

RESTRICTIVE COVENANTS AND EASEMENTS

This Declaration is made this ____ day of _____, 2007, by James H. Markley, III, and Charles M. Bauknight, Jr., hereinafter called Developer.

Developer is the owner of the property which is the subject of this Declaration and intends to create a residential community in accordance with a uniform plan of development and to maintain the property for the benefit of present and future owners. The undersigned does hereby impose the following restrictive covenants and easements which shall run with the land and be binding upon all parties having or acquiring any title or interest in the property.

1. Definition of "Property". As used herein, the word "Property" shall mean all of the property described in attached Exhibit A, provided that if the conveyed property consists of more than one subdivided parcel of land, or if the property conveyed is ever subdivided into more than one parcel, then the defined term "Property" shall mean each parcel of land containing all or a portion of the property described herein and the restrictions set forth herein shall apply to each such subdivided parcel.

2. Single Family Use. The Property shall be used only for detached, single-family residence purposes, together with the accessory buildings and structures permitted pursuant to Section 6 below. No more than one detached single-family residential dwelling may be constructed on the Property. No condominium, townhouse, duplex, apartment or other multi-family residential uses are permitted on the Property. Further, no camper, trailer, motor home, boat (including, without limitation, any boat docked adjacent to the Property), recreational vehicle, or similar habitable or transportable unit or structure shall be allowed to remain on or adjacent to the Property as a place of residence. The single-family residence restrictions set forth above shall not prohibit the construction of pools, tennis courts, or other recreational facilities or amenities such as are commonly constructed and maintained for the benefit of lot owners within planned unit developments; provided that such recreational facilities or amenities shall be solely for the use of owners of lots subdivided from the Property.

3. Restricted Activities. The following activities are prohibited on the Property:

a. Raising, breeding, or keeping of animals, livestock or poultry of any kind, except that dogs, cats, or other usual and common household pets (which are registered, licensed and inoculated as required by law) may be permitted on the Property;

b. Any activity which violates local, state, or federal laws or regulations;

c. Institutional uses, including but not limited to group homes, day care centers, churches, temples or shrines, rest homes, schools, medical care facilities, lodges, inns, beds and breakfasts; and

d. Any business or trade, except that an owner or occupant residing on the Property may conduct business activities within a dwelling on the Property so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the

dwelling unit; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Property by clients, customers, suppliers, or other business invitees; (iv) the business activity does not involve any service or delivery business in which more than one vehicle used in such business would be parked overnight on the Property, or for which any parts, equipment supplies, raw materials, components or tools are stored on the Property and (v) the business activity is consistent with the residential character of the Property and does not constitute an unreasonable disturbance to adjoining land owners or others, a nuisance, or a hazardous or offensive use. The foregoing shall not preclude occasional garage sales, moving sales, rummage sales, or similar activities provided that such activities are not held on the Property more than once in any six-month period. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required. The leasing of the Property for single-family residential use shall not be considered a business or trade within the meaning of this subsection

4. Prohibited Conditions. None of the following structures or improvements may be located upon the Property:

- a. Structures, equipment or other items which are visible from any road or adjacent property which have become rusty, dilapidated, or otherwise fallen into disrepair;
- b. Towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind which are located outside of the dwelling on the Property other than (i) a customary antenna, which shall not extend more than ten (10) feet above the top roof ridge of the dwelling; and (ii) a satellite disc or dish no larger than eighteen inches (18") in diameter;
- c. Any freestanding transmission or receiving towers or any non-standard television antennae; and
- d. Chain-link fences.

5. Quality Craftsmanship/Dwelling Size. All buildings and outbuildings erected upon the Property shall be built on site of new materials of good grade, quality and appearance, and shall be constructed in a good, workmanlike manner, conforming to all applicable building codes. Further, all dwellings must meet the following construction requirements:

- a. Dwellings shall not contain less than 1,200 square feet of heated living area;
- b. All dwellings and accessory structures shall be completely supported with solid brick, brick or stone covered block, or stucco covered foundation;
- c. Roofs shall have not less than a 6 inch pitch, and not less than 12 inch overhang, and shall be covered with asphalt or fiberglass shingles, terra cotta tile, real or man-made slate, copper sheathing or wood shingles or pre-painted metal roofing;

- d. The exterior surfaces of all dwellings and accessory structures shall be covered only with brick, stone, hard stucco (synthetic stucco is not permitted), wood, or siding consisting of wood, composite or vinyl material; provided, that any horizontal siding must be completely supported to maintain a straight and even outer surface and must be fully and properly finished; and
- e. Exteriors of all dwellings and accessory structures must be completed within one year after the commencement of construction, and a certificate of occupancy issued within two year after commencement of construction.

6. Permitted Accessory Structures. No buildings, structures or improvements of any kind may be located on the Property other than one detached, single-family residential home, and the following permitted accessory structures:

- a. Storage and shop outbuildings, including detached garages, workshops, storage and utility buildings, greenhouses and similar buildings, not exceeding fourteen (14) feet in height. The total square footage contained within all such outbuildings combined shall not exceed two thousand square feet. All outbuildings shall be permanently affixed to the Property and shall be covered with the approved exterior materials described in Section 5(d) above, except that the exterior of greenhouses may be of materials typically used for that purpose.
- b. Recreational structures, including decking, gazebos, covered patios, playhouses, barbecue pits and similar structures. The total square footage contained within such structures when combined shall not exceed one thousand (1000) square feet in area.
- c. To the extent permitted at the time of construction and installation by Duke Energy Corporation (or its successor, with respect to ownership and/or management authority over the Lake, if applicable, hereinafter, "Duke Energy") and all applicable governmental authorities, waterfront structures, including fixed piers, boat slips or floats, covered docks, boat ramps, decking and sitting areas attached to piers, walkways and other similar structures. Policies, laws and regulations regarding the ability to construct or install such structures may change from time to time before or after acquisition of the Property and Developer makes no representation or warranty as to the ability to construct or install such structures either now or in the future.

7. Site Development Requirements. The Property shall be subject to the following specific development requirements:

- a. No portion (or portions) of the Property greater than 1200 square feet shall be: (i) denuded of ground cover or topsoil, (ii) graded, (iii) excavated or (iv) covered with earth or other natural or man-made fill material, unless all required building, grading and erosion control permits have been issued by the applicable authorities.
- b. All denuded, graded, excavated or filled areas shall be stabilized and replanted on or before: (1) the thirtieth day following the initial denuding, grading, excavation, or filling (unless footings and foundations are being installed upon the disturbed area and construction is being diligently and continuously pursued upon such area); or (ii) such time as construction is completed or interrupted for a period of thirty (30) continuous days.

- c. The proper installation (in accordance with manufacturer's instructions) of construction silt fencing on the lower perimeters of all areas within the Property to be disturbed, and any other areas which may be impacted by silt runoff from any disturbed areas located on the Property.

8. Maintenance of Property. The property shall not be used for dumping or storing rubbish, junked or inoperative vehicles, or other items or materials which are unsightly and/or unsanitary in a residential community.

9. No Claims. No owner of Property shall have any claim or cause of action against Developer or its assignees arising out of the exercise, or non-exercise, or enforcement, or failure to enforce, or the amendment, release or grant of variance with respect to any covenant, condition, restriction, easement or other right reserved hereunder or referred to herein.

10. No Delay. No delay or failure on the part of Developer to invoke an available remedy with respect to a violation of any restriction contained herein shall be held to be a waiver by Developer of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.

11. Rights of Enforcement. The covenants, conditions and restrictions set forth herein shall run with the title to the Property. If any Property owner, anyone having or claiming any interest by or through and owner, or any guest of an owner shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, Developer or any owner of any portion of the Property may enforce the covenants, conditions and restrictions set forth herein by any remedy available at law or in equity, either to prevent or remediate such violation, or recover damages for such violation. The party bringing such action shall be entitled to recover its reasonable attorney's fees and expenses incurred in such proceedings from the person or entity violating or attempting to violate the same.

12. Modification, Amendment, Variances. Developer hereby reserves the right for itself and its successors or assigns, to modify, release, or grant variances with respect to the provisions of Sections 4, 5, 6 and 7 hereof to the extent that such modifications, releases or variances are, in the discretion of the Developer, reasonable under the particular circumstances. Any provision of these Restrictive Covenants may be modified or amended by consent of the owners of two-thirds of the total parcels within the property at the time of amendment, provided that the modifications or amendments shall have prospective application only.

13. Term. The provisions herein shall remain in force and effect for a period of twenty-five years from the date of recording, after which they shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the parcels has been recorded changing the provisions in whole or in part.

14. Reserved Easement. Grantor hereby reserves unto itself and any successors in title and for the benefit of the owners of the property (i) a ten (10) foot wide easement extending into the Property from and along all side Property lines for the installation and maintenance of utility lines, drainage ditches or facilities, or communications facilities; and (ii) a fifteen (15) foot wide easement extending into the Property from and along any public or private road rights of way for the installation and maintenance of utility lines, drainage ditches or facilities, or communications facilities.

16. **No Modular or Mobile Homes.** No mobile, manufactured or modular home or structure having the characteristics or appearance of a mobile, modular or manufactured home, including, without limitation, any mobile, modular or manufactured home as defined by the building codes or other applicable laws where the Property is located, shall be located upon the Property.

~~Witness:~~ Byron
Kenneth B. Clark

John Thomas

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

I, the undersigned, a Notary Public for the State of South Carolina, do hereby certify that James H. Markley, III, and Charles M. Bouknight, Jr., did personally appear before me this day and acknowledge the due execution of the foregoing instrument.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Comm. Exp.: _____