

COPY

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

RESTRICTIVE COVENANTS
FOR ALSTON OAKS

Alston Oaks Partnership, a South Carolina Partnership, being the owner of all lots and tracts of land situate in the County of Anderson, State of South Carolina to be developed as a residential subdivision and known as ALSTON OAKS, does hereby impose upon the following described real property, as will be shown by a subdivision plat to be recorded, the covenants and restrictions hereinafter set forth:

All those certain pieces, parcels or lots of land situate, lying and being in the County of Anderson, State of South Carolina and shown and designated as Lot Numbers 1 through 3 and 5 through 60, on a plat of Alston Oaks prepared by Nu-South Surveying, Inc. dated JAN 7, 2004 recorded JAN 13TH, 2004 in the RMC office for Anderson County, South Carolina in Plat Slide 1427, at Page 384, and having the metes and bounds, courses and distances as appear on said plat.

If the undersigned, its successors, or any property owner in said subdivision or anyone else shall violate any of the covenants herein contained, it shall be lawful for Developer or any other entity, person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from doing so or to recover damages for such violation, or both.

Invalidation of any one of these covenants shall in no way affect any of the other provisions, which shall remain in full force and effect.

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Shirley McElhannon

I. PURPOSE OF RESTRICTIVE COVENANTS

The purpose of these restrictive covenants is to create a harmonious theme in the development of the subdivision, to prevent the building of any structure or structures which would be incompatible, to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, to preserve the value of the property, owned and developed by the owners of lots and tracts in the Subdivision, and to secure to each lot or tract owner the full benefit and enjoyment of his or her home and property. Anything tending to detract from the attractiveness and value of the property for residential purposes in the opinion of the Architectural Committee and/or the Developer will not be permitted.

II. USES PERMITTED AND PROHIBITED

1. All lots in Phase I & II of the subdivision or development shall be known and described as residential lots and shall be used exclusively for single family residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height excluding a basement, a garage for private passenger automobiles and approved storage building.
2. No mobile home(s) or premanufactured homes of any type, whether on wheels, jacks or permanent foundation will be allowed in said subdivision. No home shall be relocated to Alston Oaks from another area.
3. Any and all trailer, motor homes, campers or recreational vehicles of any description must be stored in an enclosed garage which is in conformity with the development and approved by The Architectural Committee.
4. All boats of every type and description and all boat trailers of every type and description shall be stored in a garage so they are not visible from any street in said subdivision.
5. No abandoned or inoperable motor vehicles of any description shall be allowed to be parked on any lot, driveway or public street in said subdivision. Commercial related vehicles (i.e. panel trucks, specialty vehicles etc.) must be garaged.

6. No structure of a temporary character, (as determined by the developer or its appointee) shack, barn, storage shelter or any other type building shall at any time be used on any lot in said subdivision for any reason whatsoever, including a temporary residence. During construction a small storage building for tools and equipment may remain during the construction time, not to exceed one (1) year. This building must be removed prior to occupancy of the home.
7. No noxious or offensive activity shall be conducted anywhere on the property subject to these restrictions nor shall anything be done thereon which may be or become an annoyance, nuisance or menace in the subdivision as determined by the Developer or its designee.
8. No lot or any part thereof shall be used for any business or commercial purpose.
9. All antenna, receiver or transmit terminals, or other devices used for reception and/or transmission of audio or video signals, (only small devices may be considered as acceptable) shall not be installed without the prior written approval of the Architectural Committee. The location and appearance of this device must also be approved.
10. The location of any swimming pool, wading pool or other structure must be approved in writing by the Architectural Committee prior to commencement of construction and installation. All swimming pools, wading pools, or other structures of a similar type must be constructed and installed below ground level and none shall be permitted or considered above ground level. Each lot owner shall provide a fence surrounding the installation where necessary and such fence shall be in accordance with the other provisions of these restrictive covenants pertaining to fences. Hot tubs and spas will be considered on an individual basis for above ground use in specific locations.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in this subdivision, except that cats, dogs, or other household pets may be kept, provided they are not bred or maintained for any commercial purpose. All acceptable pets must be kept on the owner's lot and in accordance with all applicable governmental regulations. At no time shall any pet be allowed to leave the owners lot unattended. All owners are responsible for their animal's actions.
12. Garbage cans and woodpiles must be located so that they will not be visible from the street. Permanent clotheslines will not be permitted. Garbage cans will be allowed on the street the day of collection, but shall be removed the same day of collection.

13. Property owners will be required to keep or provide for shrubbery or hedges trimmed to reasonable limits, so that air circulation or view from surrounding property will not be adversely affected and so that traffic hazards will not be created. The homeowners association shall be responsible to hire a contractor to cut and maintain the front lawns and remove any debris in the front lawns. Owners will be assessed for this service. This is not optional unless the association decides to change this policy. This fee is in addition to normal association fees, but collected annually. Each property owner grants an easement to the Homeowner's Association to provide access for this service. The association shall determine the extent of the maintenance.
14. Provision must be made by the property owner for off-street parking of automobiles, to accommodate invited guest or domestic employees.
15. Yard ornaments in yards fronting the streets are not allowed. Red bark is not allowed in the subdivision. All mulch and other landscaping material is to be natural earth tone colors.

III. SET BACK LINES, LOCATIONS AND SIZE OF IMPROVEMENTS AND BUILDING PLOTS

1. No building shall be erected on any lot nearer than twenty (20) feet to the front lot line, and ten (10) feet to the rear lot line and eight (8) feet to any side lot line. The Architectural Committee, which is provided for herein, shall have the authority to alter the minimum or maximum set back lines of any lot or lots provided, however said alteration is expressed in written form and approved by the Architectural Committee prior to the beginning of construction on any lot or lots affected by such change. Any alterations must comply with Anderson County minimum standards or approved for a variance by Anderson County.
2. Any wall, fence or other structure to be erected or placed on any lot, whether as part of the residence or later addition, must have the written approval of the Architectural Committee prior to the beginning construction of such wall, fences or structure. Chain Link fences are not permitted except in the common area approved by the Architectural Committee.
- 2a. All fences must be uniform in design and material as determined by the architectural committee. Any deviation in style, material or architectural design must be in writing and approved by the Architectural Committee.

3. Nothing contained herein shall be construed to prohibit the use of more than one lot as a single residential building site. In such event the Architectural Committee shall have the sole authority to determine the set back line(s), the direction the building shall face, the location of the building on the lots, and any other matters as to conformity and harmony of the building with the remainder of the subdivision. These matters must be approved in writing by the Architectural Committee before any construction begins. The Developer shall have the right to divide any lot shown on the subdivision plat into two or more parcels for the purpose of adding said parcel(s) to an adjacent lot. After a lot has been divided into two or more parcels, any remaining portions of the divided lot, not added to an adjacent lot, shall not be used as a building site until and unless said portion(s) is (are) added to an adjacent lot. The Developer may declare a lot as not buildable. It may be divided and added to adjacent lots. Those lots designated as not buildable will not be responsible to pay Homeowners Association dues.

4. No residence shall be constructed on any lot containing less than Two Thousand (2,000) square feet of finished heated floor space exclusive of porches, garages, breezeways. No story and one half or higher story residence shall be erected containing less than One Thousand Three Hundred (1,300) square feet of heated floor space on the ground floor. Homes with finished basements must have at least Two Thousand (2,000) square feet of finished heated floor space above ground level. All residences must have garages either attached or detached. Detached garages may have living space above (not on ground level) for the sole use of the primary home. This space may not be leased to a non-occupant of the primary residence. All garages must maintain a minimum of Six Hundred (600) square feet area for the storage of vehicles or boats. No residence is to be constructed without having at least a double car garage, which shall remain permanently as a functional garage. All garage openings must have doors. No garage doors shall face the street on the front except corner lots. Corner lot homes shall face the street as approved by the architectural committee and the garage will face the other street or as approved by the architectural committee. Lot #'s 24 thru 33, 48 thru 50 and 52 thru 60 shall have garages in rear accessed by alley as designated on the recorded plat. Alley lots shall grant a cross easement to all the lots on the same alley for the purpose of ingress and egress. This shall be recorded with each lot deed. These lots must have garages on the rear accessed by the private alley. Only the Developer or his appointee shall have the option of approving garages to access the front street for these designated lots.

Storage buildings attached or detached must be constructed of the same material and style as the home with the same roof pitch and approved by the Architectural Committee for design and location. The Architectural Committee shall retain the right to approve exterior material (brick, stone, stucco, cedar shake, hardy plank). Vinyl shall only be used for boxing with the approval of the Architectural Committee and at the sole discretion of the committee. All roof pitches shall be at least 8/12. Any deviation from this standard shall have written approval from the architectural committee. All homes shall be completed one (1) year from date of construction permit.

5. No grading or filling which would significantly change the elevation of any lot shall be done without prior written permission of the Architectural Committee. All lot owners are responsible for the proper disposal of surface water without creating drainage problems for adjacent lots. The Architectural Committee can insist on additional drainage or excavation in order to maintain the proper disposal of surface water at the lot owner's expense.
6. All residences shall have a designated mailbox and stand which will be supplied by the Developer at the lot owner's expense (\$275.00 which shall be paid at closing). Any price increases to the developer for mailboxes shall be passed on to the homeowner. Mailboxes shall be maintained in good state of repair by owners at all times. No changes are to be made to the original style, design, or color of the mailbox or post without the consent of the Homeowner's Association and the architectural committee.
7. Upon completion of construction, the owner shall cause the contractor to immediately remove all equipment, tools, and construction materials from the lot. Any damages to roads or property owned by others caused by the owners contractor or other parties providing labor or services to the owner, shall be repaired by an approved contractor at the lot owner's expense. This includes damage to curbs. All owners shall provide stone driveways and silt fences during construction to prevent mud from the lot getting on the streets. Any debris from construction shall be removed promptly. Any mud, dirt, debris on the street shall be removed daily.

8. It shall be the responsibility of each owner and tenant thereof to prevent the accumulation of litter, trash, packing crates, or unkept condition of buildings or grounds on his property, or to permit accumulations, which shall tend to substantially decrease the beauty of the community as a whole or the specific area. During construction all lot owners shall be required to provide dumpster type containers and insure all trash is kept in such containers. It shall be permissible to use one container for adjacent lots under construction. At the end of each week, Friday, the property owner shall or have all trash and unsightly debris removed from the lot or placed in a dumpster. Each lot owner shall require the contractor to provide for a portalet for all employees and/or subcontractors during the entire construction process. Portalets can be shared with adjacent or nearby construction lots.

IV. APPROVAL OF PLANS

1. The Architectural Committee for this subdivision shall be composed of the Developer. The Developer may appoint such other persons from time to time to the said Architectural Committee, as it deems necessary. The Architectural Committees' ruling is final and no further remedies are provided. Once the development is predominately sold the developer may give to the Homeowners Association all or part of its rights and authority provided by this document.
2. No improvement shall be erected, placed, altered or changed on any lot in this subdivision unless the building floor plans, front, rear, and side elevations (one quarter inch scale), completed Application to Construct, provided by Developer, written specifications and plot plans showing the proposed construction, exterior design and location of such improvement have been approved in writing by the Architectural Committee. The Architectural Committee shall consider the conformity and harmony of external design and consistency of the plans with existing improvements on other lots, in the subdivision, and the location of the structure with respect to topography and finished ground elevation. In addition, a landscape development plan must likewise be submitted and approved by the Architectural Committee showing the location of the proposed fences, swimming pools, detached garages, storage buildings, energy-producing devices, boundary or patio walls, hedges, shrubbery, walkways, driveways, parking areas and prominent trees 12" and over not in building foot print. Basic landscape must be installed prior to occupancy. Lawns shall be sod. Removal of major trees (diameter greater than 12") shall have approval of the Architectural Committee. All dogwood trees with 2" diameter or greater shall remain if possible. Removal of trees not approved may result in fines by the Homeowner's Association.

3. In order to maintain the quality of the overall development and improvements made on each lot in this subdivision, the Architectural Committee is vested with full authority to refuse to approve any plans, specifications, plot plans, tree removal, or landscape plans which in its sole opinion and discretion that are not compatible, and in so passing upon such plans, specifications, plot plans or landscape plans, the Committee shall take into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built in harmony with the surroundings, the effect it will have on other residences already constructed and what affect it will have on the outlook from adjacent or neighboring property within the subdivision.
4. In the event that the Architectural Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to the Committee, approval of the Architectural Committee will be conclusively presumed and this Covenant will be deemed to have been fully complied with. The term "building and improvement" shall be deemed to include the erection, placement or alteration of any structure wall, fence, pool, driveway or parking area.
5. All building contractors shall be a licensed building contractor in the state of South Carolina. No unlicensed contractors shall be considered. Owners without a building license shall not be approved. The developer and the Architectural Committee retain the right to deny a contractor to build in Alston Oaks if his past reputation warrants. Only approved contractors can construct spec homes (homes for resale by the builder / owner). The developer can reject any plans or construction for this purpose. Construction of homes for resale shall only be permitted by the designated contractors of the developer. Any home constructed for this purpose, the developer shall have a right of first refusal for 75 days from the date of the contract presented by the owner.
6. Upon the approval by the Architectural Committee of any proposed construction or alteration, the Architectural Committee shall issue to the applicant a written approval. No construction or alteration of the lot(s) shall be carried on until and unless such written approval is obtained.
7. In the construction or alteration of any building, the Architectural Committee is authorized to approve and ratify minor deviations of the provisions of these restrictions if approved by the developer. This shall be in writing in the form of a variance. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

V. COMMON AREAS, STREETS AND HOMEOWNERS' ASSOCIATION

The Alston Oaks Homeowners' Association, Inc. will be controlled by the By-laws of the Association. The Developer will convey, the following property to the Homeowners' Association:

- (a) All common areas in Alston Oaks as designated on the aforementioned plat to be recorded, for the use, benefit and enjoyment of all the owners of the lots of the subdivision and members of the Homeowners' Association. The development and use of the common area shall first be approved by the Architectural Control Committee as set forth in section IV herein and shall be in conformity with the restrictive covenants.
- (b) The developer and or those building contractors designated by the Developer for speculative building only shall not be a member of the Homeowner's Association and shall not be required to pay any membership fees or annual dues or assessments as may be levied from time to time by the Association. If designated builder occupies the home or allows others to occupy the home, the waiver of fees and dues becomes null and void.
- (c) Upon the purchase of a lot in the subdivision, a share in the Homeowners' Association will be transferred to each lot owner, except as stated in paragraph (b) above, upon the payment of the then established share value, which share shall be non-assignable and transferable only with the conveyance of each lot from time to time. Membership is not optional and runs with the land and is required of all lot owners whether their title be acquired by deed, contract for deed, devise or intestate succession or by any other method, including a person or entity acquiring title by foreclosure of a mortgage. The lot owners Title to Real Estate (deed) shall serve as evidence of the lot owners one (1) share in the Homeowners Association. Owners of more than one (1) lot shall be responsible for paying dues on each lot. If a lot is divided, that portion shall be calculated by prorating the divided lot and be the responsibility of the lot owner for that portion, except lots designated by the developer as unbuildable. (Per section III paragraph 3)
- (d) Upon the conveyance of any lot within the said subdivision, the ownership of the one share of the Homeowners' Association will automatically vest in the new owner of the lot upon recordation of the deed. Each lot owner shall notify the Homeowners' Association of the conveyance of said lot and a change of name will be made on the corporate books.

- (e) In the event that a lot is sold and no notice is given to the Association, then the one (1) share belonging to the prior lot owner will be canceled on the books of the Association and the Secretary of the Association shall record ownership of the one (1) share ownership of the new lot owners dated the date of recordation of the deed to the new lot owner.
- (f) Each purchaser of a lot shall be entitled to one (1) vote per lot in the said Homeowners' Associations. Membership shall be appurtenant to and may not be separated from ownership of the property. In the event of joint ownership of a lot or lots, said joint owners will be entitled to only one (1) vote per lot as determined between them and if an agreement cannot be reached by the said joint owners at the time of annual meetings of the Homeowners' Association, the said vote will not be counted.
- (g) There shall be an original membership fee of Two Hundred Fifty and no/100 (\$250.00) dollars to be paid to the Homeowners' Association at the time of the purchase of a home or lot in the subdivision in exchange for a share in the Homeowners' Association Corporation. Thereafter, upon each subsequent transfer of the lot to a new owner, there shall be imposed an additional fee of three Hundred and No/100 (\$300.00) dollars to be paid by the new owner, which shall be paid at the transfer of title to the lot to the Homeowners Association. Failure to pay the original or any subsequent membership fee shall result in a lien being placed against the property.
- (h) The membership fees shall be used to establish a reserve account for the Homeowners' Association which funds will be utilized for the maintenance of the common areas, signs, entrance landscaping, payment to the appropriate utility company for street lights, and for any other matters which the Homeowners Association should desire and deem expedient for the safety, comfort, welfare and enjoyment of owners of the lots in the subdivision.
- (i) The Alston Oaks Homeowners Association shall control the use of all common property. Walking trails shall be limited to foot traffic only. The Homeowners Association Board of Directors may make an exception for certain cases.

- (j) The Homeowners' Association shall have the right to determine the amount of funds necessary on an annual basis to maintain the common area, roads, pond, trails, etc. and to levy an annual assessment or dues on each lot owner as is more fully set forth in the By-laws of the Homeowners' Association. The charges, assessments or dues levied by the Association as hereinabove provided shall be paid to it on or before the final date fixed by resolution of the Board of Directors. Written notice of the charge and date of payment shall be sent to each owner at the address last given by the owner to the Association. If any charges levied against any lot shall not be paid when due, it shall become a lien upon said lot subject only to matters of record of such date and shall remain a lien until paid in full. The Board of Directors may direct that such action be instituted either as law or in equity for the collection of such assessments or charges including interest, costs of collection and attorney's fees, as they deem appropriate. Upon request, the Association shall furnish a statement certifying that the charges against a specified lot have been paid or that certain charges remain unpaid as the case may be. In any event, the Association shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership by any member unless and until all the assessments and charges due it are paid. The Board of Directors shall appoint a sub-committee to manage Alston Oak's individual lots lawn maintenance and garbage collection. It will be the committee's responsibility to hire a service to maintain the front yard lawns and collect garbage. The board of directors may choose to subcontract a managing entity to oversee the duties and enforce the policies of these covenants.

Common ground in Alston Oaks shall be maintained by Alston Oaks Homeowners Association. Each homeowner shall grant a maintenance easement to the Alston Oaks Homeowner's Association to allow for the maintenance of the lawns. Any home requiring unusual or additional maintenance as determined by the Alston Oaks Homeowner's Association may be and agrees to pay a fee to off-set this additional cost. In addition, the Alston Oaks Homeowner's Association shall contract with a contractor to remove all garbage. This contract shall be paid by the Alston Oaks Homeowner's Association through the collection of dues.

The Alston Oaks Lawn and Refuse Committee shall be composed of three homeowners from Alston Oaks. It shall be the responsibility of the Lawn and Refuse Committee to determine the extent of common maintenance that shall be done to include trash collection, lawn maintenance and so forth. It is not the intent of these restrictions to provide any maintenance service beyond any locked fence or gates, doors or any other barrier. Services shall be basically the same for all lot owners. The committee may use the same contractor for the common property or separate contractors for each.

VI. LIMITED ACCESS

Access for the purposes of ingress and egress in the subdivision shall be limited to those streets, alleys, and roadways so designated on the aforementioned plat to be recorded. No lot owner shall use or allow his lot to be used as an easement for purposes of ingress and egress to the subdivision from adjoining property or from previously existing or future streets or roadways abutting any lot.

VII. FIRST OPTION TO PURCHASE

In every deed conveying the residential lots so designated in said subdivision, there shall be included the following provision:

"The Grantor (Developer), its successors and assigns, herein reserves the right of first refusal to repurchase the lot herein conveyed in the event that the Grantee, his or her heirs or assigns, should decide to sell and/or convey the within lot within a Six (6) year period beginning on the date of the conveyance of said lot from the Developer. In the event that the Grantee, his or her heirs or assigns, decides to sell and/or convey the within lot, he or she shall give Fifteen (15) days written notice to the Grantor, its successors and assigns, said notice to state the name of the bona fide purchaser, the sales price, the lot number, and be accompanied by a copy of the sales contract. The Grantor (Developer), its successors and assigns, said 15 day period to begin running on the day Grantor (Developer), its successors and assigns, receives such notice, said notice to be given in writing by certified mail, return receipt requested. If Grantor (Developer), its successors and assigns accept said offer, said Grantor (Developer), its successors and assigns, will complete such purchase within Thirty (30) days of the notice of said acceptance; however, if Grantor (Developer) rejects said offer, then the seller is free to sell and convey said lot upon receipt of such rejection letter. Grantor (Developer), its successors and assigns, agrees to cooperate fully and execute any and all instruments necessary to release such right if it does not choose to exercise such right of repurchase.

If Grantor (Developer), its successors and assigns exercises its right to repurchase, it agrees to pay to the Grantee, his or her heirs and assigns, the same price and terms as offered by a bona fide purchaser for value.

In the event that a mortgage on a lot should be foreclosed then said lot shall be sold at foreclosure sale free and clear of this right of first option to purchase.

This right of first option to repurchase of the Grantor (Developer), its successors and assigns, shall run with the land and shall be binding on all parties and all persons claiming under them for a period of Six (6) years from the date of the Deed on said lot, and shall be the right of the Grantor (Developer), its successors and assigns, for said period of time.

VIII. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a eighty (80%) percent majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IX. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The Developer and the Homeowners Association shall have the right to place a fine of Five Hundred Dollars (\$500.00) per major violation of the restrictions. The Developer or the board of directors of the Homeowners Association shall determine what is a major violation (i.e. failure to install landscaping). This can only be imposed after three (3) written notifications of the violation, one by a certified letter. Failure to correct the violation shall result in a fine of Five Hundred Dollars(\$500.00) for each ten day period the violation is left uncorrected. Failure to pay the fine shall require a lien to be placed on the violators' property not to exceed the amount of Five Thousand Dollars (\$5,000.00) plus legal and administrative fees.

X. SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

XI. MISCELLANEOUS

1. No signs shall be permitted on any lots or common property except that a single sign offering property for sale may be placed on any such lot providing such sign is the typical size (not larger than 24" x 24") real estate sign for residential property. No real estate directional signs shall be permitted on any property inside or outside of the development. No signs other than the Developers sign or signs authorized by the Developer shall be at the entrance to the subdivision or on any common property owned by the Homeowners' Association. The Homeowner's association may place signs approved by the Developer for reasons deemed necessary for association purposes.
2. The property within this subdivision is hereby declared to be a bird sanctuary and the hunting of birds and wildlife is hereby prohibited as well as the discharge of fire arms.

SearchTheArea.com

IN WITNESS WHEREOF, the undersigned have set their hands and affixed
Their seals in Anderson, South Carolina, this _____ day of _____, 2003

Witnesses: ALSTON OAKS PARTNERSHIP,
A South Carolina Partnership

_____ By: _____
Its: Managing Partner

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON) **PROBATE**

PERSONALLY appeared before me the undersigned and made oath
that he/she saw the above named _____ sign, seal and as his/
her act and deed deliver the within instrument for the uses and purposes
Therein mentioned, and that he/she with _____ witnessed
the execution thereof.

_____)
SWORN to before me this _____
Day of _____,
_____(L.S.)
Notary Public for South Carolina
My Commission Expires: _____