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COPY

STATE OF SOUTH CAROLINA)
) PROTECTIVE COVENANTS
COUNTY OF ANDERSON) CHASEWATER AT WELBORN POINTE

WHEREAS, Main Street Place, LLC, is the owner of Chasewater at Welborn Pointe Subdivision as shown on a plat prepared by Nu-South Surveying, Earl B. O'Brien, Registered Land Surveyor No. 10755, dated the 19th day of November, 1999, which is of record in the Office of the Clerk of Court for Anderson County, South Carolina, in Plat Slide 1137 at Pages 1 & 2, and

WHEREAS, Lots 3 through 41, inclusive, as shown on the above mentioned plat, known as Chasewater at Welborn Pointe Subdivision, are intended for development for residential purposes only, and

WHEREAS, it is the desire and intent of the undersigned to sell the above referenced real estate and enforce upon it certain mutual beneficial restrictions, conditions, easements, covenants, agreements, and charges under a general plan or scheme of improvement for the benefit of all said lots,

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of the land shown upon said plat, the undersigned do hereby impose the following Protective Covenants, all of which are declared to be in furtherance of a plan for the subdivision, improvement and sale of real property and every part thereof, and all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described property, or any part thereof, and all of which shall be applicable to the entire tract as shown on the aforesaid plat known as Chasewater at Welborn Pointe Subdivision.

ARTICLE I

DEFINITIONS

SECTION 1.1 ASSOCIATION shall mean and refer to Chasewater at Welborn Pointe Property Owner's Association, Inc., a non-profit corporation, duly chartered with the South Carolina Secretary of State on June 13, 2000.

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Shirley McElhannon

SECTION 1.2 OWNER shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties referred to herein, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

SECTION 1.3 PROPERTIES shall mean and refer to the real property comprising the property within the development known as Chasewater at Welborn Pointe.

SECTION 1.4 COMMON AREAS shall mean all rights of ways, beautification easement areas, boat storage areas, and the Amenity Area containing 1.16 acres in Chasewater at Welborn Pointe.

SECTION 1.5 COMMON EXPENSES shall mean and include:

- (a) all sums lawfully assessed against the lot owners by the Association;
- (b) expenses of, but not limited to, administration, operation, maintenance, repair and replacement of the Common Areas and facilities, including street lighting, water and electric charges, resurfacing and landscaping;
- (c) expenses agreed upon as common expenses by the Association; and
- (d) liability and/or other insurance premiums as required by the Association.

SECTION 1.6 LOT shall mean and refer to any numbered plat of land shown upon the plat of Chasewater at Welborn Pointe, being Lots 3 through 41, inclusive.

SECTION 1.7 DECLARANT shall mean and refer to Main Street Place, LLC, its successors and assigns.

SECTION 1.8 DWELLING UNIT shall mean and refer to a building situated upon a lot and intended for use and occupancy as a residence.

SECTION 1.9 MEMBER shall mean and refer to any person or entity who holds membership with voting rights in the Association, which membership shall be derived from ownership of any lot within Chasewater at Welborn Pointe.

SECTION 1.10 BOARD shall mean and refer to the Board of Directors duly chosen by the Association or according to the provisions of this instrument.

SECTION 1.11 ARCHITECTURAL CONTROL COMMITTEE shall mean and refer to a committee to protect the investment and enjoyment of owners by interpreting and enforcing the Protective Covenants of Article VI. The Declarant shall serve as the Architectural Control Committee until ninety percent (90%) or more of the lots as shown on the aforementioned plat are sold. At such time, successors will be duly appointed by the Board.

SECTION 1.12 BYLAWS shall mean and refer to the Bylaws and Rules and governing the operation of the Association.

ARTICLE II

PROPERTY RIGHTS

SECTION 2.1 OWNER'S EASEMENTS OF ENJOYMENT: Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) Declarant may at any time transfer title of the roadways to Anderson County or any other governmental authority. At such time, roadways will be allowed public access in accordance with governing regulations.
- (b) The right of the Association to impose regulations for the use and enjoyment of the Common Areas and improvements thereon.

SECTION 2.2 COMMON AREA EXPENSES: Each lot owner, whether or not it shall be so expressed in his deed, is deemed to covenant and agree to pay to the Association 1/39 of the expenses in connection with the use and maintenance of the common areas, which shall include but not be limited to the following.

- (a) Lighting for any entry ways and for the boat storage areas.
- (b) Metering costs for water.

- (c) Expenses of maintenance and upkeep for the grounds and shrub maintenance.
- (d) Expenses of upkeep and continued maintenance of the boat storage areas.
- (e) The cost of insurance as needed, the determination for this resting within the discretion of the Board of the Association.
- (f) The expenses of bookkeeping and bank account maintenance fees.

Common area expense assessments shall be determined by the Association from time to time, but no less frequently than on an annual basis, and written notice shall be sent to all lot owners furnishing at least 30 days advance notice as to any balance due. The failure of a lot owner to pay his portion of the common area expenses shall result in the Association having the right to file a Declaration of Lien per the provisions of Section 4.8 of this document.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 3.1 MEMBERSHIP: Every owner of a lot shall be a member of the Association. The Association shall have one (1) class of voting membership, denominated as Class A. Class A members shall be all owners, who shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members; the vote for such lot shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. If a unanimous agreement cannot be reached by joint lot owners at the time of the vote, then the vote shall not be counted. Voting of fractional interests shall not be allowed.

SECTION 3.2 VOTING PRIVILEGES: Voting privileges shall be suspended for any member having unpaid assessments (annual or special) in addition to unpaid penalties or damage assessments referenced anywhere in this instrument (and which give the Association the right to file a

Declaration of Lien) in arrears in excess of thirty (30) days.

SECTION 3.3 CAPITAL CONTRIBUTION/MEMBERSHIP FEE:

Membership in the Association shall begin with the purchase of a lot by the owner. There will be an initial capital contribution fee of \$100.00, and an initial common area expense contribution to be paid to the Association at the time of the purchase of each lot in the subdivision. Upon the transfer of title of a lot to any third party purchaser, a subsequent capital contribution of \$100.00 shall be required, in addition to a common area expense contribution in an amount to be determined by the Association on an annual basis. Each subsequent transfer of title of a lot shall incur the same subsequent capital contribution of \$100.00, in addition to an amount to be determined by the Association on an annual basis for common area expenses as referenced above. Failure to pay the original or any subsequent contribution charges or fees shall result in the Association having the right to file a Declaration of Lien per the provisions of Section 4.8 of this document.

SECTION 3.4 MEMBERSHIP INDICIA: Membership is mandatory and is required of the purchaser of each lot, whether his title be acquired by deed, devise, intestate succession, or by any other method, including a person or entity acquiring title by foreclosure of a mortgage. Actual stock certificates shall not be issued; the deed or other evidence of ownership (as, for example, a Deed of Distribution through an estate) shall serve as evidence of the lot owner's ownership and his membership in the Association.

SECTION 3.5 SUBORDINATION OF ASSESSEMENTS AND/OR CHARGES AND/OR LIENS TO MORTGAGES:

- (a) The lien and permanent charge of assessments, fees, penalties, or damages (together with interest thereon and cost of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any mortgage placed on such lot if, but only if, all such assessments with respect to such lot having a due date on or prior to the date such mortgage is filed for record have been paid.

- (b) Such subordination is merely a subordination and shall not relieve the property owner of the mortgaged property of his personal obligation to pay all assessments, fees, penalties or damages coming due at a time when he is the property owner; shall not relieve such property from the lien and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of any such subordination as against a mortgage or such mortgagee's assignee or transferee by foreclosure or levy and execution); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any proceeding executing upon the property shall relieve any existing or previous property owner of such property or the then and subsequent property owners for liability for any assessment provided for hereunder coming due after such sale or transfer.

SECTION 3.6 INITIAL BOARD MEMBERS: The initial Board of the Association shall be composed of Thomas Schamens, Gerald Terry, and the owner of a lot in the subdivision who shall be chosen at the sole discretion of Thomas Schamens and Gerald Terry. These three individuals, or a successor chosen by these three individuals if one or more initial members cannot continue to serve, shall constitute the Board of the Association until such time as 90% of the lots in the subdivision have been sold to third party purchasers. The initial Board members shall have the right to resign from the Board at an earlier date if they shall, in their sole discretion, choose to do so.

SECTION 3.7 SELECTION OF LOT OWNERS FOR BOARD MEMBERSHIP: At such time as the original Declarant (who shall control and maintain the property during the developmental phase of the subdivision) shall determine that his purposes as Declarant have been largely accomplished, he can so declare this in an instrument in writing in recordable form, and withdraw from active involvement in the management of the Association. At that time, the right to manage or control the Association will be relinquished to the Association. The selection of three board members shall be accomplished according to the Bylaws of the Association in effect at that time.

ARTICLE IV

COVENANTS FOR MAINTENANCE AND CAPITAL ASSESSMENTS

SECTION 4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The Declarant 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 agree to pay to the Association:

- (a) annual assessments or charges:
- (b) special assessments for capital improvements.

SECTION 4.2 PURPOSE OF ASSESSMENT: The assessments or charges levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties.

SECTION 4.3 SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments or charges authorized above, the Association may levy, in any subsequent year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any repair or replacement, construction or reconstruction of a capital improvement upon the Common Areas, including fixtures and property related thereto, provided that such assessment shall have the assent of 2/3 of the vote of Class A members who are voting in person or by proxy at a meeting duly called for this purpose. Due dates for payment of such assessments shall be established by the Association.

SECTION 4.4 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4.3: Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 shall be sent to all members not less than thirty (30) days nor more than sixty(60) days in advance of the meeting. At any such meeting called, a majority of the members eligible to vote shall constitute a quorum.

SECTION 4.5 UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all lots.

SECTION 4.6 ANNUAL ASSESSMENTS: The first annual assessment shall be due on January 31, 2001. All subsequent annual assessments shall be due on the same day of each year thereafter. Annual assessments against each lot shall be established by a majority vote of the Board. At least thirty (30) days written notice of such assessment shall be given to every owner subject thereto.

SECTION 4.7 REVISED ANNUAL ASSESSMENT: If at any time during the course of any fiscal year, the Board shall deem the amount of the common area expense contribution to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and thereafter monthly common area expense contributions shall be determined and paid on the basis of such revision.

SECTION 4.8: FILING OF DECLARATION OF LIEN: Any unpaid common area expense contributions, assessments, fees, or charges shall become a lien against the property and shall run with the land. The Association, by and through the Board, shall have the unilateral right to file a Declaration of Lien in the deed records of Anderson County to perfect a lien for unpaid common area expense contributions, assessments, fees, or charges. No notice or service of process shall be required with reference to the lot Owner; the unilateral filing of said Declaration shall be the only requirement necessary to perfect said lien.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 5.1 ARCHITECTURAL CONTROL COMMITTEE: No building, fence, wall, or other structure shall be commenced upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the same shall have been submitted to and approved in writing by the Architectural Control Committee. The Declarant shall serve in this capacity until ninety percent (90%) or more of the lots are sold, or until such time as Declarant shall withdraw from active involvement in the management of the Association according to the provisions of Section 3.7. Subsequently, three (3) or more representatives will be

appointed by the Board. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Association, its Board, Committees, agents or employees shall not be responsible for building code compliance of plans or construction. Any adverse decision may be appealed by the aggrieved party to the Association at a special meeting called for this purpose. Upon receiving approval of plans and specifications, construction shall be in conformity with such plans as have been previously approved by the said Committee. The Association shall be entitled to stop any construction which is in violation of these restrictions.

ARTICLE VI

PROTECTIVE COVENANTS

SECTION 6.1 RESIDENTIAL USE: All lots shall be used, improved and devoted exclusively for residential use. No buildings (except as modified by Section 6.30 of this instrument) shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling which shall include an attached enclosed garage designed to accommodate at least two (2) cars, and which shall not exceed three (3) stories in height above the highest natural ground elevation existing under the foundation of same. No building shall include more than one underground, one-story basement or crawl space, unless the same shall be approved in advance by the Architectural Committee provided for herein.

SECTION 6.2 BUILDING SIZE AND REQUIREMENTS: For lots 5-27, in the case of a one-story residence, the main floor shall contain not less than two thousand (2,000) square feet of heated, finished living area. In the case of 1-1/2 or 2-story dwellings, the dwelling shall contain not less than two thousand seven hundred (2,700) square feet of heated, finished living area with a minimum of eighteen hundred (1,800) square feet thereof on the first or main floor. For the purpose of this restriction, split-level and split-foyer homes shall be considered one-story residences. Heated, finished living spaces excludes basements (whether daylight or underground), porches, breeze-ways, garages, patios, and greenhouses.

For lots 3, 4, and 28-41, the main floor shall contain not less than eighteen hundred (1,800) square feet of heated, finished living area. In the case of 1-1/2 or 2-story dwellings, the dwelling shall contain not less than twenty-four hundred (2,400) square feet of heated, finished living area with a minimum of sixteen hundred (1,600) square feet thereof on the first or main floor. For the purpose of this restriction, split-level and split-foyer homes shall be considered one-story residences. Heated, finished living space excludes basements (whether daylight or underground), porches, breezeways, garages, patios and greenhouses.

SECTION 6.3 DRIVEWAYS AND PARKING AREAS: All driveways and parking areas must be paved with asphalt, concrete or other paving materials approved in advance by the Architectural Committee and shall be completed at occupancy of the dwelling or within thirty (30) days thereafter.

SECTION 6.4 NUISANCES: No noxious or offensive activities shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This restriction shall be subject to enforcement and regulation by the Association.

SECTION 6.5 RESTRICTION OF FURTHER SUBDIVISION: No lot shall be further subdivided or separated into smaller lots by an owner and no portion less than all of any such lot nor an easement or other interest less than the entire fee therein shall be conveyed or transferred by an owner, except as authorized by the Architectural Committee or as may be required due to the exercise by a governmental body of the power of eminent domain. However, Main Street Place, LLC expressly reserves to itself (or its successors in interest) the right to replat any one or more lots shown on the plat of said subdivision.

SECTION 6.6 ANIMALS: Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept, maintained, or bred for commercial purposes. All pets must be kept under control of their owner when they are outside the occupant's premises and must not become a nuisance to other residents at any time.

The Association shall have the right to set monetary penalties for violation of this regulation. The Association, by and through the Board, shall have the unilateral right to file a Declaration of Lien in the deed records of Anderson County to perfect a lien. No notice or service of process shall be required with reference to the lot Owner; the unilateral filing of said Declaration shall be the only requirement necessary to perfect said lien. No dog runs shall be permitted.

SECTION 6.7 PARKING: No parking of unlicensed, uninspected, or non-operable vehicles shall be allowed outside a dwelling unit. Except for emergency repairs, no person shall repair or restore any vehicle, trailer, boat, or recreational vehicle upon any portion of the properties outside a dwelling unit or garage. The Board shall have the right and authority to formulate rules governing the size and weight of vehicles which may be driven, parked, or stored within Chasewater at Welborn Pointe. No vehicle may be stored outside a dwelling unit or approved structure except such vehicles as are for the property owner's personal use. These vehicles shall be parked no closer than fifty (50) feet to the road and in such a manner as not to be an eyesore or nuisance to other owners. No vehicles shall be allowed to be parked within the streets, roadways, common areas, or the rights of way in Chasewater at Welborn Pointe. This shall not prohibit the parking of vehicles on the streets, roadways, or rights of way in the event of a special gathering at a lot owner's dwelling, as, for example, birthday parties, Christmas parties, and the like.

SECTION 6.8 AMENITY AREA: Within the 1.16 acre amenity area, as shown on a plat of Chasewater at Welborn Pointe Subdivision in Plat Slide 1137 at Pages 1 & 2, there shall be a storage area for watercraft, recreational vehicles or campers, and any vehicle with a current license plate (provided that these vehicles fit within the boundary spaces provided in the amenity area) owned by permanent residents of Chasewater at Welborn Pointe. Each lot owner shall have one (1) space for storage purposes. All watercraft shall be stored in this area with the following exceptions:

- (a) Watercraft kept in the water (either in dock area or tied up as required by the U.S. Army Corp of Engineers).

- (b) Watercraft kept in the garage area or outbuilding with similar characteristics as the front elevation of the main residence (per Architectural Committee Control).

In regard to one lot owner owning two or more watercraft, the conditions in 6.8 will still apply. All watercraft stored in the amenity area shall have a suitable cover so as not to be an eyesore for the neighborhood.

Further, any watercraft that does not conform within the boundary spaces in the amenity area, shall be considered a violation to the subdivision and will be subject to any penalties imposed by the Board. The Association, by and through the Board, shall have the unilateral right to file a Declaration of Lien in the deed records of Anderson County to perfect a lien. No notice or service of process shall be required with reference to the lot Owner; the unilateral filing of said Declaration shall be the only requirement necessary to perfect said lien.

SECTION 6.9 MOTOR VEHICLES: All motor vehicles shall be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise.

SECTION 6.10 OUTSIDE ANTENNAE: No outside radio or television antennae or satellite dishes shall be erected on any lot within the properties, except as approved in writing by the Architectural Committee.

SECTION 6.11 CLOTHES LINES: No outside clothes drying lines shall be permitted.

SECTION 6.12 TRASH RECEPTACLES: Storage, collection and disposal of trash shall be in compliance with rules set by the Association. All trash, rubble, or debris kept or retained in containers for disposal shall be limited to that which is generated by the dwelling located on the lot in question.

SECTION 6.13 TRASH BURNING: Trash, brush, leaves and other similar materials shall not be burned within Chasewater at Welborn Pointe without approval of the Board and after obtaining applicable permits from governmental authorities.

SECTION 6.14 SIGNS: No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period and except as required by governmental agencies. Nothing in this paragraph shall be construed to prevent Declarant from erecting entrance display signs or signs designed to designate areas within a subdivision.

SECTION 6.15 EXTERIOR FINISHES: Concrete blocks may not be exposed to the exterior unless plastered or stuccoed. Unpainted sheet metal may not be exposed to the exterior. All roof stacks and vents shall conform in color to the roofing material used. Exterior vinyl shall be allowed only in gabled areas for soffit and fascia. All building plans must be approved by the Architectural Committee.

SECTION 6.16 TEMPORARY STRUCTURES: No structure of a temporary character, including trailers, mobile homes, prefabricated homes, modular homes, tents or shacks shall be placed upon any portion of Chasewater at Welborn Pointe at any time; provided, however, that this shall not apply to shelters used by contractors during construction. Outbuildings or partially completed dwellings shall not at any time be used as residences. By way of explanation, it is the specific intent of these covenants that only "stick-built" construction shall be utilized on any of the lots in the subdivision.

SECTION 6.17 SETBACK: No building shall be located on any lot nearer than fifty (50) feet from the front property line. No building shall be located on any lot nearer than five (5) feet from any side or rear lot line. Provided, however, anyone who purchases two (2) contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said dwelling on the common lot line between the two (2) said contiguous lots; however, this shall in no way waive the requirements contained herein concerning rear and side lot lines with respect to said two (2) contiguous lots. "Front Lot Line", as referred to herein, is that part of the lot which faces a paved road, located in Chasewater at Welborn Pointe. For purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot

to encroach upon another lot. The Architectural Committee reserves the right to waive unintentional violations of the setback requirements and grant variances in case of minor violations of minimum building size or location.

SECTION 6.18 TRADE OR BUSINESS: No trade or commercial business activity shall be carried on upon any lot, but this restriction shall not prohibit a home office, provided, however, that the use of a home office does not carry with it the appearance of carrying on a trade or a commercial business activity, meaning, in general terms, that there shall be no increase in traffic or use of the premises by members of the general public.

SECTION 6.19 LIVESTOCK: No livestock, poultry, or animals generally recognized as farm animals may be kept on the property.

SECTION 6.20 SEWAGE: Every dwelling unit shall have permanent plumbing, running water and a permanent sewage disposal system approved by the appropriate county or state agency. No temporary plumbing, water or sewage systems shall be allowed.

SECTION 6.21 STORAGE TANKS: Fuel, gas, oil, or water storage receptacles may not be exposed to view and must be installed either within the dwelling unit, buried underground, or screened with an enclosure approved by the Architectural Committee.

SECTION 6.22 FENCES: Any fencing of a decorative or utility nature must be approved in writing by the Architectural Committee.

SECTION 6.23 PLAYGROUNDS, SWIMMING POOLS, ETC.: All play or sports equipment, vegetable gardens and swimming pools shall be located only in the rear yard and shall not constitute an eyesore or nuisance to adjoining properties. All swimming pools and all other pools must be approved in writing by the Architectural Committee prior to beginning construction. No above ground pools shall be permitted on any lot. This shall not prohibit a child's wading pool or some such similar inflatable device. Any swimming pool must be properly fenced or otherwise securely enclosed by a privacy hedge so that the pool area is not readily accessible to individuals other than the owner; provided, however, that no fencing shall be installed or erected

which has not been previously approved in writing by the Architectural Committee prior to installation.

SECTION 6.24 MAILBOXES: All mailboxes must be approved by the Architectural Committee.

SECTION 6.25 DAMAGE TO COMMON AREAS: An Owner shall be responsible for any damage to common areas by any party related to the construction or maintenance of his dwelling or lot. Prior to construction, an Owner shall cause to be deposited with the Association the sum of Seven Hundred Fifty (\$750.00) Dollars to be applied to the cost of cleaning or repairing damage, including, but not limited to concrete, gutters, and asphalt. Any unused portion will be returned upon completion of construction and repair of any damage and/or cleanup as provided herein, if any. This provision in no way limits liability for damage to \$750.00. Absent an agreement by the Board, damages in excess of \$750.00 must be paid before occupancy shall be allowed. Any unpaid assessed damages shall constitute a lien upon such owner's property. The Association, by and through the Board, shall have the unilateral right to file a Declaration of Lien in the deed records of Anderson County to perfect a lien for unpaid assessments or charges for damages. No notice or service of process shall be required with reference to the lot Owner; the unilateral filing of said Declaration shall be the only requirement necessary to perfect said lien.

SECTION 6.26 COMPLETION OF CONSTRUCTION: Once begun, construction of a dwelling shall be completed within one year. A dwelling shall not be occupied until completed. A dwelling shall be complete upon final inspection and approval by the applicable government authority. In the absence of such authority, the Architectural Control Committee shall give final approval for occupancy.

SECTION 6.27 MAINTENANCE OF LOTS: All lots and parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees, to do so, the cost of which shall be assessed to the owner and become a lien upon said lot and shall be enforceable by the Association. The Association, by and through the Board, shall have the

unilateral right to file a Declaration of Lien in the deed records of Anderson County to perfect a lien for unpaid assessments or charges. No notice or service of process shall be required with reference to the lot Owner; the unilateral filing of said Declaration shall be the only requirement necessary to perfect said lien. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.

SECTION 6.28 RECREATIONAL VEHICLES: Minibikes, dune buggies, go-carts, all terrain vehicles, motorized bikes or similar recreational vehicles may not be operated within the bounds of Chasewater at Welborn Pointe.

SECTION 6.29 EASEMENTS: The Developer reserves unto itself, its successors and assigns, the following easements over each lot or parcel and the right to ingress or egress to the extent reasonably necessary to exercise such rights:

- (a) A twenty (20) foot easement on all front lot lines for the installation of water lines, power lines, and any other utility which may be placed on the property. A ten (10) foot easement on all side and rear lot lines five (5) feet from each side of the line, which such easements shall be for the installation, maintenance, and operation of utilities, including television transmission cables, and the accessory right to locate guy wires, braces, or anchors, or to cut, trim, or remove trees, and plantings, wherever necessary upon such lots or parcels in connection with such installation, maintenance and operation.
- (b) An easement for beautification purposes is specifically reserved on Lots 27, 28, 39, 40, 41, and the amenity area as shown on the plat recorded in Plat Slide 1137 at Pages 1 & 2.
- (c) Any other easements as shown on the above mentioned plat including but not limited to the road right of way and specifically defined easements for drainage as shown on Lots 4, 5, 17, 23, 24, 29, 30, 38, and 39 in Plat Slide 1137 at Pages 1 & 2.

- (d) The areas of any lots or parcels affected by these easements reserved herein shall be maintained continuously by the owner of such lots, or their successors in interest, and no structure, plantings, or other materials shall be placed or be permitted to remain upon said easements or any other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except where which a public authority or utility company is responsible therefor.
- (e) No owner shall have any claim or cause of action against Developer, its successor, or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any plat except in case of willful or wanton conduct or gross negligence of the Developer, or its successors, or its licensees in exercising or not exercising its right in such easements. Developer reserves unto itself the right to convey the easements here in above set forth to BellSouth Telephone Company, Duke Power Company, Sandy Springs Water Company, Fort Hill Natural Gas, and any other public utility company for the installation of power lines, and unto any cablevision company for the installation of lines used for reception of cable television. Developer further reserves the right to convey any and all drainage easements and road rights of way of Anderson County. Developer also reserves unto itself and for all other lot owners the right to use any and all road, drainage, and utility easements for the installation of water lines.

SECTION 6.30 ACCESSORY OUTBUILDINGS:

- (a) No accessory outbuilding shall be constructed without the proper approval of the Architectural Control Committee after submission of detailed information as to proposed location and design.
- (b) No accessory out buildings shall be erected on any lot or parcel prior to the erection thereon of dwelling unless approved in writing by the

Architectural Control Committee. In no event shall any such accessory outbuilding, partially completed or temporary structure, ever be used for human occupancy or habitation.

SECTION 6.31 PROHIBITION AGAINST USED STRUCTURES: Without the approval of the Architectural Committee, no used buildings or structures, or materials intended for use as a dwelling, shall be placed on any lot.

ARTICLE VII

CONVEYANCE OF COMMON AREA TO THE ASSOCIATION

SECTION 7.1 TITLE TO COMMON AREA: Declarant will convey to the Association all of the Common Areas as shown on the Plat of Chasewater at Welborn Pointe at the conveyance of the first lot or when the roads are paved by the Declarant; PROVIDED, HOWEVER, that Declarant specifically reserves the right to itself and its successors in interest for the option of first refusal to re-acquire said common area or areas at a total cost of \$1.00 if the common area or areas so designated on said plat or plats are ever abandoned or offered for sale by the Association. No substitution of the Association in the place of the Declarant as called for in this instrument shall divest the Declarant of the within option of first refusal.

SECTION 7.2 RIGHT OF WAY AND EASEMENTS RETAINED: Any conveyance by the Declarant to the Property Owner's Association of the Common Areas as set forth in Section 1 of the Articles shall be made subject to the following:

- (a) Rights of way for ingress, egress and regress over and upon those certain roads located on the recorded plats for Chasewater at Welborn Pointe.
- (b) Easements and rights of way for the purpose of connecting water, gas, electric, telephone, and other utility lines running across the property of Chasewater at Welborn Pointe.
- (c) The option of first refusal as referenced in Section 7.1.

SECTION 7.3 ENCUMBRANCES: The Declarant agrees that, in connection with conveyance of Common Areas as above referred to, such conveyances to the Property Owner's Association shall be free and clear to all liens and financial encumbrances, except easements and rights of way of record.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.1 DURATION: The covenants and restrictions contained in this Declaration shall run with and bind the properties which are made subject hereto for a period of twenty (20) years from the date of this Declaration is recorded in the Office of the Clerk of Court for Anderson County, South Carolina after which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended by vote of seventy-five (75%) percent of members. The option of first refusal in Section 7.1 shall continue in full force and effect even if said covenants are amended or terminated.

SECTION 8.2 AMENDMENT: After the conveyance of the common areas by the Declarant to the Association, this Declaration may be amended at any time by an instrument executed by the holders of seventy-five (75%) percent of the votes described in Article III hereof. The Declarant may amend this Declaration at any time to correct any obvious error or inconsistency in drafting, typing or reproduction without action or consent of the Association.

SECTION 8.3 ENFORCEMENT: The Association, any owner, or the Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure to enforce any covenant shall not constitute a waiver of the right to do so thereafter.

SECTION 8.4 SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provision of this Declaration, which shall remain in full force and effect.

SECTION 8.5 DECLARATION OF LIEN FORMAT: In any provision of the within Declaration wherein the right to file a Declaration of Lien exists, the general format shown on Exhibit A attached hereto shall be followed in connection with the filing of said Declaration of Lien and the notice to be afforded a lot owner. In addition thereto, from the date of filing of said Declaration of Lien, interest shall accrue at the rate of 14% per annum, unless the legal rate as established by the Code of Laws of South Carolina, as amended, shall be higher, in which event the higher interest rate shall govern.

SECTION 8.6 VERIFICATION BY THIRD PARTIES: In any provision of the within Declaration wherein the right to file a Declaration of Lien exists, or in any provision relating to the capital contribution or membership fee owed by a lot owner, the sale or transfer of any lot in the subdivision shall not affect any such obligation for payment which has not been complied with by the prior lot owner. Any balance due, if not paid, shall become and remain an obligation of the subsequent purchaser. Accordingly, if any owner of a lot desires to sell his lot, he may, in order to assure a prospective purchaser that no such balances remain unpaid, request from the Association a written certification that no such charges or expenses exist, whereupon it shall be the duty of the Association to certify this immediately upon request and without charge. However, any such unpaid expenses may be enforced by the filing of a Declaration of Lien, as provided in Section 8.5 above.

IN WITNESS WHEREOF, the undersigned have caused their hands and seals to be affixed this 14th day of June, 2000.

IN THE PRESENCE OF:

Thomas E. Schamens

Cecilia A. Rosen

Thomas E. Schamens

Cecilia A. Rosen


MAINSTREET PLACE, LLC

By: Thomas E. Schamens, Member
Thomas E. Schamens, Member

By: Gerald R. Terry
Gerald R. Terry, Member

PROBATE

SWORN TO AND SUBSCRIBED
before me this the 14th
day of June, 2000.

day of June, 2000.

 _____ (LS)
 Notary Public for S.C.
 My Comm. Expires: 5/26/2002

Cecilia A. Rogers

SearchTheArea.com

EXHIBIT "A"

DECLARATION OF LIEN
BY
CHASEWATER AT WELBORN POINTE PROPERTY
OWNER'S ASSOCIATION, INC.

against

and

(whether one or more, hereinafter referred to
as the "Property Owner")

Pursuant to the provisions of paragraph _____ of the Protective Covenants of Chasewater at Welborn Pointe recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Record Book _____ at Page _____ the Association declares and hereby gives notice of its lien on the property hereinafter described for the payment of the balance due under the terms of Item _____ of said Protective Covenants (the "Assessments") in the amount set forth hereinafter. The property being the subject of this lien, the period covered and the amount of the lien is as follows:

<u>Property Description</u>	<u>Period of Delinquent Assessment</u>	<u>Amount of Assessment</u>
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Lot # _____
Plat Slide _____
Page _____
Deed Book _____
Page _____

*Assessments accrue interest at the rate that is the higher of 14% per annum or the maximum rate permitted by law.

The failure of the property owner to bring any legal action to contest the validity or amount of this lien within 30 days after notice is mailed by regular U. S. mail to the property

owner at the address on record with the Association shall be deemed to be an admission that the validity and amount is correct and the amount of the Assessment together with accrued interest shall be conclusive against the property owner.

Payment of this lien shall be made to the Association and paid to the undersigned Treasurer at the address set forth below the signature of the Treasurer.

IN THE PRESENCE OF:

CHASEWATER AT WELBORN POINTE
PROPERTY OWNER'S ASSOCIATION,
INC.

By: _____
Its: _____

Address: _____

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF ANDERSON)

PERSONALLY appeared before me the undersigned who on oath states that (s)he saw _____ as Treasurer of CHASEWATER AT WELBORN POINTE PROPERTY OWNER'S ASSOCIATION, INC. sign, seal and as its act and deed deliver the within Declaration of Lien and that (s)he along with the other witness witnessed the execution thereof.

SWORN TO BEFORE ME THIS _____
Day of _____, 2000.

Notary Public for South Carolina
My Commission Expires: