such Owner's Lot as more particularly set forth in Article IV, Section 10 of this Declaration, is deemed to covenant and agree to pay to the Association, in addition to the Annual, Supplemental Annual, Special and Special Individual Assessments provided for herein, Boat Storage Space Assessments, Supplemental Boat Storage Space Assessments and Special Boat Storage Space Assessments, as hereinafter defined, for maintenance and repair costs of the Boat Storage Areas and Boat Storage Spaces (including all improvements thereon) established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Boat Storage Lot against which each such assessment or charge is made and upon the right to use the Boat Storage Space appurtenant to such Boat Storage Lot. Each such assessment or charge, together with interest, costs and reasonable

attorneys' fees, shall also be the personal obligation of the Owner of such Boat Storage Lot effective at the time when the assessment falls due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them, provided such assessments or charges, together with interest, costs, and reasonable attorneys' fees, shall, as set forth above, be a continuing lien upon the Boat Storage Lot against which such assessments or charges are made.

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

- (a) to clean, maintain, repair and reconstruct, when necessary, the Boat Storage Area and the Boat Storage Spaces, including all lighting and any other fixtures, improvements and other facilities located thereon (if any), all as more particularly set forth in Article IV, Section 10 of this Declaration;
- (b) to provide and pay for lighting of the Boat Storage Area and the Boat Storage Spaces (if any) to the extent necessary for the safety and enjoyment of the users thereof;
- (c) to pay all ad valorem taxes levied against the Boat Storage Area and the Boat Storage Spaces and any other property owned by the Association in connection therewith;
- (d) to pay the premiums on all insurance carried by the Association in connection with the Boat Storage Areas and Boat Storage Spaces (including all improvements located thereon) pursuant hereto or pursuant to the Bylaws;
- (e) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws in connection with the Boat Storage Areas and Boat Storage Spaces (including all improvements located thereon); and
- (f) to maintain reserves for the purposes set forth in Article IV, Section 7 hereof in amounts as determined by the Board of Directors.

Section 3. Payment of Boat Storage Space Assessments; Due Dates. The Boat Storage Space Assessments provided for herein shall be payable, annually, in advance, and shall commence as to each Boat Storage Lot (to which a completed Boat Storage Space is appurtenant), and shall be due and payable thirty (30) days following the lease of a completed Boat Storage Space to a Boat Storage Lot as set forth in Article IV, Section 10 of this Declaration (such assessment shall be prorated from the date of such lease through the remainder of the calendar year for which such assessment is due). Notwithstanding the foregoing, no Boat Storage Space Assessments shall be due prior to July 1, 2000. The initial Boat Storage Space Assessments applicable to all Boat Storage Lots (for the calendar year in which the first lease of a completed Boat Storage Space is executed) shall be One Hundred Twenty-Five Dollars (\$125.00) per Boat Storage Lot. Boat Storage Space Assessments for each and every year thereafter shall be payable no later than January 31 of such year. The Boat Storage Space Assessments for each and every year thereafter shall be in an amount

as set by the Board of Directors, in accordance with Section 4 of this Article VI-A and shall be due and payable no later than January 31 of each such year. The Board of Directors shall fix the amount of the Boat Storage Space Assessment as to each Boat Storage Lot for any year at least thirty (30) days prior to January 1 of such year, and the Association shall send written notice of the amount of the Boat Storage Space Assessment to each Boat Storage Lot Owner on or before January 5 of such year. Failure of the Association to send the notice described in this Section 3 shall not relieve the Owners of their liability for Boat Storage Space Assessments. Notwithstanding the forgoing, the Board of Directors may alter the dates of the fiscal year for setting the Boat Storage Space Assessments, and may increase or decrease the frequency of the collection of the Boat Storage Space Assessments (or installments thereof) in any reasonable manner.

Section 4. Maximum Boat Storage Space Assessment.

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

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

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

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

Section 6. Assessment Rate.

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

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

ARTICLE VI-B

COVENANT FOR SEPTIC SYSTEM ASSESSMENTS

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

Section 2. Purpose of Septic System Assessments. The assessments to be levied annually by the Association against each lot upon which a septic system has been constructed (the "Septic System Assessments") shall be used to inspect each Lot Septic System to ensure such Septic

Systems are in compliance with any requirements imposed by the Association or any governmental authority.

Section 3. Payment of Septic System Assessments: Due Date The Septic System Assessments provided for herein shall be payable, annually, in advance, and shall commence as to each Lot, and shall be due and payable thirty (30) days following the completion of construction on each Lot. The initial Septic System Assessments applicable to all Lots (for the calendar year in which construction is completed on such Lot) shall be Two Hundred Five Dollars (\$205.00) per Lot. Septic System Assessments for each and every year thereafter shall be payable no later than January 31 of such year. The Septic System Assessments for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with Section 4 of this Article VI-B and shall be due and payable no later than January 31 of each such year. The Board of Directors shall fix the amount of the Septic System Assessment as to each Lot for any year at least thirty (30) days prior to January 1 of such year, and the Association shall send written notice of the amount of the Septic System Assessment to each Lot Owner on or before January 5 of such year. Failure of the Association to send the notice described in this Section 3 shall not relieve the Owners of their liability for Septic System Assessments. Notwithstanding the forgoing, the Board of Directors may alter the dates of the fiscal year for setting the Septic System Assessments, and may increase or decrease the frequency of the collection of the Septic System Assessments (or installments thereof) in any reasonable manner.

Section 4. Maximum Septic System Assessment.

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

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

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

Section 7. Assessment Rate.

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

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

ARTICLE VII

GENERAL ASSESSMENT PROVISIONS

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

Section 2. Effect of Nonpayment of Assessments; Remedies of the Association. Any Annual, Special, Special Individual, Supplemental, Boatslip, Special Boatslip, Supplemental Boatslip Assessment, Boat Storage Space, Supplemental Boat Storage Space, Special Boat Storage Space Assessment, Septic System or Supplemental Septic System Assessment (or installment thereof) not paid by its due date as set forth herein, or any other assessment not paid by its due date, shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors to defray the costs arising because of late payment. The association may bring an action at law against the delinquent Owner (or foreclose the lien against the Lot), and interest, late payment charges, costs and reasonable attorney's fees related to such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas, such Owner's Boatslip and/or such Owner's Boat Storage Space, if applicable, or by abandoning such Owner's Lot, Boatslip and/or Boat Storage Space.

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

ARTICLE VIII

RESTRICTIONS

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

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

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

Section 2. Dwelling Size. The square footage requirements set forth below are for enclosed heated floor area and are exclusive of the areas in heated or unheated basements, vaulted ceiling areas and attics, unheated porches of any type, attached or detached garages, porte cocheres and unheated storage areas, decks and patios.

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

	Minimum Total <u>Heated Area</u>	Minimum Ground <u>Floor Heated Area</u>
1 Story	2,000	2,000
1½ story, bi-level, tri-level and others	2,400	1,600 main floor for bi-level; upper two floors for tri-level
2 story, 2½ story	2,400	1,600

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

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

Section 3. HVAC Equipment. No air conditioning or heating equipment or apparatus shall be installed on the ground in front of, or attached to any front wall of, any Dwelling on a Lot.

Additionally, air conditioning and heating equipment and apparatus shall be screened from view from streets by landscape improvements, as more particularly provided in the Guidelines.

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

Section 5. Fences and Walls. No fence or wall (regardless of the materials) shall be erected on a Lot unless otherwise approved in advance in writing by the Architectural Control Committee. No fence may be erected nearer the front lot line of the Lot than the front face of the Dwelling located on such Lot. In the case of a Corner Lot, no sideyard fence shall be located nearer than the side 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 is not permitted. Perimeter fencing shall not have more than fifty percent (50%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence ("Openness Test"). A wall constructed of brick or stone and used in lieu of a fence is exempt from the Openness Test. All fences and walls shall be erected in accordance with the provisions of the Guidelines. The restrictions described herein shall not apply to any improvements originally installed by Declarant on any Common Area.

Section 6. Signs. No signs of any kind may be displayed to the public view on any Common Area other than the entrance monument. No sign of any kind shall be displayed to the public view on any Lot with the following exceptions which may not exceed five (5) square feet in size: (a) one sign (per each Lot) advertising the property for sale; (b) one sign on the Lot only used by a builder to advertise the Lot during the construction and sales period; and (c) temporary political signs. The Architectural Control Committee shall have the power, but not the obligation, to adopt and issue from time to time sign guidelines, as part of the Guidelines, to assist the Architectural Control Committee in reviewing and approving proposed signs to be erected on the Property. Provided, however, the foregoing shall not act to restrict or prohibit Declarant from erecting and maintaining signs and billboards, permanent or temporary, advertising the Property, the Development or portions of either thereof, or for any other purpose, on any portion of the Property owned by Declarant or in the Common Areas.

Section 7. Temporary Structures; Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot; provided, pursuant to the building or Improvement on a Lot, a construction office trailer may be located on that particular Lot until completion of the building or Improvement on that Lot. No metal, fiberglass, plastic or canvas tent, barn, carport, garage, utility building, storage building or other metal, fiberglass, plastic or canvas structure shall be erected on any Lot or attached to any residence. Provided, however, nothing herein shall prohibit Declarant from erecting or moving temporary buildings onto Lots owned by Declarant to be used for storage, or for construction or sales offices.

Section 8. Utilities. All utilities and utility connections shall be located underground, including electrical telephone and cable television lines. Transformers, electric, gas or other meters of any type, or other apparatus shall be located at the rear of the buildings constructed on Lots or, if approved by the Architectural Control Committee in writing, located elsewhere on the Lot.

Provided, however, they are adequately screened as required by the Architectural Control Committee in accordance with the provisions of this Declaration.

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

Section 10. Building Envelope. No building or other Improvement on any Lot (including any stoops or porches, patios, decks, terraces, etc.) shall be erected or permitted to remain outside of the building envelope for that particular Lot as established by the Architectural Control Committee (as to each Lot, the "Building Envelope"). The Building Envelope approved for any Lot will be available from the Architectural Control Committee on an unrecorded map. Provided, however, and notwithstanding the foregoing to the contrary, (i) docks, piers (including any gazebos proposed to be attached thereto) and boatslips are exempt from this Building Envelope restriction, provided they are approved by the Architectural Control Committee in accordance with the applicable provisions of the Guidelines, (ii) exterior steps at the front and rear of a Dwelling may project into the setback area established by the Building Envelope up to a distance of five (5) feet, and (iii) fireplace chimney structures projecting from the side of a Dwelling may encroach no more than eighteen (18) inches into the side yard setback established by the Building Envelope. The Architectural Control Committee shall have the right in its sole discretion to make exceptions to any Building Envelope to recognize any special topography, vegetation, Lot shape or dimension, or other site-related conditions. In the event any zoning or subdivision ordinance, floodway regulation or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, then all buildings erected during the pendency of such requirements shall conform thereto.

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

Section 12. Combination or Subdivision of Lots. Should the Owner of a Lot own an adjacent Lot(s) and desire that two (2) or more such Lots be considered as one Lot, then such Lots shall (except in connection with the payment of assessments and except as provided herein) be considered as one Lot for the purposes of this Article VIII upon the recordation in the Office of the Clerk of Court of Oconee County, South Carolina, of an instrument by such Owner expressing such intent (such instrument to refer specifically to this section in this Declaration and to identify the Lots to be considered as one Lot for purposes of this Article VIII, and a copy of such recorded instrument shall be promptly delivered by such Owner to the Architectural Control Committee); and in each such case, Building Envelopes, setback lines, and easements reserved in this Declaration shall be adjusted accordingly by the Architectural Control Committee. No Lot shall be subdivided by sale, lease or otherwise without the prior written consent of Declarant. Provided, however, Declarant reserves the right to change the size, boundaries or dimensions of any Lot owned by Declarant for any reason.

Section 13. Restricted Activities in Common Areas. No cutting of vegetation, dumping, digging, filling, destruction or other waste shall be committed on the Common Areas. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas,

nor shall anything be altered, or constructed or planted in, or removed from the Common Areas, without the prior written consent of the Declarant and the Association. Each Owner shall be liable to the Association and/or Declarant for any damage to any Common Area caused by the negligence or willful misconduct of the Owner or his family, tenants, guests, agents, employees, or invitees. Provided, however, the provisions in this paragraph shall not apply to Declarant in connection with Declarant's construction activities on the Property.

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

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

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

Declarant or the Association shall have the right to landscape and maintain the Easement Tract as an entryway to the Subdivision. Further, Declarant or the Association shall erect and maintain one or more monuments with an entrance sign thereon (collectively, the "Entrance Sign") bearing the name of the Development which Entrance Sign shall be built in accordance with the applicable governmental standards for signs; and Declarant shall erect and maintain lighting for the Entrance Sign, planters and other improvements typically used for an entryway (the Easement Tract, the Entrance Sign, Lighting, landscaping, irrigation and other improvements to be constructed on the Easement Tract are herein collectively referred to as the "Entrance Monument Easement" on the Map.

Section 17. Parking; Off-Water Boat Storage.

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

(b) Commercial-use vehicles and trucks not involved with construction activity on the Property, and having a carrying capacity and/or size designation greater than or equal to three-fourths (¾th) ton, shall not be permitted to park overnight on the Roadways, driveways or otherwise within the Property, unless stored in an enclosed garage. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the

Property at any time. No vehicles that are not in a condition to be normally operated or that do not have a current registration tag may be stored or situated on any Lot for more than thirty (30) days unless stored in an enclosed garage.

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

(d) No recreational vehicles or related equipment, including 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 or in an enclosure specifically approved for such maintenance or storage by the Architectural Control Committee.

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

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

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

builder of Improvements (and such builder's contractors and subcontractors) on any portion of the Property shall keep such portion of the Property free of unsightly construction debris, in accordance with the construction rules established by the Architectural Control Committee, and shall similarly keep contiguous public and private areas free from any dirt, mud, garbage, trash, or other debris which is occasioned by construction of Improvements. The Board may levy a Special Individual Assessment against an Owner's Lot to pay for the cost of repairing any damage to Roadways, curbs or sidewalks or any part of any Roadway, Common Area or utility system, to pay for the cost of cleaning public and private areas, including the Roadways, and to pay for the cost of the removal of garbage, trash or other debris, which are occasioned by the activities of an Owner or Owner's builder or such builder's contractors or subcontractors during the construction of Improvements. Declarant, and each Owner, shall be responsible for erosion control protection during any earth-disturbing operation, as described and defined in the "Erosion Control Practices" on Exhibit "C", attached hereto and incorporated herein by reference.

Section 20. Public Water System; No Wells. Declarant shall cause to be constructed a water system in order to provide water supplies necessary to serve the Subdivision (the "Water System"). 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 this Declaration, or within the Roadway rights-of-way. Upon its completion of the Water System and all mains, pipes and equipment and other personal property which is part thereof, Declarant or the Association shall use reasonable good faith efforts to dedicate the Water System to Seneca Light and Water or other governmental authority. All Owners are required to connect into the Water System for domestic water service. The Water System shall be the sole provider of water supply to the Subdivision, and no well may be dug or constructed on any Lot for the purpose of providing domestic water supply.

Section 21. Marine Toilets. No water craft equipped with a marine toilet having a fixed or portable holding tank, or a through hull or overboard discharge toilet, shall be permitted at any Waterfront Lot Owners' docks or piers, unless otherwise approved by the Declarant or Architectural Control Committee. No water craft equipped with a marine toilet having a fixed or portable holding tank, or a through hull or overboard discharge toilet, shall be permitted at the Piers or Boatslips shown on the Map, or such additional Piers and Boatslips as are added pursuant to a Supplemental Declaration as set forth in Article II, Section 2 of this Declaration.

Section 22. Docks and Piers. Only the Owner of a Waterfront Lot may construct one (1) Pier within the area designated as "Pier Zone" on the Map or in any Supplemental Declaration or other document which may be filed pursuant to the provisions of this Declaration adjacent to said Waterfront Lot (in accordance with the applicable provisions of the Guidelines), provided that such Lot is not located in an area where the narrowness of a cove precludes construction of a dock or pier as determined by Duke Energy Corporation and/or any governmental entity having jurisdiction at the time such improvements are to be constructed.

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

- (a) easements, restrictions, rules and regulations for construction and use promulgated by the Association;

(b) all laws, statutes, ordinances and regulations of all Federal, State and local governmental bodies having jurisdiction thereon, including without limitation, the Federal Energy Regulatory Commission; and

(c) rules and regulations, privileges and easements affecting the Property and the waters and submerged land of the Lake established by Duke Energy Corporation, its successors and assigns. (Duke Energy Corporation controls access to, and the use and level of, the waters of the Lake. All Owners, the Association and the Declarant must receive a permit from Duke Power [or a successor manager of the Lake, under authority from the Federal Energy Regulatory Commission] prior to any alterations therein.)

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

Section 23. Boat Ramps. No boat ramps of any kind shall be permitted on any Lot, and no boat shall be placed in (or removed from) the waters of the Lake from any Lot; provided, however, small watercraft such as canoes, dinghies, and jet skies may be launched from any Lot if launched without a ramp.

Section 24. Mail and Newspaper Boxes. All Mail and Newspaper Boxes shall be constructed or installed on any Lot in accordance with the applicable provisions of the Guidelines.

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

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

restrictions in regard to the Lot(s) or other portion of the Property owned by such Owner. Furthermore, each Owner shall comply with the conditions, limitations and restrictions set forth in the Lake Buffer Guidelines.

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

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

ARTICLE IX

ARCHITECTURAL, LANDSCAPE AND LAKE BUFFER GUIDELINES

Section 1. General. Notwithstanding anything contained in this Declaration to the contrary, no Improvements, including, without limitation, site preparation on any Lot, or erection of buildings or exterior additions or alterations to any building situated upon the Property, or any landscaping or cutting of trees on any Lot or in the Lake Buffer Area, shall be commenced, erected or maintained on any portion of the Property, subject to the provisions of Section 7 hereof, until: (a) the Architectural Control Committee, appointed as hereinafter provided, has approved the plans and specifications therefor and the location of such Improvements and has given its written approval for commencement of construction, and in accordance with the terms and requirements in the Guidelines; (b) the fees set forth in or contemplated in this Article IX have been paid. The provisions of this Article IX shall not apply to the construction of any Improvements commenced, erected or maintained by Declarant on any Lot or upon any of the Common Areas.

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

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

Section 3. Architectural, Landscape and Lake Buffer Guidelines.

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

(b) The Guidelines shall also be explanatory and illustrative of the general intent of the landscape development of the Property and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications for landscape Improvements. In addition, the Guidelines shall establish approved standards, methods and procedures for landscaping, landscape management and landscape maintenance in the

Property, including the removal of trees and allowed activities within the Lake Buffer Areas. Such authorized standards, methods and procedures shall be utilized by Owners and their contractors and subcontractors, and the approval by the Architectural Control Committee of any landscaping plan or other landscaping improvement in connection with landscaping on a Lot or other portion of the Property shall be based upon the conformity of such plan or improvement with the Guidelines.

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

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

Section 4. Definition of "Improvements". The term "Improvement" or "Improvements" shall mean and include any and all man-made changes or additions to a Lot, including, but not limited to, the location, materials, size and design of all buildings (including any exterior devices attached to or separate from buildings, such as heating and air conditioning equipment, solar heating devices, antennae, satellite dishes, etc.); storage sheds or areas; piers, docks and Boatslips; roofed structures; parking areas; fences; statuaries and fountains; pet "runs," lines and similar tethers or enclosures; landscaping (including cutting trees); hedges; mass plantings; irrigation equipment, apparatus and systems; driveways; signs; site preparation; changes in grade or slope; exterior illumination; and changes in any exterior color or shape. The definition of Improvements includes both original Improvements and all later changes to Improvements. The definition of Improvements, however, does not include the replacement or repair of Improvements previously approved by the Architectural Control Committee, provided such replacement or repair does not change exterior colors, materials, designs or appearances from that which were previously approved by the Architectural Control Committee.

Section 5. Enforcement.

(a) It is Declarant's intent that the architectural control provisions of this Declaration and any Additional Declarations are to permit control of the architectural design and landscaping and to establish quality standards for construction and construction activity in the Development and to help preserve values of properties in the Development. All Owners, by purchasing property subject to this Declaration, acknowledge that a violation of any such provisions could result in irreparable harm and damage to other Owners of property in the Development and to Declarant, and to the values of their respective properties in the Development, a monetary measure of which harm and damage would be difficult to establish. Accordingly, the Association shall have the specific right (but not the obligation) to enforce and/or to prevent any violation of the provisions contained in this Article IX by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Declarant hereby specifically reserves and grants unto the

Architectural Control Committee, the Board and any agent or member thereof, the right of entry and inspection upon any portion of the Property for the purpose of determination by the Architectural Control Committee or the Board whether there exists any construction of any Improvement which violates the terms of any approval by the Architectural Control Committee, the terms of the Guidelines, the terms of this Declaration or any Additional Declaration, or the terms of any amendments hereto or thereto.

(b) As to nonconforming or unapproved Improvements, the Association may require any Owner to restore such Owner's Improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvements) if such Improvements were commenced or constructed in violation of this Article. In addition, the Association may, but has no obligation to, cause such restoration, demolition and removal to be performed and to levy the amount of the cost thereof as a Special Individual Assessment against the Lot or portion of the Property upon which such improvements were commenced or constructed. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement to remove any unapproved Improvement or otherwise to remedy a violation of the Guidelines, the Association shall be entitled to recover court costs, attorneys' fees and expenses incurred by the Association and/or the Architectural Control Committee in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the Lot or other portion of the Property upon which such Improvement was commenced or constructed.

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

Section 7. Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect

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

Section 8. Fees and Construction Escrow Deposit Required by the Architectural Control Committee. The Architectural Control Committee, in its sole discretion, may require that each Person submitting plans and specifications for Improvements to the Architectural Control Committee pay one or more fees to the Architectural Control Committee or to Declarant as a condition to commencement of construction of such Improvements. Such fee(s), including the amount(s), payee and purpose(s) thereof shall be established by, and may be increased from time to time by, the Architectural Control Committee and shall be set forth in the Guidelines. The Architectural Control Committee, in its sole discretion, may require that each Lot Owner submitting plans and specifications for Construction to pay a construction escrow deposit to the Association to be held for such purposes as are set forth in the Guidelines.

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

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

Section 11. Separate Committee for Changes to Existing Improvements. The Board shall have the right, power and authority, in its sole discretion, to appoint a committee separate and apart from the Architectural Control Committee to review plans and specifications for any and all renovations, changes and additions to existing Improvements located on a Lot or other portion of the Property (herein, the "Architectural Changes Committee"). Should the Board appoint such an Architectural Changes Committee, then the Architectural Control Committee shall relinquish to the Architectural Changes Committee its authority to review plans and specifications for any such changes to existing Improvements, and the Architectural Changes Committee shall be solely responsible for review and approval of the same. The composition of the Architectural Changes Committee shall be determined by the Board in its sole discretion and the procedure for submission,

review and approval of plans and specifications to and by the Architectural Changes Committee shall be set forth in the Guidelines. Notwithstanding the foregoing, nothing herein shall be deemed to obligate the Board to appoint an Architectural Changes Committee, and until an Architectural Changes Committee is appointed, the Architectural Control Committee shall be responsible for reviewing and approving or disapproving all plans and specifications for renovations, changes and additions to existing Improvements in accordance with the provisions of this Article IX and the Guidelines.

Section 12. Limitation of Liability. No member of the Architectural Control Committee or the Architectural Changes Committee shall be liable for claims, causes of action or damages (except where occasioned by willful misconduct of such member) arising out of services performed pursuant to this Article IX. Neither the Architectural Control Committee, nor the Architectural Changes Committee (if applicable), nor the members thereof, nor the Association, nor Declarant, nor any officers, directors, members, employees, agents or affiliates of any of them, shall be liable for damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of, or the failure to approve or disapprove of, any plans and specifications. The approval of plans and specifications by the Architectural Control Committee or the Architectural Changes Committee (if applicable) shall not be deemed or construed as a representation or warranty of the Architectural Control Committee or the Architectural Changes Committee (as the case may be), Declarant, or any officer, director, member, employee, agent or affiliate of any of them, (i) that Improvements constructed in accordance with such plans and specifications will comply with applicable zoning ordinances, budding codes, or other governmental or quasi-governmental laws, ordinances, rules and regulations or (ii) as to the structural soundness, quality, durability, suitability, fitness or proper functioning of Improvements constructed in accordance with such plans and specifications; and any responsibility or liability therefor is hereby disclaimed. Every person who submits plans and specifications, and every Owner, agrees that such Owner will not bring any action or suit against Declarant, the Association, any Association, the Architectural Control Committee, the Architectural Changes Committee (if applicable), the Board, or the officers, directors, members, employees, agents or affiliates of any of them, to recover any such damages and hereby releases, demises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Declarant shall be the sole party responsible for the performance of Declarant's obligations under this Declaration, and no other person, firm or entity, including, without limitation, any entity affiliated with Declarant, shall have any obligation or liability for Declarant's obligations under this Declaration.

Section 13. Miscellaneous. Members of the Architectural Control Committee and, if applicable, the Architectural Changes Committee, in the sole discretion of the party or body appointing such members (i.e., either Declarant or the Board, as the case may be) may be compensated for their services. The Association shall reimburse members of the Architectural Control Committee and the Architectural Changes Committee (if applicable) for reasonable out-of-pocket expenses associated with their activities hereunder. All costs, expenses and attorneys' fees of the Architectural Control Committee and the Architectural Changes Committee (if applicable), including those incurred in connection with the exercise of their enforcement or other

powers as provided herein, shall be borne by the Association; provided, however, nothing herein shall be deemed to negate the Association's right to an award of court costs, attorneys' fees and expenses in accordance with Section 5 of this Article IX.

ARTICLE X

INSURANCE

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

(a) Fire. All improvements and all fixtures included in the Common Area, including, but not limited to, the Entrance Monument(s), Piers, Lake Access Areas, Amenity Area, Boatslips, Boat Storage Area and Roadways (prior to acceptance by governmental authorities for maintenance), and all personal property and supplies belonging to the Association, shall be insured in an amount equal to 100% of the current replacement cost up to the amount specified in the insurance policy (exclusive of land, foundation, excavation and other normally excluded items) as determined annually by the Board of Directors with the assistance of the insurance company providing coverage. The Board of Directors shall, at least annually, review the insurance coverage required herein and determine 100% of the current replacement cost of such improvements and fixtures and personal property and supplies. Such coverage shall provide protection against loss or damage by fire, windstorm, vandalism and malicious damage and all perils covered by a standard "all risk" insurance policy. All such policies shall provide that adjustment of loss shall be approved by the Board of Directors and the insurance company. In addition to the provisions and endorsements set forth in this Article, the fire and casualty insurance described herein shall contain the following provisions:

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

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

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

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

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

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

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

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

- (a) recognition of any insurance trust agreement entered into by the Association;
- (b) coverage that may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least forty-five (45) days prior written notice to the named insured, any insurance trustee and all Mortgagees; and
- (c) coverage that cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner or any Mortgagee.

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

Section 5. Owner's Personal Property. The Association or the Declarant shall not be liable in any manner for the safekeeping or conditions of any boat or other personal Property belonging to or used by any Owner or his family, guests or invitees, located on or used at the Piers, Boatslips, Parking Area(s) or other Common Areas. Further, the Association or the Declarant shall not be responsible or liable for any damage or loss to or of any boat, its tackle, gear, equipment or other property located thereon, or any other personal property of any Owner, his family, guests or invitees located on or used at the Piers, Boatslips, Parking Area(s), Boat Storage Area or other Common Areas. Each Owner shall be solely responsible for all such boats and other personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase, at such Owner's sole cost and expense, of any liability or other insurance for damage to or loss of such property. Every Lot Owner shall submit to the Association a Certificate of Insurance showing proof of boat liability insurance coverage at the time of initiating the use of the Boat Storage Area, Piers or Boatslips. By virtue of taking title to a Lot within the Development, each Owner acknowledges that neither the Association nor Declarant has any obligation to provide any insurance for any portion of such Owner's Lot or any Dwelling or other property located thereon.

ARTICLE XI

RIGHTS OF MORTGAGEES.

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

- (a) to be furnished at least one copy of the annual financial statement and report of the Association, such annual statement and report to be furnished within ninety (90) days following the end of each fiscal year;
- (b) to be given notice by the Association of the call of any meeting of the Association's membership, and to designate a representative to attend such meetings.
- (c) to be given prompt written notice of default under the Declaration, the Bylaws or any rules and regulations promulgated by the Association by any Owner owning a Lot encumbered by a Mortgage held by the Mortgagee, such notice to be sent to the principal office of such Mortgagee or the place which it may designate in writing;

(d) to be given prompt written notice of any casualty loss to the Common Areas, or loss by eminent domain or other taking of (i) the Common Areas or (ii) any Lot encumbered by a Mortgage held by the Mortgagee;

(e) to be given prompt written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(f) to be given prompt written notice of any eminent domain or condemnation proceeding affecting the Property.

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

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

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

ARTICLE XII

CONDEMNATION

Section 1. Partial Taking Without Direct Effect on Lots. If part of the Property shall be taken or condemned by any authority having the power of eminent domain such that no Lot is taken, all compensation and damages for and on account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Lots, shall be paid to the Board of Directors in trust for all Owners and their Mortgagees according to the loss or damages to their respective interests in such Common Areas; provided, however, that all compensation and damages for and on account of the taking of Piers, Boatslips or Boat Storage Spaces shall be held in trust for all applicable Owners of Boatslip and Boat Storage Lots and their Mortgagees according to the loss or damages to their respective interests in such Piers, Boatslips, and Boat Storage Spaces. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Areas, without limitation on the right of the Owners to represent their own interests. Each Owner, by his acceptance of a deed to a Lot, hereby appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from

the condemnation of the Common Areas. Such proceeds shall be used to restore the Common Areas with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board of Directors, in its sole discretion. Nothing herein is to prevent Owners whose Lots are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Lots, or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Areas. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Lots without such allocation, the award shall be divided between affected Owners and the Association, as their interests may appear, by the Board of Directors in its sole discretion.

Section 2. Partial or Total Taking Directly Affecting Lot. If part or all of the Property shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof (including specific easements assigned to any Lot) is taken, the Association shall have the right to act on behalf of the Owners with respect to Common Area as provided in Section I of this Article and the proceeds shall be payable as outlined therein. The Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. All compensation and damages for and on account of the taking of any one or more of the Lots or improvements, fixtures or personal property thereon, shall be paid to the Owners of the affected Lots and their Mortgagees, as their interests may appear. If all of the Property shall be taken such that the Association no longer has reason to exist and shall thereafter be dissolved and/or liquidated, all compensation and damages for and on account of the taking of the Common Areas shall be distributed with the other assets of the Association in accordance with the Articles of Incorporation.

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

ARTICLE XIII

EASEMENTS AND OTHER RIGHTS

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

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

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

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

Section 4. Right of the Association and Declarant to Enter Upon the Common Area. Declarant hereby reserves for the benefit of itself, its successors in interest and assigns, and grants to the Association and all agents, employees or other designees of Declarant or the Association an easement for ingress, egress and access to enter upon or over the Common Areas for the purposes of inspecting any construction, proposed construction or Improvements or fulfilling the rights, duties and responsibilities of ownership, administration maintenance and repair of Declarant or the Association, as appropriate. Such easement includes an easement in favor of the Association and Declarant to enter upon the Common Areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated or as Declarant otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained herein shall be interpreted as imposing any obligation upon the Association or Declarant to maintain, repair, or construct Improvements which an Owner is required to maintain, construct or repair.

Section 5. Easement for Encroachment. Declarant hereby reserves, for the benefit of itself, its successors in interest and assigns, and grants to the Association, the Owners, their

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

Section 6. Utility and Drainage Easements. The Property shall be subject to all easements and rights-of-way for utilities and drainage shown on the Maps, including, but not limited to, those certain easements shown and designated on the Maps as:

- (a) "Utility and Drainage Easement"; and
- (b) "Public Storm Drainage Easement."

Such easements are hereby reserved for the use of Declarant, its successors and assigns, and are hereby established for the use of the Association, its successors and assigns.

Additionally, Declarant hereby reserves, for the benefit of itself, its successors and assigns, and grants to the Association, its successors and assigns, a non-exclusive easement and right-of-way over, under and along the front and rear ten (10) feet of each Lot (with the exception of the Waterfront Lots, which will not have a ten (10) foot easement over the rear), and over, under and along seven and one half (7.5) feet in width along each side Lot line for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing electric power, gas, telephone service, cable service, water, irrigation, septic sewer and drainage facilities, storm drainage and/or other utilities.

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

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

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

Section 9. Additional Easements. Declarant shall have the right to grant over, under, across and upon any portion of the Property owned by Declarant, and the Board shall have the authority, in its sole discretion, to grant over, under, across and upon the Common Areas, such easements, rights-of-way, licenses and other rights in accordance with or to supplement the provisions of this Declaration or as may otherwise be desirable for the development of the Development, by the execution, without further authorization, of such grants of easement or other instruments as may from time to time be necessary or desirable. Such easements may be for the use and benefit of persons who are not Association Members or Owners.

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

ARTICLE XIV

[Intentionally Omitted]

ARTICLE XV

GENERAL PROVISIONS

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

Declaration and the Bylaws and any duly authorized rules and regulations governing the Development against the Association.

In addition, the Association hereby covenants and agrees that it shall exercise its power of enforcement hereunder in order to maintain a first class development in appearance and quality, and that it shall, upon the request of Declarant, enforce any restriction, condition, covenant or reservation contained in this Declaration deemed by Declarant, in its sole discretion, to have been violated, using all remedies available to the Association at law or in equity. The Declarant hereby reserves the right and easement, but not the obligation, to go upon any portion of the Common Areas at any time in order to repair and maintain such Common Areas where needed, in Declarant's sole discretion, to bring such Common Areas within the standards required by Declarant. Should Declarant go upon the Common Areas to perform maintenance and repairs for such purpose, the Association hereby agrees to reimburse Declarant in full for the cost of such maintenance and repairs, upon receipt of a statement for such cost from Declarant. Failure by Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended or modified at any time and from time to time by an agreement signed by Owners holding a majority of votes appurtenant to the Lots which are then subject to this Declaration; provided, however, any amendment to this Declaration must be consented to by Declarant so long as Declarant is the Owner of any Lot in the Development. It is further provided that any amendment affecting the Piers, Boatslips and Boat Storage Areas must be approved by a vote of a majority of the votes appurtenant to the Boat Slip Lots and must be consented to by Declarant so long as Declarant is the Owner of any Lot in the Development. It is further provided that any amendment affecting the Boat Storage Area or Boat Storage Spaces and any improvements located thereon must be approved by a vote of a majority of the votes appurtenant to the Boat Storage Lots and must be consented to by Declarant so long as Declarant is the Owner of any Lot in the Development. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record.

Notwithstanding anything in this Section 3 to the contrary, Declarant may, at Declarant's option, amend this Declaration without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause this Declaration to comply with the requirements of FHA, VA, the Federal National Mortgage Association or other similar agency. In addition, Declarant, without obtaining the approval of any other person or entity, may make amendments or modifications hereto which are correctional in nature only and do not involve a change which materially adversely affects the rights, duties or obligations specified herein.

Section 4. Term. The covenants and restrictions of this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded; after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an

instrument signed by a majority of the then Owners of the Lots, plus Declarant so long as Declarant is the Owner of any Lot in the Development, has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. Provided, however, that the residential use restrictions set forth in Article VIII of this Declaration shall run with the land and be binding upon all parties and all persons claiming under them in perpetuity.

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

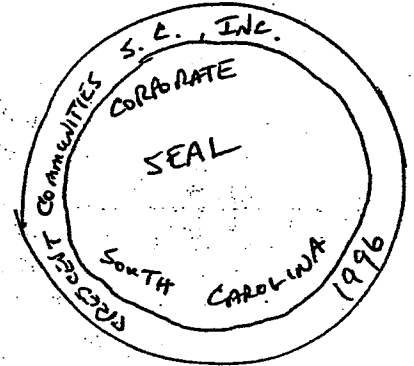
CRESCENT COMMUNITIES S.C., INC. (SEAL)
a South Carolina corporation

ATTEST:

Ann R. Soyars
ASST. Secretary

By: [Signature] President

Patricia L. Emerson, witness
Doree J. Lerner, witness



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 20th day of March, 2000, personally came before me
Stephen M. Schreiner, who being by me duly sworn says that he is Vice
President of Crescent Communities S.C., Inc., a South Carolina corporation, and that the seal affixed
to the foregoing instrument is the corporate seal of said corporation and that said instrument was
signed and sealed by him for and on behalf of said corporation by its authority duly given. And the
said Vice President acknowledged said instrument to be the act and deed of said corporation.

Valerie Hines
Notary Public

My Commission Expires: 10/25/04

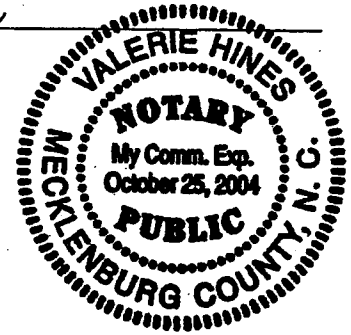


EXHIBIT A

**ARTICLES OF INCORPORATION FOR
WATERSIDE CROSSING OWNERS ASSOCIATION**

[SEE ATTACHED]



STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

- 1. The name of the proposed corporation is WaterSide Crossing Owners Association, Inc.
2. The initial registered office of the nonprofit corporation is 10 Commons Blvd.
Street Address
Seneca Oconee SC 29678
City County State Zip Code

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

Michael J. Smith

Print Name

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

Handwritten signature of Michael J. Smith
Agent's Signature

- 3. Check "a", "b" or "c", whichever is applicable. Check only one box:
a. [] The nonprofit corporation is a public benefit corporation.
b. [] The nonprofit corporation is a religious corporation.
c. [x] The nonprofit corporation is a mutual benefit corporation.
4. Check "a" or "b", whichever is applicable:
a. [x] This corporation will have members.
b. [] This corporation will not have members.
5. The address of the principal office of the nonprofit corporation is c/o Crescent Resources, Inc.
Street Address
400 South Tryon Street, Suite 1300, Charlotte, Mecklenburg County, North Carolina 28201
City County State Zip Code

- 6. If this nonprofit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph #3 is checked), complete either "a" or "b", whichever is applicable to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.
a. [] Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.
b. [] Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to:

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



will be distributed upon dissolution of the corporation.

- a. Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefitting or serving.
- b. Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to:

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

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

Stephen M. Schreiner	400 S. Tryon St., Suite 1300, Charlotte, NC 28201	
Name	Address	Zip Code

Name	Address	Zip Code

Name	Address	Zip Code

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

Stephen M. Schreiner	
Name (Only if named in articles)	Signature of director

Name (Only if named in articles)	Signature of director

Name (Only if named in articles)	Signature of director

11. Each incorporator must sign the articles.

Signature of Incorporator

Signature of Incorporator

Signature of Incorporator

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this form using a computer disk, which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of \$25.00, payable to the Secretary of State.

Return to: Secretary of State
PO Box 11350
Columbia, SC 29211



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INITIAL ANNUAL REPORT OF CORPORATIONS

CL-1-S
(Rev. 6/9/99)
3134

▶ File Number _____ ▶ ENDING PERIOD December, 1999 SID number _____
Month Year

FILE THIS RETURN WITH ARTICLES OF INCORPORATION OR APPLICATION FOR AUTHORITY TO DO BUSINESS.

NAME OF CORPORATION WaterSide Crossing Owners Association, Inc.		
ADDRESS OF CORPORATION (NUMBER AND STREET) c/o Crescent REsources, Inc., 400 South Tryon Street, Suite 1300		
CITY AND STATE Charlotte, NC	ZIP 28201	COUNTY Mecklenburg
For Secretary of State Use Only		
Date "Application for Charter" filed with Secretary of State <u>Simultaneously herewith</u>		
Date of "Request for authority to do business in this state" (Foreign Corp.) <u>N/A</u>		
IRS Employer Identification Number _____ applied for _____		Business Code _____ (Office Use Only)
1. State of incorporation: <u>South Carolina</u>		
2. Nature of principal business in South Carolina: <u>Homeowners Association</u>		
3. Location of registered office of the corporation in the state of South Carolina is <u>10 Commons Blvd.</u> in the city of <u>Seneca, SC 29678</u> . Registered agent at such address is <u>Michael J. Smith</u> .		
4. Location of principal office in South Carolina (street, city and county): <u>c/o Registered Agent</u>		
5. Date business commenced in South Carolina: <u>Not yet commenced</u>		Telephone # _____
6. Indicate date corporation closes its books: <u>December 31</u>		
7. If a professional corporation, are all shareholders, one-half of the directors (or individuals functioning as directors) and all officers (other than the secretary and treasurer) qualified to practice the professional services engaged in by the corporation? <u>N/A</u>		
8. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the corporation are:		
SSN	Name/Title	Business Address and Office
304-50-6622	Stephen M. Schreiner, Director, President,	400 S. Tryon St., Suite 1300, Charlotte, NC 28201
242-23-8864	Leslie Lancaster Director, Sec'ty,	400 S. Tryon St., Suite 1300, Charlotte, NC 28201
242-02-6031	Steve Coleman Director, VP,	400 S. Tryon St., Suite 1300, Charlotte, NC 28201
9. The total number of authorized shares of capital stock itemized by class and series, if any, within each class is as follows:		
Number of Shares	Class	Series
NONE		
10. The total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class is as follows:		
Number of Shares	Class	Series
NONE		

AFFIDAVIT

I, the undersigned incorporator or principal officer of the corporation for which this return is made, declare that this return, including accompanying statements and schedules, has been examined by me and is to the best of my knowledge and belief a true and complete return made in good faith.

THIS RETURN PREPARED BY

SIGNATURE OF INCORPORATOR OR OFFICER AUTHORIZED TO SIGN

DATE

TITLE





EXHIBIT B

**BYLAWS FOR
WATERSIDE CROSSING OWNERS ASSOCIATION**

[SEE ATTACHED]



BYLAWS OF
WATERSIDE CROSSING OWNERS ASSOCIATION, INC.

ARTICLE 1

Section 1.1 Name. The name of the non-profit corporation is WATERSIDE CROSSING OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

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

ARTICLE 2

DEFINITIONS

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

ARTICLE 3

MEETINGS OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held in the months of March through May of 2000 as determined by a vote of the Board of Directors, and each subsequent regular annual meeting of the Members shall be held on the anniversary date of the first annual meeting thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

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

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

Section 3.4 Meetings of Boat Storage Lot Owners. Meetings of the Members owning Boat Storage Lots may be called at any time by the President of the Association, by the Board of Directors, or upon the written request of the Members who are entitled to vote at least ten percent (10%) of all of the votes appurtenant to the Boat Storage Lots, for the purpose of discussing and voting on matters affecting the Boat Storage Spaces or the Boat Storage Area. Such meetings may be held at the annual meeting of the Members or at a special meeting of the Members owning Boat Storage Lots.

Section 3.5 Place of Meetings. All meetings of the Members and the Members owning Boatslip Lots shall be held at such place within Mecklenburg County, North Carolina or Oconee County, South Carolina as shall be determined by the Board of Directors.

Section 3.6 Notice of Meeting. Written notice of each meeting of the Members and Members owning Boatslip Lots shall be given by, or at the direction of, the Secretary of the Association or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote there at, addressed to the Members address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.7 Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights:

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

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

Section 3.8 Relinquishment of Control. Notwithstanding anything contained herein to the contrary, the Class B membership shall cease and be converted to the Class A membership upon the earliest to occur of (a) the date on which Declarant no longer owns any part of the Property, (b) the date Declarant shall elect, in its sole discretion, that the Class B membership shall cease and be converted to the Class A membership (which election may be made, if at all, upon Declarant giving written notice of the election to the Board of Directors); or (c) December 31, 2009. The earliest to occur of (a), (b) or (c) above shall herein be referred to as the "Turnover Date." After the Turnover

Date and for so long as Declarant owns any part of the Property, Declarant shall be a Class A member.

Section 3.9 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes appurtenant to the Lots (or to the Boatslip Lots, if a meeting of the Members owning Boatslip Lots), (or to the Boat Storage Lots, if a meeting of the Members owning Boat Storage Lots) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.10 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance of the applicable Member's Lot.

Section 3.11 Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of a majority of all votes entitled to be cast by all classes of Members, present or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, shall be regarded as the act of the Members. Notwithstanding any term or provision herein, the affirmative vote of no less than two-thirds (2/3) of all votes entitled to be cast by all classes of Members shall be required in order for the Association to (1) file a complaint, on account of an act or omission of Declarant, with any governmental agency which has regulatory or judicial authority over the Development or any part thereof, or (2) assert a claim against or sue Declarant.

Section 3.12 Action by Members Owning Boatslip Lots. Except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of a majority of all votes entitled to be cast by all classes of Members owning Boatslip Lots, present or represented by legitimate proxy at a legally constituted meeting at which a quorum of the Members owning Boatslip Lots is present, shall be regarded as the act of such Members.

Section 3.13 Action by Members Owning Boat Storage Lots. Except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of a majority of all votes entitled to be cast by all classes of Members owning Boat Storage Lots, present or represented by legitimate proxy at a legally constituted meeting at which a quorum of the Members owning Boat Storage Lots is present, shall be regarded as the act of such Members.

Section 3.14 Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members, Members owning Boat Storage Lots or Members owning Boatslip Lots in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members, Members owning Boat Storage Lots or Members owning Boatslip Lots shall constitute a waiver of notice by such Member of the time and place thereof except where such Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all of the Members are present at any meeting of the Members, if all of the Members owning Boat Storage Lots or if all of the Members

owning Boatslip Lots are present at a meeting of such Members, no notice shall be required and any business may be transacted at such meeting.

Section 3.15 Informal Action by Members. Any action which may be taken at a meeting of the Members, Members owning Boat Storage Lots or Members owning Boatslip Lots may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

ARTICLE 4

BOARD OF DIRECTORS

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

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

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

<u>Name</u>	<u>Address</u>
Stephen M. Schreiner	400 South Tryon St., Suite 1300 Charlotte, North Carolina 28201
R. Wayne McGee	400 South Tryon St., Suite 1300 Charlotte, North Carolina 28201
Susan Sapperfield	400 South Tryon St., Suite 1300 Charlotte, North Carolina 28201

Section 4.3 Nomination. Subject to Section 4.1, nominations for the first election of the Board of Directors shall be made from the floor at a meeting of the Members. After such first election of directors, nominations for election to the Board of Directors shall be made by a Nominating Committee. Subject to Section 4.1, nominations may also be made from the floor at the annual meeting. Subject to Section 4.1, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to the annual meeting following the first election of directors and each annual meeting of the Members thereafter, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Nominating Committee shall

make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4.4 Election. Except as otherwise provided herein, the Board of Directors shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation, these Bylaws and the Declaration. Subject to the terms of this Article 4, the persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

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

Section 4.6 Removal. Subject to **Section 4.1**, any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, such director's successor shall be selected by the remaining members of the Board and shall save for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the remaining members of the Board. Provided, however, Boatslip Lot Owner directors shall complete the terms of Boatslip Lot Owner directors, Boat Storage Lot Owner directors shall complete the terms of Boat Storage Lot director and non-Boatslip Lot Owner directors shall complete the terms of non-Boatslip Lot Owner directors.

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



ARTICLE 5

MEETINGS OF DIRECTORS

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

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

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

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

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

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

ARTICLE 6

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Powers. The Board of Directors, for the benefit of the Members, shall have the following specific powers and rights (without-limitation of other powers and rights the Board may have):

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

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

(c) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) To employ a manager, an independent contractor, or such other employee as they deem necessary, and prescribe their duties;

(f) To grant all necessary easements and rights-of-way upon, over, under and across the Common Areas when it deems such action to be necessary and appropriate, including, but not limited to, easements for the installation and maintenance of electrical telephone, cablevision, water, sanitary sewer and other utilities or drainage facilities, provided, however, until such time as Declarant no longer owns any portion of the Property, the Board may not grant such an easement or right-of-way without the prior written approval of Declarant.

(g) To appoint and remove all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient;

(h) To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters relating to the Common Areas and/or the Association;

(i) To enter into agreements or contracts with builders regarding the construction of Improvements on Lots located in the Development, and to require that all Owners building Improvements on Lots use only a Featured Builder;

(j) To retain the services of legal, accounting and other professional firms;

(k) To employ or retain the services of architects or other qualified persons to serve on or advise the Architectural Control Committee and/or the Architectural Changes Committee;

(l) To maintain contingency reserves for the purposes set forth in the Declaration;

(m) To enforce the provisions of the Declaration and any Additional or Supplementary Declaration and any rules or regulations made hereunder or thereunder;

(n) To levy assessments as more particularly set forth in the Declaration; and

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

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

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

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

(c) As more fully provided in the Declaration:

(1) To fix the amount of the assessments;

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

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

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

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

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

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

(h) Until accepted for maintenance by the Oconee County Public Works Department or other governmental authority, to own and maintain or cause to be maintained the Roadways (including any swales and medians) to the standard of maintenance (if one is ascertainable) which would be required by the Oconee County Public Works Department or other governmental authority, as the case may be, before it would accept such Roadways for maintenance;

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

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

ARTICLE 7 OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

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

President

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

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE 8

COMMITTEES

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

ARTICLE 9

BOOKS AND RECORDS

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

ARTICLE 10

ASSESSMENTS

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

ARTICLE 11

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words WATERSIDE CROSSING OWNERS ASSOCIATION, INC.

ARTICLE 12

AMENDMENTS

Section 12.1 Subject to the limitations hereinafter contained, the Articles of Incorporation and these Bylaws may be amended or modified at any time by a vote of no less than a majority of all votes entitled to be cast by the Members, which vote is taken at a duly held meeting of the Members at which a quorum is present, all in accordance with these Bylaws. Provided, however, if a majority of all votes entitled to be cast by the Members cannot be obtained at such a meeting, then the Articles of Incorporation and these Bylaws may be amended by obtaining the vote of a majority of all votes present at a duly held meeting of the Members at which a quorum is present and by, within ninety (90) days of such vote, obtaining written consent to such amendment by Members

holding a sufficient number of votes to comprise, along with such voting Members, a majority of all votes entitled to be cast by the Members. Further provided, that any amendment or modification to the Articles of Incorporation and these Bylaws must be consented to by Declarant so long as Declarant is the Owner of any Lot or other portion of the Property which consent Declarant may grant or withhold in its sole discretion. In addition, Declarant, without obtaining the approval of any other Member or any other Owner or Owners, may make amendments or modifications to the Articles of Incorporation and these Bylaws which either: (a) are correctional in nature only and do not involve a change which material adversely affects the rights, duties or obligations specified herein or therein or (b) apply only to the portions of the Property then owned by Declarant. Any amendment or modification effected pursuant to this Section 12.1 shall become effective with respect to these Bylaws when an instrument is filed of record in the Office of the Clerk of Court for Oconee County, South Carolina, provided, however, such an amendment or modification in lieu of being executed by the Members voting for such amendment or modification, may contain a certification of the Secretary of the Association stating that the amendment or modification has been voted on and approved by the requisite number of votes of the Members, as provided in this Section 12.1, and when with respect to the Articles of Incorporation any amendment or modification is filed of record in the Office of the North Carolina Secretary of State.

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

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

ARTICLE 13

MISCELLANEOUS

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

ARTICLE 14

INDEMNIFICATION OF DIRECTORS AND OFFICERS

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

incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

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

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

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

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

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

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

EXHIBIT C

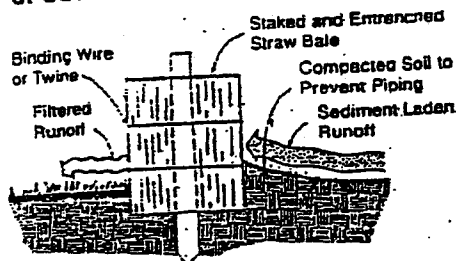
EROSION CONTROL PRACTICES

[SEE ATTACHED]

Commonly Used Erosion Controls

Straw Bale Fences

Figure 1—Cross Section of Straw Bale Installation



Source: Michigan Soil Erosion and Sedimentation Control Guidebook, 1975.

Figure 2—How to Install a Straw Bale Fence

1. Excavate a 4" deep trench.



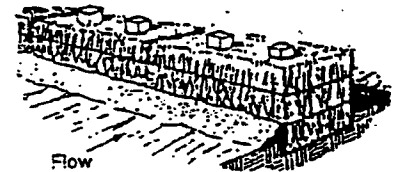
3. Anchor bales using two steel re-bars or 2" x 2" wood stakes per bale. Drive stakes into the ground at least 8".



2. Place bales in trench with bindings around sides away from the ground. Leave no gaps between bales.

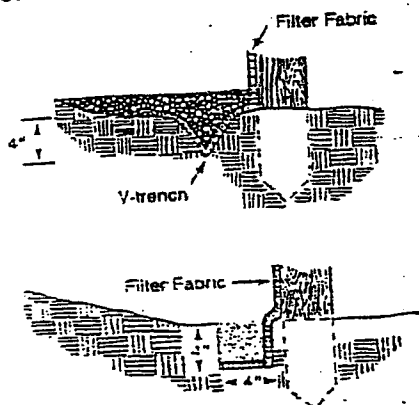


4. Backfill and compact the excavated soil.



Silt Fences

Figure 3—Cross Sections of Trenches for Silt Fences



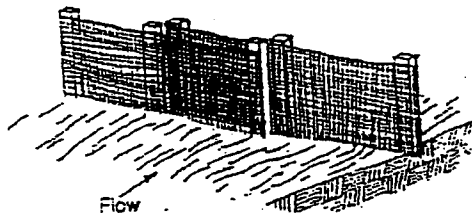
Source: North Carolina Erosion and Sediment Control Planning and Design Manual, 1978.

Figure 4—How to Install a Silt Fence

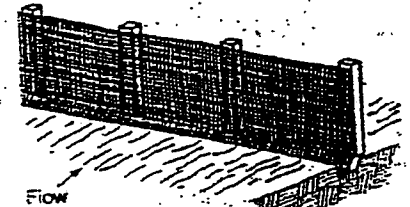
1. Excavate a 4" x 4" trench along the contour.



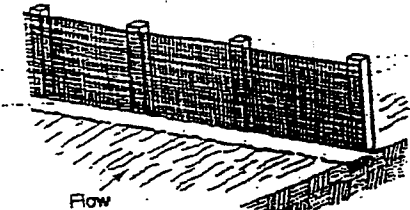
3. When joints are necessary, overlap ends for the distance between two stakes.



2. Stake the silt fence on downslope side of trench. Extend 8" of fabric into the trench.



4. Backfill and compact the excavated soil.



Gravel Entrance

1. Install as soon as possible after start of grading.
2. Use 2 to 3 inch aggregate stone.
3. Drive must be at least 7 feet wide and 50 feet long or the distance to the foundation, whichever is less.
4. Repeice as needed to maintain 6 inch depth.

Figure 5—How to Install a Gravel Entrance

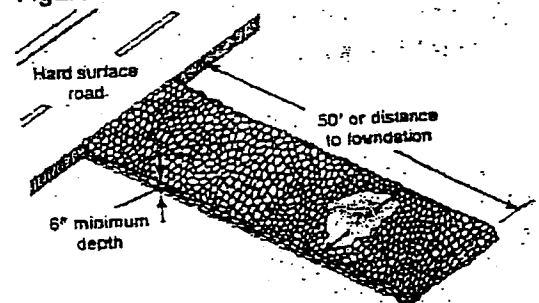


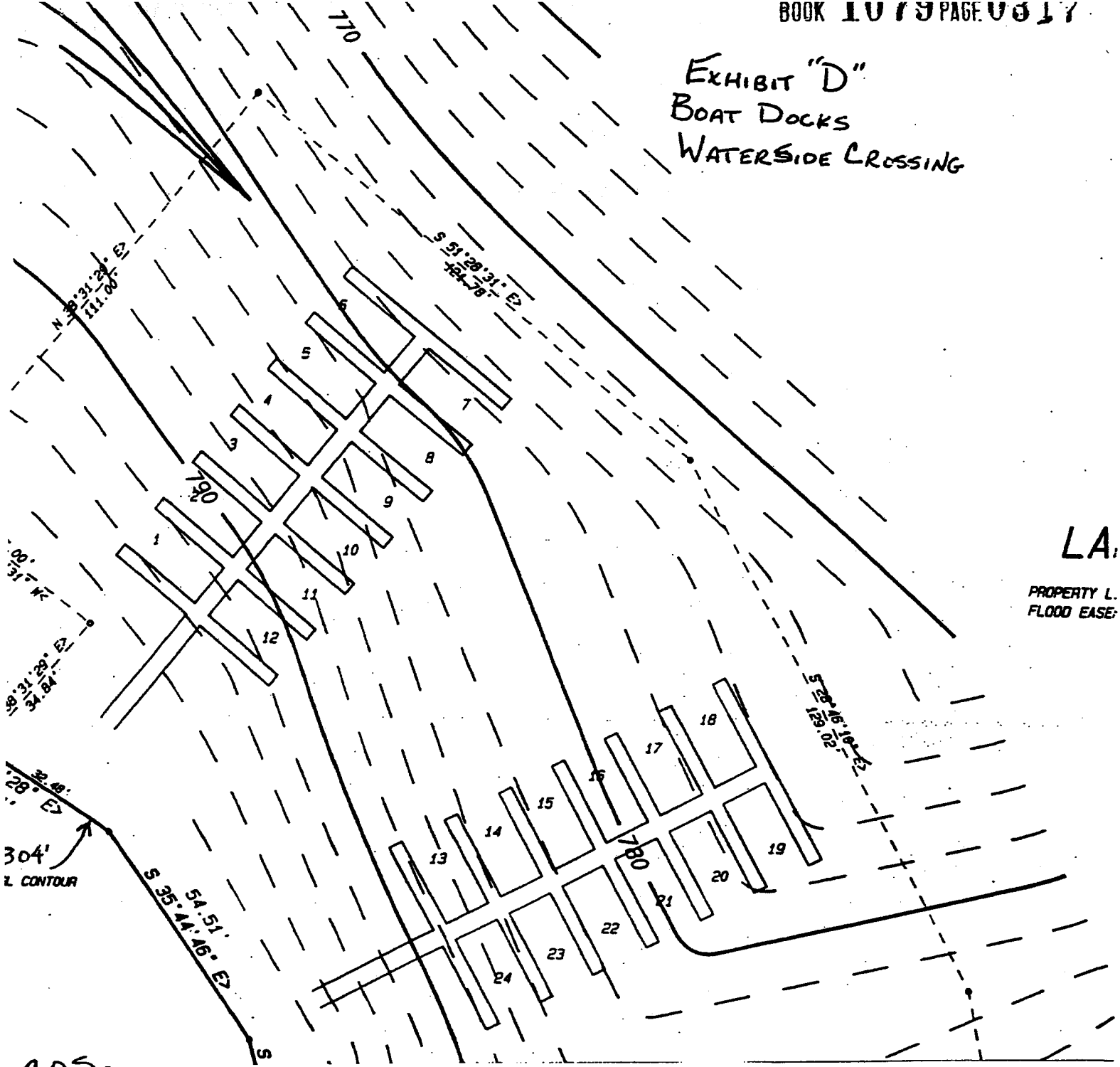


EXHIBIT D

BOATSLIP AREA

[SEE ATTACHED]

EXHIBIT "D"
BOAT DOCKS
WATERSIDE CROSSING



LA

PROPERTY L.
FLOOD EASE

 THE
LAKE COMPANY
LAKE KEOWEE, SC

FILED COONEE, SC
SALLIE C. SMITH
CLERK OF COURT

EXHIBIT E

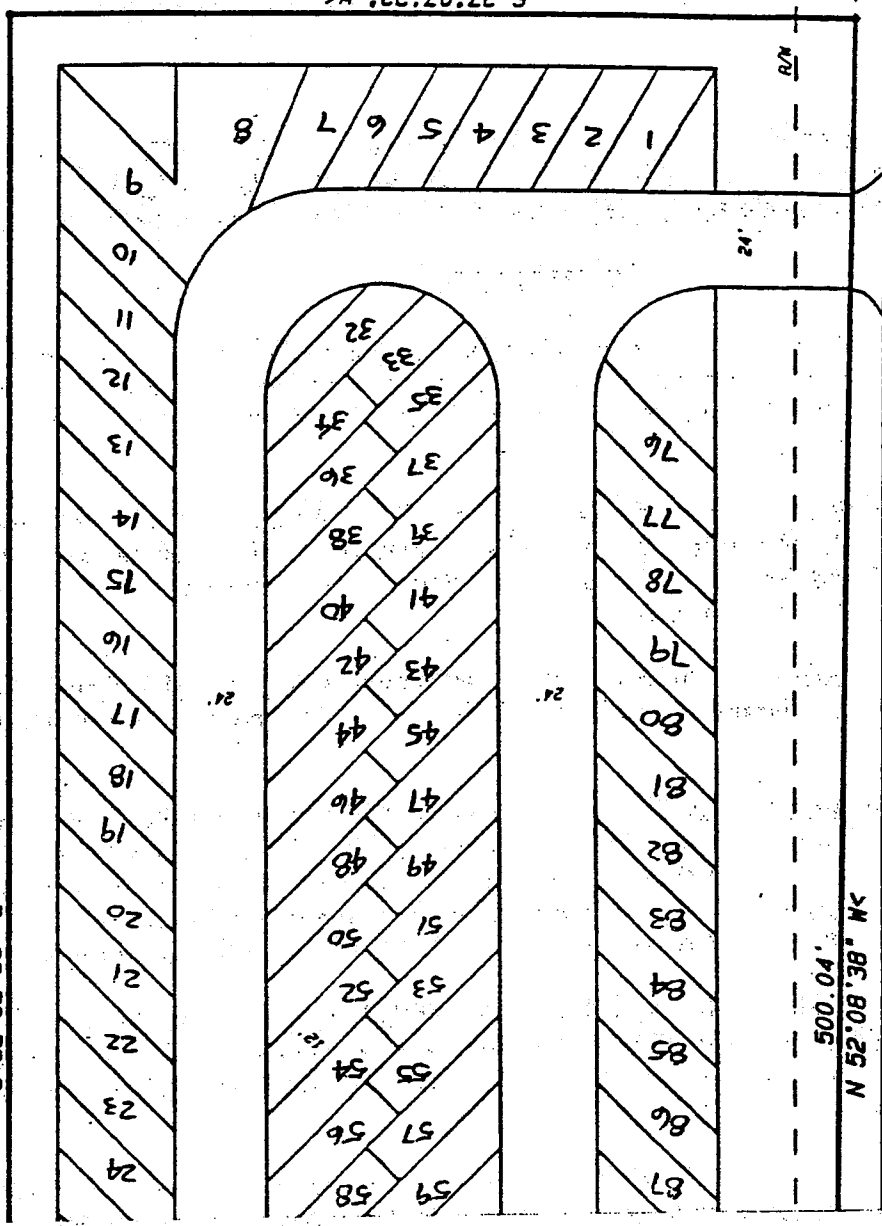
BOAT STORAGE AREA

200 MAR 28 PM 4:26

[SEE ATTACHED]



EXHIBIT E
WATER SIDE CROSSING
BOAT STORAGE
1" = 50'



S 37.07.22' W
214.79'

858.44'

R/W

24'

24'

500.04'

N 52'08'38" W

7/3 FROM C/L
- 33' R/W -

S-37-201

200 MAR 28 PM 4: 26

FILED OCONNOR, SC
SALLE C. SMITH
CLERK OF COURT

EVILLE

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-51 PG. 158

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
WATERSIDE CROSSING

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Supplement") is made this 8th day of Sept., 2000, by CRESCENT COMMUNITIES S.C., INC., a South Carolina corporation (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Oconee County, South Carolina, which is more particularly described on that certain map recorded in Plat Book A115, Pages 1-4 in the Office of the Register of Deeds of Oconee County, South Carolina (the "Phase II Property"); and

WHEREAS, the Phase II Property is a portion of the "Additional Land," as that term is defined in that certain Declaration of Covenants, Conditions and Restrictions - WaterSide Crossing recorded in Deed Book 1079, Page 243, Office of the Register of Deeds of Oconee County, South Carolina (the "Declaration"); and

WHEREAS, all capitalized terms in this Supplement shall have the same meaning as capitalized terms in the Declaration, unless the context of this Supplement requires otherwise; and

WHEREAS, pursuant to Article II, Section 2 of the Declaration, Declarant may cause "Additional Property" be made subject to the terms and scheme of the Declaration by filing one or more Supplement(s) in the Office of the Register of Deeds of Oconee County which Supplement(s) may contain such complimentary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property; and

WHEREAS, Declarant desires to bring the Phase II Property within the coverage of the Declaration and to make complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character of the Phase II Property; and

WHEREAS, Declarant will convey said lots in the Phase II Property subject to the restrictions, covenants and easements as set forth in the Declaration, as supplemented by this Supplement, and which shall run with the title to said property and be binding on all parties having any right, title or interest therein and their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof and to the Declarant and their respective heirs, successors and assigns.

PREPARED BY AND RETURN TO:
Parker, Poe, Adams and Bernstein L.L.P. (WEP, Jr.)
2500 Charlotte Plaza
Charlotte, North Carolina 28244

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2000 SEP 13 P 12:14

NOW, THEREFORE, Declarant hereby declares that the Phase II Property as described hereinabove be held, sold, and conveyed subject to the terms and scheme of the Declaration, as supplemented by this Supplement, which shall run with the title to said property and shall be binding on all parties having any right, title, or interest therein and their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof and to the Declarant and their respective heirs, successors and assigns.

1. Complimentary additions to the Declarations incorporating the Phase II Property. The modifications to the Declaration set forth herein are intended to incorporate the Phase II Property into the specified definitions of the Declarations.

a. Definitions. Article I of the Declaration is hereby amended with the following:

- i. Boat slip Lots. Article I, Section 14 is hereby amended to include those Boat slips located in the Boat Dock Facility(s), within the area shown as "Boat slip Area" on Exhibit "A" attached hereto and incorporated herein by reference.

- ii. Interior Lots. Article I, Section 23 is hereby amended to include Lots 148, 151-157, 186-187 and 200-207.

- iii. Waterfront Lots. Article I, Section 46 is hereby amended to include Lots 149-150, 158-185 and 188-199.

2. Modifications to the Declaration Applicable only to the Phase II Property. The modifications to the Declaration set forth herein are intended to apply only to the Phase II Property and shall not apply to the other property subject to the Declaration or any portion of the Additional Property not included in the Phase II Property.

a. Definitions. Article I of the Declaration is hereby amended with the following:

- i. Common Area. Article I, Section 17 is hereby deleted in its entirety and replaced with the following: "Common Area" or "Common Areas" shall mean and refer to the Amenity Area, Lake Access Areas, Piers, Boat slips, Entrance Monument, Parking Area(s), Boat Storage Area, Street Lights and the Roadways, (including sidewalks, drainage facilities and other improvements located therein) (prior to their acceptance for maintenance by the Oconee County Public Works Department), and any other real property specifically shown and designated on the Map as "Common Open Area," "Common Open Space", "COS" or "COS/Roadway." The Common Areas shall be owned by the Association (except as otherwise provided herein) for the common use, benefit and enjoyment of the Owners. The portion of the Common Area shown and designated on the map as "COS/Roadway" (including sidewalks, drainage facilities and other improvements located therein) shall be maintained by the Association in accordance with the requirements of Article IV, Section 6 and the Owners of the Lots fronting thereon, the heirs, successors and assigns, are hereby granted an easement for access, ingress and egress to their Lots and for the installation and maintenance of any utilities and drainage facilities. Provided, however, and notwithstanding any other provision in this Section 17, or in this Declaration to the contrary, (i) only

the Owners of Boatlip Lots shall be entitled to the exclusive rights applicable to the use, benefit and enjoyment of the Piers and Boatlips, subject to the individual Boatlip Lot Owner's exclusive rights to use specified Boatlips, and (ii) only the Owners of Boat Storage Lots shall be entitled to the use, benefit and enjoyment of the Boat Storage Areas, subject to individual Boat Storage Lot Owner's exclusive rights to use specified Boat Storage Spaces. The Declarant reserves the right, but not the obligation, to provide Common Areas within the Subdivision.

ii. Property. Article I, Section 40 is hereby deleted in its entirety and replaced with the following:

“Property’ shall mean and refer to the property shown on the Map, exclusive of the public rights-of-way (Roadways) as shown on the Map, which Property includes the Lots, Common Areas, and Private Roads as defined herein and as more particularly shown on the Map.”

iii. Roadways. Article I, Section 41 is hereby deleted in its entirety and replaced with the following:

“Roadways’ shall mean and refer to all roads and cul-de-sacs in the Subdivision (except Private Roads) as shown on the Map, all to be maintained by the Association as more particularly set forth in Article IV, Section 6 of this Declaration until accepted for dedication and public maintenance by the Oconee County Public Works Department or other governmental entity.”

iv. Private Road Easements. Article I is hereby amended to include the following definition:

“Private Road Easements’ shall mean and refer to the non-exclusive, perpetual easements fifteen (15) feet to thirty-five (35) feet in width and identified on the Map as “Private Road Easements,” which have established over portions of Lots 166-175 and 196-202 for the benefit of the Private Road Lot Owners, their heirs, successors and assigns for access, ingress and egress to and from the Private Road Lots. The Private Road Easements are also reserved unto the Declarant and the Association, their successors and assigns for access, ingress and egress to the Private Road Lots, for the installation and maintenance of the Private Roads, and for the installation and maintenance of any utilities and drainage facilities.

v. Private Roads. Article I is hereby amended to include the following definition:

“Private Roads’ shall mean and refer to those certain roads specifically shown and designated on the Map as a ‘Private Road’

which will provide access to each of the Private Road Lots upon completion, and will be dedicated to the Owners of the Private Road Lots, all to be maintained by the Owners of the Private Road Lots as addressed in Article VIII, Section 28.”

vi. Private Road Lots. Article I is hereby amended to include the following definition:

“Private Road Lots’ shall mean and refer to Lots 166-175 and 196-201.”

b. Property Rights. Article III of the Declaration is hereby amended with the following:

i. Ownership Rights of Private Roads. Article III, Section 1 is hereby amended by deleting the last sentence in its entirety and replacing it with the following:

“Notwithstanding the recordation of the Map or any other action by Declarant or the Association, all Common Areas and the Private Roads shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public (with the exception of the Roadways, which shall eventually be accepted for public dedication and maintenance by the Oconee County Public Works Department or other governmental entity). Furthermore, the Private Road Easements over and upon portions of the Private Road Lots are for the sole benefit and use of the Owners of the Private Road Lots, as provide in Article III, Section 4 and Article VIII, Section 28 of this Declaration, and are not Common Area.

ii. Rights in Public and Private Roads. Article III is hereby amended by adding the following section:

“Section 4. Rights in Roadways, Private Road Easements and Private Roads. Each Private Road Lot Owner, the Declarant and the Association, their successors and assigns, shall have and are hereby granted the perpetual, exclusive right to use the Private Road Easements and Private Roads within the Private Road Easements, for the purpose of pedestrian and vehicular access, ingress, egress and regress to and from each Private Road Lot and the Common Areas, for installation and maintenance of the Private Roads, drainage facilities and other utilities to serve the Private Road Lots.

Each Owner, the Declarant and the Association shall further have and are hereby granted a perpetual, non-exclusive right, in common with the general public, to use the Roadways for the purpose of providing access to and from each Lot and the Common Areas.

Declarant, the Association or individual Private Road Lot Owners shall be responsible for petitioning the Oconee County Public Works Department to accept the Roadways for public maintenance at the appropriate time. Notwithstanding the foregoing, Declarant shall have the right, but not the obligation, to maintain the Roadways at its cost and expense prior to acceptance for public maintenance by the Oconee County Public Works Department, as described in the Declaration.

Notwithstanding the foregoing, the rights granted in this Section to Private Road Lot Owners shall only extend and apply to the Private Road(s) fronting the respective Private Road Lot. ”

c. Maintenance of Private Roads. Article IV, Section 6 of the Declaration is hereby amended with the following:

i) The first paragraph is amended by adding the following to the end of the paragraph:

“Maintenance of the Private Roads shall be performed by Declarant until January 1, 2001, and thereafter maintenance of the Private Roads shall be the sole responsibility of the Private Road Lot Owners (enforceable by any Private Road Lot Owner). Provided, however, in accordance with Article XV, Section 1 of this Declaration, Declarant hereby reserves the right and easement, but not the obligation, to go upon any portion of the Private Roads at any time in order to repair and maintain such Private Roads where needed, in Declarant’s sole discretion, to bring such Private Roads within the standards required by Declarant. Should Declarant so go upon the Private Roads to perform maintenance and repairs for such purpose, each Private Road Lot Owner shall be obligated to the Declarant for his or her shall of all related costs of such maintenance and repairs incurred by Declarant.”

(ii) Subsection (d) of the Second paragraph is amended by adding after the word “Boatslips” in the third line the words “COS/Roadway”.

(ii) The second paragraph is further amended by adding the following subparagraph:

“(j) The Association shall not be responsible for the maintenance of any Private Road. The Private Roads located within the Private Road Easements which will serve the Private Road Lots shall be maintained by the Private Road Lot Owners. Such maintenance shall include cleaning, maintaining, repairing, reconstruction and replacing (if destroyed), when necessary, the Private Roads, and such maintenance practices shall conform to the same standards of maintenance which would be required by the Oconee County Public Works Department or other governmental entity for that of public roads, as more particularly set forth in Article VIII, Section 28 of the Declaration. Provided, however, the Association reserves

the right, but not the obligation, to go upon any portion of the Private Roads at any time in order to repair and maintain the Private Roads as more particularly set forth in Article VIII, Section 28.

d. Construction of Private Roads. Article IV of the Declaration is hereby amended by adding the following section:

“Section 12. Private Roads. Declarant shall have the exclusive right to construct the Private Roads within the Private Road Easements, in the approximate location shown on the Map, as well as any additional Private Roads which may be added to the Development in the future pursuant to the provisions of Article II, Section 2 of the Declaration. The Private Roads and the Private Road Easements shall be maintained and repaired by the Private Road Lot Owners as more particularly set forth in Article VIII, Section 28. No structures, planting or other materials shall be place or permitted to remain which may damage or interfere with the installation and maintenance of the Private Roads or other utilities or drainage facilities located therein.”

e. Assessments. Article V of the Declaration is hereby amended with the following:

i. Annual Assessment. Article V, Section 3 is hereby amended by deleting the first sentence in its entirety and replacing it with the following:

“Annual Assessments provided for herein shall commence as to each Lot on January 1, 2001. The Annual Assessment for the calendar year beginning January 1, 2001, and ending December 31, 2001 shall be Six Hundred Fifty Dollars (\$650.00) per Lot.”

ii. Individual Assessments. Article V, Section 6 is hereby amended by adding the following to the end of the first sentence:

“; or (iii) for the purpose of paying for the costs incurred by the Association in exercising its rights set forth in Article VIII, Section 28 relating to the maintenance and repair of Private Roads (such assessments shall only be levied against Private Road Lot Owners).”

f. Restrictions relating to Private Roads. Article VIII of the Declaration is hereby amended by adding the following section:

“Section 28. Maintenance of the Private Roads. The Private Roads shall be maintained and periodically repaired, as needed, by the Owners of the Private Road Lots. The Private Road Lot Owners shall meet from time to time to agree upon service work to be performed on the Private Roads. Any Private Road Lot Owner may call a meeting by mailing written notice to each Private Road Lot Owner’s residence at least thirty (30) days prior to the meeting which notice specifies that a vote may be taken regarding maintenance and repair of each of the Private Roads. Failure to notify

every Private Road Lot Owner of the meeting in the manner prescribed above shall invalidate any vote taken at such meeting unless all Private Road Lot Owners attended the meeting in person or by proxy. A validly called meeting may be conducted by telephone or other convenient method. There shall be one vote appurtenant to each Private Road Lot owned and any repair or maintenance of the Private Roads which is approved by a majority of the votes cast, in person or by proxy, at a validly called meeting shall be considered "Approved Maintenance." The cost of all Approved Maintenance shall be divided equally among the Private Road Lot Owners in proportion to the number of Lots which each of the Private Road Lot Owners own.

Each Private Road Lot Owner shall be obligated for its share of the cost of all Approved Maintenance, the payment of which is enforceable by any Private Road Lot Owner. A lien is hereby established on the Private Road Lots for the purpose of enforcing the obligations of any Private Road Lot Owner who fails to pay that Private Road Lot Owner's share of the cost of the Approved Maintenance of such Private Road(s). If a Private Road Lot Owner fails to pay his or her share of the costs of the Approved Maintenance, the defaulting Private Road Lot Owner shall pay interest accruing thereon at the lower of: (i) eighteen percent (18%) per annum or; (ii) the maximum rate allowed by law. Additionally, if any Private Road Lot Owner is required to employ an attorney to collect the obligations hereunder from a defaulting Private Road Lot Owner or enforce the lien hereunder against a defaulting Private Road Lot Owner, such Private Road Lot Owner shall be reimbursed by the defaulting Private Road Lot Owner for all reasonable attorney's fees and court costs incurred with respect thereto.

The Association hereby reserves the right and easement, but not the obligation, to go upon any portion of the Private Roads at any time in order to repair and maintain such Private Roads where needed, in the Association's sole discretion, to bring such Private Roads within the standards set forth in Article IV, Section 6. Should the Association so go upon the Private Roads to perform maintenance and repairs for such purpose, each Private Road Lot Owner shall be subject to a Special Individual Assessment as set forth in Article V, Section 6 for all related costs of such maintenance and repairs incurred by the Association.

Except as otherwise expressly set forth herein, the Private Roads may only be used by Owners of Private Road Lots, their families, guests or invites."

g. General Provisions. Article XV, Section 1 is hereby amended to delete the second and third sentences of the second paragraph in their entirety and replace them with the following:

" The Declarant hereby reserves the right and easement, but not the obligation, to go upon any portion of the Common Areas and Private Roads at any time in order to repair and maintain such Common Areas and Private Roads where needed, in Declarant's sole discretion, to bring such Common Areas and Private Roads within the standards required by Declarant. Should Declarant go upon the Common Areas and Private

Roads to perform maintenance and/or repairs for such purpose, the Association hereby agrees to reimburse Declarant in full for the cost of such maintenance and/or repairs, upon receipt of a statement for such costs from Declarant, for maintenance and/or repair of the Common Areas, and the Private Road Lot Owners agree to reimburse Declarant in full for such maintenance and/or repairs of the Private Roads, upon receipt of a statement of such costs from Declarant.”

3. This Supplement shall be deemed to supplement and amend the Declaration. If any provisions of the Declaration are inconsistent with the provisions of this Supplement, then the provisions of this Supplement shall control.

[SIGNATURES ON FOLLOWING PAGE]

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

CRESCENT COMMUNITIES S.C., INC.
a South Carolina corporation (SEAL)

Debbie Bauer
Witness #1

Kay H. Arnette
Witness #2

By: _____
Its: _____

ATTEST: [Signature]
Its: Assistant Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Personally appeared before me, Debbie J. Bauer (First Witness) and made oath that he/she saw the within named Crescent Communities S.C., Inc. by Stephen M. Schreiner its Vice President Sign, Seal, and as the Corporate Act and Deed, deliver the within written instrument; and that he/she with Kay H. Arnette (Second Witness) witnessed the execution thereof and saw the corporate seal thereto affixed.

Sworn to before me this eight
day of September A.D. 2000.

Debbie Bauer
First Witness

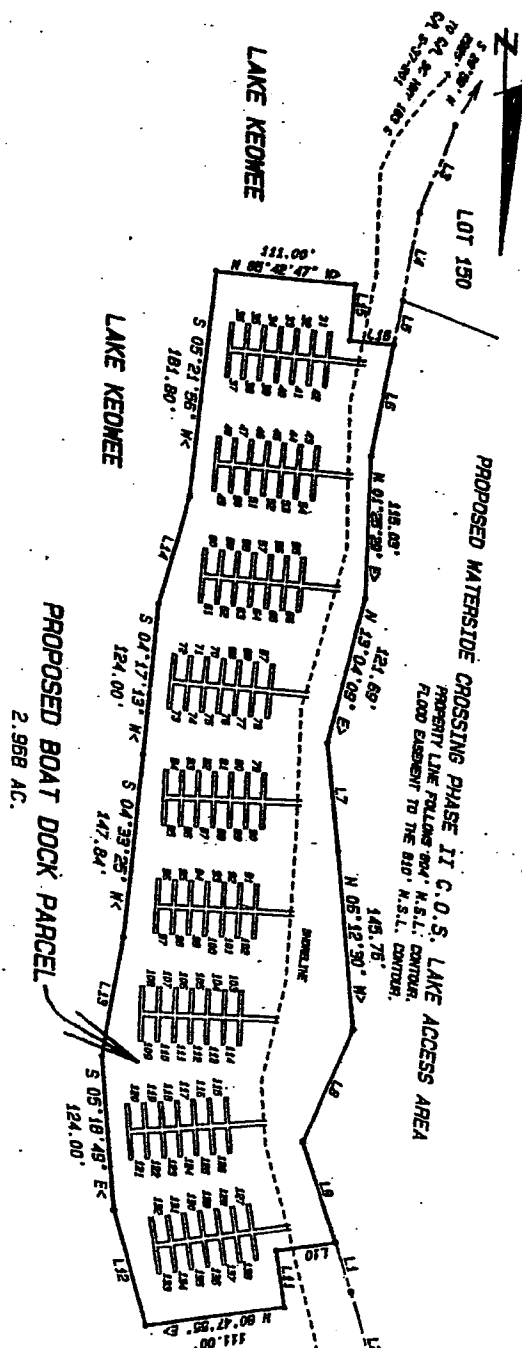
Kay H. Arnette (L.S.)
Notary Public for North Carolina
My Commission Expires 06-28-2004

[NOTARY SEAL]

EXHIBIT "A" BOATSLIP AREA



REF. NORTH WATERSIDE CROSSING SUB. PLAT



LINE	BEARINGS	DISTANCE
L1	N 19° 08' 11" N	40.67
L2	N 16° 16' 05" E	89.69
L3	N 08° 06' 52" E	76.23
L4	N 07° 06' 52" E	73.85
L5	N 10° 00' 40" E	36.39
L6	N 10° 00' 40" E	90.46
L7	N 06° 58' 21" N	67.56
L8	N 23° 01' 47" E	88.85
L9	N 19° 08' 11" N	84.29
L10	N 09° 47' 59" E	47.80
L11	N 09° 12' 05" N	45.00
L12	S 16° 01' 34" E	84.57
L13	S 08° 30' 27" N	88.07
L14	S 14° 48' 30" N	89.89
L15	N 04° 17' 13" E	45.00
L16	N 05° 42' 47" N	36.19

ACREAGE - 2.968

DATE: SEPTEMBER 11, 2000

STATE OF SOUTH CAROLINA

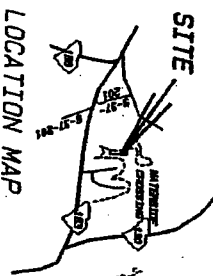
COUNTY OF OCONEE

TOWNSHIP OF KEOWEE

SCALE: 1" = 100'

CRESCENT COMMUNITIES
S. C. INC.

PROPOSED BOAT DOCK AREA
WATERSIDE CROSSING PHASE II
REF. D.B. 9-V/11-12, 9-L\110, 268
REF. DIKE POWER CO. 'K' MAPS
P/O TRP# 136-00-03-002



NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & R/W'S OF RECORD.



Gregory Blake Sosebee
9-11-00

GREGORY BLAKE SOSEBEE P.L.S.# 14818
P.O. BOX 275 SENECA, S.C. 29679-0275
TELEPHONE (864) 882-0024

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.

THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

PROJECT - MCDUCKS J0800-99878-1-0

 THE
LAKE COMPANY
LAKE KEOWEE, SC

PREPARED BY AND RETURN TO:
Nancy L. Olah, Esq.
Parker, Poe, Adams & Bernstein, L.L.P.
Three Wachovia Center
401 South Tryon Street, Suite 3000
Charlotte, North Carolina 28202



STATE OF SOUTH CAROLINA

**SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS - WATERSIDE
CROSSING PHASE V**

COUNTY OF OCONEE

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WATERSIDE CROSSING PHASE V (the "Phase V Supplemental Declaration") is made as of this 11th day of July, 2002, by CRESCENT COMMUNITIES S.C., LLC, a Delaware limited liability company ("Declarant").

RECITALS:

Declarant is the owner of certain real property located in Oconee County, South Carolina, which is more particularly described on that certain map recorded in Plat Book _____, Pages _____ in the Office of the Register of Deeds of Oconee County, South Carolina (the "Phase V Property").

The Phase V Property is a portion of the "Additional Property," as that term is defined in the Declaration of Covenants, Conditions and Restrictions - WaterSide Crossing recorded in Deed Book 1079, Page 243, Office of the Register of Deeds of Oconee County, South Carolina, as amended by (i) Supplement to the Declaration of Covenants, Conditions and Restrictions - WaterSide Crossing recorded in Book 1107, Page 79 in the Office of the Register of Deeds of Oconee County and (ii) Amendment to Declaration of Covenants, Conditions and Restrictions - WaterSide Crossing recorded in Book 1182, Page 109 in the Office of the Register of Deeds of Oconee County (as amended, the "Declaration").

Pursuant to Article II, Section 2 of the Declaration, Declarant may subject Additional Property to the terms and scheme of the Declaration by filing one or more Supplemental Declaration(s) in the Office of the Register of Deeds of Oconee County, which Supplemental Declaration(s) may contain such complimentary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property.

All capitalized terms in this Phase V Supplemental Declaration shall have the same meaning as capitalized terms in the Declaration, unless the context of this Phase V Supplemental Declaration requires otherwise.

Declarant desires to bring the Phase V Property within the coverage of the Declaration and to make complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character of the Phase V Property, as hereinafter provided in this Phase V Supplemental Declaration.

THEREFORE, Declarant hereby declares that the Phase V Property be held, sold, and conveyed subject to the terms and scheme of the Declaration, as supplemented by this Phase V Supplemental Declaration, which shall run with the title to the Phase V Property and any part thereof and which shall be binding on all parties having any right, title, or interest therein and their heirs, successors, and assigns, and which shall inure to the benefit of each Owner, and their respective heirs, successors and assigns, and to Declarant, its successors and assigns.

1. Complimentary Additions to the Declaration to Incorporate the Phase V Property. The modifications to the Declaration set forth herein are intended to incorporate the Phase V Property into the following definitions set forth in the Declarations.

(a) Definitions. Article I of the Declaration is amended as follows:

- i. Interior Lots. Article I, Section 23 is amended to include Lots 247-248 and 254-255.
- ii. Waterfront Lots. Article I, Section 46 is amended to include Lots 239-246 and 249-253.
- iii. Private Road Easements. Article I, Section 47 is amended to include Lots 241-246.
- iv. Private Road Lots. Article I, Section 49 is amended to include Lots 241-246.

(b) Annual Assessments. Article V, Section 3 is amended by adding the following sentence:

"Annual Assessments shall commence as to each Lot in Phase V on July 1, 2003."

2. Modifications to the Declaration Applicable only to the Phase V Property. The following modifications to the Declaration are intended to apply only to the Phase V Property and shall not apply to the other Property subject to the Declaration or any portion of the Additional Property not included in the Phase V Property.

(a) Definitions. Article I of the Declaration is hereby amended with the following:

- i. Joint Pier Lot. Article I is amended to include the following new Section 50:

"Section 50. 'Joint Pier Lot' shall mean and refer to a Waterfront Lot that does not have a Pier Zone dedicated specifically to that Lot, due to the narrowness of the cove or other terrain features, but shares a Pier Zone with one or more other Waterfront Lot(s). The Joint Pier Lots are (a) Lot 246 and (b) Lot 249."

- ii. Joint Pier Zone. Article I is amended to include the following new Section 51:

"Section 51. 'Joint Pier Zone' shall mean and refer to those portions of the Joint Pier Lots designated as "Joint Pier Zone" (or a similar term) on the Map. Joint Pier Lots 246 and 249 shall share a Joint Pier Zone."

- iii. Joint Pier Improvements. Article I is amended to include the following new Section 52:

"Section 52. 'Joint Pier Improvements' shall mean and refer to those certain Improvements constructed by Declarant in the Joint Pier Zone. Upon completion of construction, the Joint Pier Improvements will be dedicated to and the applicable Joint Pier Lot Owners and maintained by the applicable Joint Pier Lot Owners as set forth in Article VIII, Section 29 of this Declaration."

Water Access Easement. Article I is hereby amended to include the following new Section 53:

"Section 53. 'Water Access Easement' shall mean and refer to the non-exclusive, perpetual easement identified on the Map as "Ingress, Egress Utility Easement," which has been established over portions of Lots 236A, 237A and 238A for the benefit of the Water Access Lot Owners, their heirs, successors and assigns for parking of automobiles. The Water Access Easement is also reserved unto Declarant and the Association, their successors and assigns for the installation and maintenance of the Water Access Parking Area (as defined below).

v. Water Access Lot. Article I is hereby amended to include the following new Section 54:

"Section 54. 'Water Access Lot' shall mean and refer to the following: (a) Lots 236 and 236A, (b) Lots 237 and 237A, and (c) Lots 238 and 238A, each of which shall be considered a single Lot for purposes of voting and Assessments."

vi. Water Access Parking Area. Article I is hereby amended to include the following new Section 55:

"Section 55. 'Water Access Parking Area' shall mean and refer to those certain parking spaces which shall provide access, ingress, egress, and regress for each of the Water Access Lot Owners upon completion, and which shall be dedicated to the Owners of the Water Access Lots, and maintained by the Owners of the Water Access Lots as addressed in Article VIII, Section 30 of this Declaration."

(b) Maintenance of Private Roads. Article IV, Section 6 of the Declaration is hereby amended by deleting the first paragraph in its entirety and replacing it with the following:

"Prior to their acceptance for public maintenance, the Association shall maintain the Roadways, provided that Declarant, in its sole discretion has the right to reimburse the Association for maintenance costs until the Oconee County Public Works Department or other governmental entity accepts the Roadways for maintenance. Such maintenance shall include repair and reconstruction, when necessary. Maintenance of the Roadways shall conform to the standard of maintenance (if one is ascertainable), which would be required by the Oconee County Public Works Department or other governmental entity before it will accept such Roadways for maintenance. Declarant shall maintain the Private Roads in Phase II until January 1, 2001 and the Private Roads in Phase V until January 1, 2004. After these dates, maintenance of the Private Roads shall be the sole responsibility of the Private Road Lot Owners (enforceable by any Private Road Lot Owner). Provided, however, in accordance with Article XV, Section 1 of this Declaration, Declarant hereby reserves the right and easement, but not the obligation, to go upon any portion of the Private Roads at any time in order to repair and maintain such Private Roads where needed, in Declarant's sole discretion, to bring such Private Roads within the standards required by Declarant. If Declarant goes upon the Private Roads to perform maintenance and repairs for such purpose, each Private Road Lot Owner shall be obligated to

Declarant for his or her share of all costs for maintenance and repairs incurred by Declarant."

- (c) Construction of Water Access Parking Lot. Article IV of the Declaration is hereby amended by adding the following Section 13:

"Section 13. Water Access Parking Area. Declarant shall have the exclusive right to construct the Water Access Parking Area within the Water Access Easement, in the approximate location shown on the Map. The Water Access Parking Area and the Water Access Easement shall be collectively maintained and repaired by the Water Access Lot Owners, as more particularly set forth in Article VIII, Section 30. No structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, maintenance and repair of the Water Access Parking Area. The Water Access Lot Owners shall be jointly and severally responsible for keeping the Water Access Parking Area in good repair and maintaining it to the standard set forth in Article VIII, Section 30."

- (d) Restrictions. Article VIII of the Declaration is hereby amended with the following:

- i. Maintenance of Joint Pier Improvements. Article VIII of the Declaration is hereby amended to include the following new Section 29.

"Section 29. Maintenance of Joint Pier Improvements. All Joint Pier Improvements shall be maintained and periodically repaired, as needed, by the appropriate Joint Pier Lot Owners. The Joint Pier Lot Owners shall periodically meet to agree upon any necessary repair or service work to be performed on the Joint Pier Improvements in their respective Joint Pier Zone. In the event that the Joint Pier Lot Owners disagree on the maintenance or repairs to be performed to the Joint Pier Improvements, any Joint Pier Lot Owner may petition the Board of the Association to resolve the dispute, and all applicable Joint Pier Lot Owners agree to be bound by the Board's decision. Each Joint Pier Lot Owner shall be obligated for its respective share of the cost of repair and/or maintenance, as determined by the Board's decision. A lien is hereby established on the Joint Pier Lots for the purpose of enforcing the obligations of any Joint Pier Lot Owner who fails or refuses to pay that Joint Pier Lot Owner's share of the cost of repair and/or maintenance, as determined by the Board's decision. If any Joint Pier Lot Owner fails to pay his/her share of the costs of such approved maintenance and/or repair, the defaulting Joint Pier Lot Owner shall pay interest accruing thereon at the lower of: (i) eighteen percent (18%) per annum; or (ii) the maximum rate allowed by law. In addition, if any Joint Pier Lot Owner is required to employ an attorney to collect the obligations from a defaulting Joint Pier Lot Owner or enforce the lien against the Joint Pier Lot of the defaulting Joint Pier Lot Owner, as established by this provision, such Joint Pier Lot Owner shall be reimbursed by the defaulting Joint Pier Lot Owner(s) for all reasonable attorneys' fees and court costs incurred with respect thereto.

Except as otherwise expressly set forth herein, only the applicable Joint Pier Lot Owners, their families, guests or invitees may use Joint Pier Improvements.

The Joint Pier Lot Owners shall each maintain casualty and liability insurance with respect to the applicable Joint Pier Improvements, in amounts at least equal to the replacement cost of the Joint Pier Improvements. The amount of liability coverage shall be such amount as reasonable and customary for similar facilities. Upon the request of any Joint Pier Lot Owner, the other Joint Pier Lot Owner(s) shall furnish evidence of such coverage; provided, however, at their option, any such insurance may be maintained by the Joint Pier Lot Owners as a single policy, with the cost thereof to be shared equally."

- ii. Maintenance of Water Access Parking Area. Article VIII of the Declaration is amended by adding the following new Section 30:

"Section 30. Maintenance of the Water Access Parking Area. The Water Access Parking Area shall be maintained and periodically repaired, as needed, by the Owners of the Water Access Lots. The Water Access Lot Owners shall meet, from time to time, to agree upon service work to be performed on the Water Access Parking Area. Any Water Access Lot Owner may call a meeting by mailing written notice to each Water Access Lot Owner's residence at least thirty (30) days prior to the meeting which notice specifies that a vote may be taken regarding maintenance and repair of the Water Access Parking Area. Failure to notify every Water Access Lot Owner of the meeting in the manner prescribed above shall invalidate any vote taken at such meeting unless all Water Access Lot Owners attended the meeting in person or by proxy. A validly called meeting may be conducted by telephone or other convenient method. There shall be one vote appurtenant to each Water Access Lot owned and any repair or maintenance of the Water Access Parking Area which is approved by a majority of the votes cast, in person or by proxy, at a validly called meeting shall be considered "Approved Maintenance." The cost of all Approved Maintenance shall be divided equally among the Water Access Lot Owners in proportion to the number of Lots which each of the Water Access Lot Owners own.

Each Water Access Lot Owner shall be obligated for its share of the cost of all Approved Maintenance, the payment of which is enforceable by any Water Access Lot Owner. A lien is hereby established on the Water Access Lots for the purpose of enforcing the obligations of any Water Access Lot Owner who fails to pay that Water Access Lot Owner's share of the cost of the Approved Maintenance of the Water Access Parking Area. If a Water Access Lot Owner fails to pay his or her share of the costs of the Approved Maintenance, the defaulting Water Access Lot Owner shall pay interest accruing thereon at the lower of: (i) eighteen percent (18%) per annum or; (ii) the maximum rate allowed by law. In addition, if any Water Access Lot Owner is required to employ an attorney to collect the obligations hereunder from a defaulting Water Access Lot Owner or enforce the lien hereunder against the Water Access Lot of a defaulting Water Access Lot Owner, such Water Access Lot Owner shall be reimbursed by the defaulting Water Access Lot Owner for all reasonable attorney's fees and court costs incurred with respect thereto.

The Association hereby reserves the right and easement, but not the obligation, to go upon any portion of the Water Access Lots at any time in order to repair and maintain the Water Access Parking Area where needed, in the Association's sole discretion, to bring the Water Access Parking

Area within the standards set forth in Article IV, Section 6, Subsection (b). If the Association goes upon the Water Access Parking Area to perform maintenance and repairs for such purpose, each Water Access Lot Owner shall be subject to a Special Individual Assessment as set forth in Article V, Section 6 for all related costs of such maintenance and repairs incurred by the Association.

Except as otherwise expressly set forth herein, the Water Access Parking Area may only be used by Owners of Water Access Lots, their families, guests or invitees."

- (e) Joint Pier Zone Access Easements. Article XIII of the Declaration is amended to include the following new Section 11:

"Section 11. Joint Pier Zone Access Easements. Declarant specifically grants to Declarant, the Association and the Joint Pier Lot Owners, their heirs, successors and assigns, non-exclusive, perpetual easements over the Joint Pier Zone Access Easements reserved over the Joint Pier Lots, in the widths and in the locations shown on the Map, for the purpose of pedestrian access, ingress and egress and the construction and maintenance of the Joint Pier Improvements and landscaping. No structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of any pathway(s) located upon the Joint Pier Zone Access Easements. In addition, no structure or other materials shall be placed or permitted to remain which may interfere with the use of or restrict access to any portion of the Joint Pier Improvements or cause damage to any portion thereof."

3. If any provisions of the Declaration are inconsistent with the provisions of this Phase V Supplemental Declaration, then the provisions of this Phase V Supplemental Declaration shall control. Except as expressly set forth in herein, all other provisions of the Declaration shall remain unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

Debbie Bauer
First Witness

Kay H. Arnette
Second Witness

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

By: [Signature]
Name: Stephen M. Schreiner
Its: Senior Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Personally appeared before me, Debbie J. Bauer (First Witness) and made oath that (s)he saw the within named Crescent Communities S.C., LLC by Stephen M. Schreiner, its Senior Vice President sign, seal, and deliver the within written instrument; and that (s)he with Kay H. Arnette (Second Witness) witnessed the execution thereof.

Sworn to before me this 11th day of July, 2002

Debbie Bauer
(Signature of First Witness)

Kay H. Arnette
Notary Public for North Carolina

My Commission Expires

[SEAL]

THE
LAKE COMPANY
LAKE KEOWEE, SC

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THE
LAKE COMPANY
LAKE KEOWEE, SC