

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

RESTRICTIVE COVENANTS  
WATERS EDGE

KNOW ALL MEN BY THESE PRESENTS that the undersigned is the owner and developer of Lots 1 thru 31 And C1 thru C22 inclusive, WATERS EDGE Subdivision as shown on a plat of same prepared by Nu-South Surveying dated MAY 25, 2000 of record in the office of the Clerk of Court for Oconee County, South Carolina in Plat Book 1212 at Page; and, 1 AND 2

WHEREAS, said lots 1 thru 31 as subdivided are intended for residential purposes only and the developer does hereby wish to set forth a plan of development and also impose on said lots the following restrictions, reservations, easements, and covenants which are intended for the benefit of each owner of said lots and are to inure owners, their successors in interest, heirs and assigns to wit:

1. lots C1 Thru C22 as subdivided are intended for Camping and residential purposes.

lots 1 thru 31 shall be used for residential purposes only. Garages may be attached or detached from the residence, and in the event of construction of a detached garage, the location of the detached garage must be approved by the Architectural Committee as set out below. Particular care must be given to the exact location of the garages.

2. No mobile home will be allowed on lots 1 thru 5, 7 thru 30 and 1C thru 22C in said subdivision.

3. No structure of a temporary character such as campers, basement, tent, shack, garage, barn or outbuilding, shall be used or left on any lot as a residence at any time either permanently or temporarily, nor shall it be permissible to stockpile any form of construction materials or any other substance or park equipment on any lot, except during the actual time of construction of a residence.
4. No residence shall be constructed on any lot nearer than thirty (30) feet to the front lot line, front lot line being defined as that line abutting a street within said subdivision, nor nearer than ten (10) feet to any side lot line. All residences constructed in said subdivision must face the front lot line. The location of Any detached garage erected in said subdivision must have the written approval of the Architectural Committee. Any such detached garage must contain a minimum of four hundred square feet and the plans therefore must be approved as to building materials, appearance and placement by the Architectural Committee.
5. No residence shall be constructed on any lot containing less one thousand (1000) square feet of heated floor space exclusive of porches, garages and breezeways. No two story residence shall be erected containing less than one thousand (1000) square feet of heated floor space on the ground floor and less than five hundred (500) square feet of heated space on the second floor excluding porches, garages and breezeways. No basement residence shall be erected containing less than one thousand (1000) square feet of heated floor space on the main level.
6. No improvements shall be erected, placed, altered, or changed on any lot in the subdivision until and unless the building plans, specification and plot plan showing the proposed type of

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constructions, exterior design, and location of such improvement have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence of plan with existing improvements on the other lots in the subdivision and as to 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 proposed fences, swimming pools, energy producing devices, boundary or patio walls, hedges, shrubbery, walkways, driveways, parking areas, and important trees. Application for approval as required herein shall be made to the Architectural Committee and at the time of making such application the building plans, specifications, plot plans, and landscape plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon. In the event that the Architectural Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement," shall be deemed to include the erection, placement or alteration of any wall, fence, driveway, or parking area. Upon the approval of the committee of any proposed construction or alteration, the committee shall issue to the applicant a written permit. No construction or alteration of the lot(s) shall be carried on until and unless such permit is obtained.

The Architectural Committee of said subdivision shall Initially be composed of Clifford Bowman, Robert Dorsey, Johnny Reed And James Belk and one Other lot owner chosen by the above named. In the event of a vacancy on The Architectural Committee, or the failure or inability of Any member to act, the vacancy shall be filled by majority Vote of The remaining members on said committee.

7. In the event any portion of the roads in the subdivision are not dedicated to, and taken into the County road system, said roadway shall be maintained by the lot owners abutting such roadway and/or using such roadway for ingress or egress, each lot owner abutting such private roadway and/or using such roadway for ingress and egress paying his pro rata share of any maintenance expense. It shall be in the exclusive discretion of developer whether or not the roadways within the subdivision are dedicated and turned over to Anderson County for maintenance.
8. All antenna, receive or transmit terminals, or other devises used for reception and/or transmission of audio or video signals shall not be installed in sight of road.
9. No grading or filling which would change the elevation of any lot shall be done without the prior written permission of the Developers.
10. Waters Edge Homeowner's Association will be formed and owned by the individual lot owners of the subdivision and will be controlled by the by-laws of the association. Purchase of a lot in the subdivision, entitles the purchaser to a share in the homeowner's association.

Each lot owner's share in the association 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. Upon the conveyance of any lot within the said subdivision, the grantor's interest in the Homeowner's Association will automatically vest in the new owner of the lot upon recordation of the deed. Each owner of a lot shall be entitled to one (1) Vote per lot in the said Homeowner's Association for each Lot owned, including the developer, Townville point LLC. 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 one (1) vote per lot as determined between them and if an agreement cannot be reached by the said joint owners at time of annual meetings of the Homeowner's Association Then said vote will not be counted. There shall be an original membership fee of Two Hundred Fifty and No / 100 (250.00) To be paid to the Homeowner's Association at the time of the original purchase of a lot in the subdivision in exchange for membership in the Homeowner's Association Corporation; the developer, Townville Point LLC, shall be exempt from said original membership fee. The initial membership fee for each lot shall be paid on a one time basis and there shall be no additional membership fee at the time of a subsequent conveyance of the lot. This original membership fee shall be used to establish a reserve account for the Homeowner's Association which funds will be utilized for the maintenance of any common areas, street lights, and for any other matters which the Homeowner's Association should desire and deem expedient for the safety, comfort, welfare and enjoyment of the owners of the lots in the subdivision. The Homeowner's Association shall have the right to determine the amount of funds necessary on an annual basis to maintain the common areas and to levy an annual

assessment or dues on each lot owner, exclusive of the developer which shall be exempted as to lots owned by it, as more fully provided in the By-Laws of the said Homeowner's Association. The charges, assessments, or dues levied by the association as herein above provided shall be paid to it on or before the final date fixed by resolution of the Board of Directors. Written notice of the change 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 on such due date and shall remain a lien until paid in full. The Board of Directors may direct that such action be instituted either at 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. The sale or transfer of any lot shall not effect any lien for charges provided for herein. 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.

11. No noxious or offensive activity shall be conducted on any lot subject to these restrictions nor shall anything be done thereon which may be or become an annoyance, nuisance, or menace to the subdivision.

12. No lot or lots shall be subdivided or altered so as to face in any direction other than is shown on the subdivision plat except by prior written consent of the majority of the Architectural Committee. Also, the Purchaser of any one or more lots in Waters Edge subdivision, and any future owner(s) thereof and their heirs and assigns, by the acceptance of a deed thereof, covenant and agree that they will not now, or at any future time, without the express written consent of developer ( which will have the absolute discretion to determine the location of any proposed boat dock) Apply for, seek, request, or accept from the United States Corps of Engineers an individual boat dock permit.

13. Developer reserves the right to divide any lot shown on the subdivision plat into two or more parcels for the purpose of adding said parcels to an adjacent lot. After the lot has been divided into two or more parcels, any remaining portions of the lot subdivided and not added to an adjacent lot, shall not be used as a building site until and unless said portion is added to an adjacent lot. Nothing contained herein shall be construed to prohibit the use of a lot and portions from other lots as a single residential building site. In such event, the Developer shall have the sole authority to determine setback lines, directions that the residence shall face, location of the building on the lots, and any other matters as to conformity and harmony of the residence with the remainder of the subdivision. The exterior of all buildings shall be constructed of exterior wood, brick veneer, vinyl, stucco or stone of such quality as approved by the Architectural Committee.

15. Any storage building or shed must be approved as to location and construction by the Architectural Committee prior to construction on any lot. All boats, boat trailers, travel

trailers, motor homes, or other recreational vehicles shall be stored so that they are not visible from the street in said subdivision.

16. Any swimming pool, wading pool or other type container of water used for recreational purposes shall not be visible from any street in the subdivision, and further shall be approved as to construction and location by a majority vote of the Architectural Committee.
17. Any fuel oil tanks shall be buried underground and out of view. It shall be the responsibility of the lot owners to obtain any necessary permits for said tanks to the lot owner, by acceptance of his deed hereby indemnifies and holds harmless developer from any liability for environmental liability.
18. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot except dogs, cats or other household pets, provided they are not kept, bred or maintained for commercial purposes, and further provided that the number and demeanor of such pets is not so great and violent as to create a nuisance. All such animals shall be either confined within a secure fence or restrained by an appropriate leash.
19. Garbage and trash cans, woodpiles and clothes lines must be located so that they will not be visible from any street in the subdivision.
20. Property owners will be required to keep 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. All yards are to be maintained and grass Trimmed. If Owner Fails to comply, then The Architectural Committee will Proceed To have the lawn manicured. All charges will be paid by said lot Owner. If owner fails to pay Any charges levied, then it shall become a lien



Upon said lot subject only to Matters of record and shall remain a lien until Paid In full.

21. Provision must be made by each property owner for off street parking of automobiles belonging to domestic employees as the parking of such cars on the streets of said subdivision will not be permitted.
22. The Developers of Waters Edge hereby reserve unto themselves, their heirs, successors and assigns, the right to modify or amend these restrictions in any or all particulars as they deem necessary to maintain the harmony and integrity of the subdivision.
23. No signs shall be permitted on any lots except that a single sign offering property for sale or for rent may be placed on any such lot providing such sign is not more than twenty six inches wide and twenty inches high.
24. Names or numbers painted or placed on mail boxes and/or other house numbers or designations shall be painted or placed in a professional manner.
25. The property within this subdivision is hereby declared to be a bird and wildlife sanctuary and hunting is hereby prohibited.
26. No owner shall permit or suffer to exist any condition which would cause damage to any subdivision street.
27. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date hereof, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of a two thirds majority of the then owners of the lots in said subdivision, it is agreed to change said covenants or revoke same in whole or in part. In such vote, each lot shall be entitled to one vote and only one vote. If the parties hereto, their heirs, successors or assigns,

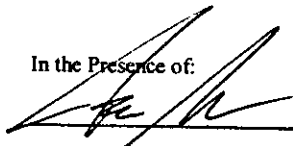
shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any person owning any real property situate in said development which is subject to these restrictions, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either prevent him or them from so doing, or to recover damages for such violation. No violation of any of these covenants by judgment of court order shall in any way affect any other provisions contained therein shall remain in full force and effect.

WITNESS our hands and seals this 16th day March, 2001

TOWNVILLE POINT, LLC

dba: WATERS EDGE

In the Presence of:

  
Richard C. Brown

By: Robert W. Doney

Its: member

STATE OF SOUTH CAROLINA )

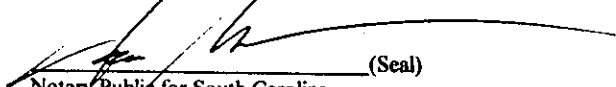
PROBATE

COUNTY OF ANDERSON )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Townville Point LLC, a South Carolina Limited Liability Company, sign, seal and as its Act and Deed, deliver the within written Deed, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
16th day of March, 2001

*Richard C Brown*

  
(Seal)  
Notary Public for South Carolina  
My Commission Expires: 1/10/03

010014286 05/04/2001 09:42:53AM  
FILED, RECORDED, INDEXED  
Bk:04159 Pg:00062 Pages:11  
Rec Fee:17.00 St Fee:0.00  
Co Fee:0.00  
REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon

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