

**AMENDED SUPPLEMENTAL DECLARATION #23 OF**  
**COVENANTS AND EASEMENTS**  
**LAKES AND STREAMS SUBDIVISION**  
**FOR**  
**CANARY PARK VILLAGE**

THIS SUPPLEMENTAL DECLARATION #23, made and executed this 22nd day of November 2016, by LAKES AND STREAMS DEVELOPMENT COMPANY, INC., a South Carolina corporation, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 641, page 186 at the RMC, Aiken County, South Carolina, the document "Declaration Of Covenants And Easements, Lakes and Streams Subdivision", dated 16-Jan-92, and

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 709, page 302 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #1 Of Covenants And Easements, Lakes and Streams Subdivision", dated 04-June-93, and

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 752, page 218 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #2 Of Covenants And Easements, Lakes and Streams Subdivision", dated 9-May-94, and

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 785, page 273 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #3 Of Covenants And Easements, Lakes and Streams Subdivision", dated 23-Feb-95, and

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 802, page 217 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #4 Of Covenants And Easements, Lakes and Streams Subdivision", dated 30-March-94, and

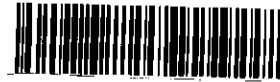
WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 830, page 71 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #5 Of Covenants And Easements, Lakes and Streams Subdivision", dated 02-May-96, and

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 837, page 119 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #6 Of Covenants And Easements, Lakes and Streams Subdivision", dated 12-July-96, and

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 844, page 63 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #7 Of Covenants And Easements, Lakes and Streams Subdivision", dated 6-Sep-96, and

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 847, page 76 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #8 Of

2016029053  
AMENDED COVENANTS  
RECORDING FEES \$24.00  
PRESENTED & RECORDED:  
11-23-2016 11:35 AM  
JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: VIRGINIA DUNN DEPUTY  
BK: RB 4635  
PG: 1917 - 1934



Covenants And Easements, Lakes and Streams Subdivision", dated 20-Sep-96, and

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 878, page 176 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #9 Of Covenants And Easements, Lakes and Streams Subdivision", dated 4-March-97, and

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 878, page 179 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #10 Of Covenants And Easements, Lakes and Streams Subdivision", dated 27-June-97, and

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 883, page 177 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #11 Of Covenants And Easements, Lakes and Streams Subdivision", dated 08-Sep-97, and

WHEREAS, Declarant has caused to be recorded in Volume 923 , page 241 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #12 Of Covenants And Easements, Lakes and Streams Subdivision", dated 18 May, 1998, and

WHEREAS, Declarant has caused to be recorded in Volume 925 , page 104 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #13 Of Covenants And Easements, Lakes and Streams Subdivision", dated 2 June, 1998, and

WHEREAS, Declarant has caused to be recorded in Volume 923 , page 116 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #14 Of Covenants And Easements, Lakes and Streams Subdivision", dated 15 JuLY, 1998, and

WHEREAS, Declarant has caused to be recorded in Volume 944 , page 191 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #15 Of Covenants And Easements, Lakes and Streams Subdivision", dated 23-Aug-99, and

WHEREAS, Declarant has caused to be recorded in Volume Misc. Book 1001 , page 246 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #16 Of Covenants And Easements, Lakes and Streams Subdivision", dated 19-Oct-99, and

WHEREAS, Declarant has caused to be recorded in Volume Misc. Book 1061 , page 230 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #17 Of Covenants And Easements, Lakes and Streams Subdivision", dated 21-Nov-2000, and

WHEREAS, Declarant has caused to be recorded in Volume Misc. Book 1070 , page 3 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #18 Of Covenants And Easements, Lakes and Streams Subdivision", dated 16-April-2001, and

WHEREAS, Declarant has caused to be recorded in Volume Misc. Book 1092 , page 7 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #19 Of Covenants And Easements, Lakes and Streams Subdivision", dated 5-Sept-2001, and

WHEREAS, Declarant has caused to be recorded in Volume Misc. Book 1115 , page 74 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #20 Of Covenants And Easements, Lakes and Streams Subdivision", dated 14-Feb-2002, and

WHEREAS, Declarant has caused to be recorded in Volume Misc. Book 4112 , page 2136 at

the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #21 Of Covenants And Easements, Lakes and Streams Subdivision", dated 20-Nov-2006, and

WHEREAS, Declarant has caused to be recorded in Volume Misc. Book 4482 , page 278 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #22 Of Covenants And Easements, Lakes and Streams Subdivision", dated 29-Apr-2013, and

WHEREAS, Declarant has caused to be recorded in Volume Misc. Book 4620 , page 522 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #23 Of Covenants And Easements, Lakes and Streams Subdivision", dated 1-Aug-2016, and

WHEREAS, in accordance with the provisions of "Article II, Section 3, Future Additions", "Article XIV, Section 2, Amendment By Declarant", and "Article X, Section 4, FHA/VA Approval", Declarant now desires to:

- \* Alter, add to or delete from the above named Declarations, and
- \* Bring within the provisions of the above named Declarations selected lots within the Village of "Canary Park Village" and

WHEREAS, the villages are a part of Lakes and Streams Subdivision which is being developed by Lakes and Streams Development Company, Inc.; and

WHEREAS, certain property as shown and designated upon Exhibit "A-20" attached hereto and made a part hereof and being identified as:

- \* Record Plat of Canary Park Village, which includes common areas which have been or will be conveyed by the Declarant unto the Lakes and Streams Homeowners Association and which includes Landscape Easements, Maintenance Easements, Beauty Easements and Access/Egress Easements; and

WHEREAS, Declarant desires to insure the attractiveness of The Subdivision and its "villages" and to provide for the maintenance of the Common Areas and Facilities, Easements and other areas in the subdivision and other properties within Lakes and Streams Subdivision.

NOW, THEREFORE, Declarant and Association, intending to be legally bound, hereby declare that the properties of Lakes and Streams and such additions thereto as may be made hereafter pursuant to the provisions of Article II of said covenants, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the above named Declarations, and in this Supplemental Declaration hereinafter set forth.

## **ARTICLE I**

### **DEFINITION OF TERMS**

**Article I, an is added as follows:**

an. Supplemental Declaration #23 shall mean this Supplemental Declaration, recorded in Book 4625, Page 1917, RMC, Aiken County, South Carolina.

**Article I, ap, is added to as follows:**

ap. Canary Park Village of "Property" shall mean and refer to the real property situate in Aiken County, South Carolina, more particularly described in Exhibit "A-20", and all additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS  
THERE TO**

**Article II, Section 1 is added to as follows:**

The Real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens of this Supplemental Declaration #21 is more particularly described in:

- \* Exhibit "A-20 attached hereto and made part hereof:

**ARTICLES III AND IV**

----- No change -----

**ARTICLE V  
COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Article V, Section 3 is added to as follows:**

Until December 31, 2016, the maximum annual assessments shall be:

|                                  |        |
|----------------------------------|--------|
| Lake Pointe Village I and II     | 231.00 |
| Meadowlark Village               | 262.00 |
| Redbird Lake Village             | 262.00 |
| Canary Lake Village              | 288.00 |
| Canary Lake Village II           | 288.00 |
| Robin Lake Village I and II      | 288.00 |
| Canary Park Village              | 350.00 |
| Swan Lake Village I and II       | 350.00 |
| Dove Lake Village                | 350.00 |
| Steeplechase Lake Village        | 350.00 |
| Bluebird Lake Village I and II   | 433.00 |
| Hummingbird Lake Estates Village | 465.00 |

**Article VII is added to as follows:**

**ARTICLE VII  
ARCHITECTURAL CONTROL; PROTECTIVE  
COVENANTS FOR  
CANARY PARK VILLAGE**

Note: This article contains material that is also included in the  
DECLARATION. It is repeated here for ease of use.

This Article includes five sections: (1) ARCHITECTURAL CONTROL, (2) PROTECTIVE COVENANTS, (3) SPECIAL PROTECTIVE COVENANTS APPLICABLE TO LOTS "FRONTING" ON LAKES AND LAKE COMMON AREAS, (4) SPECIAL COVENANTS APPLICABLE TO THE LAKES, COMMON AREAS, STREAMS AND WATERS, and (5) GENERAL COVENANTS AND RESERVATIONS. OF STEEPLECHASE LAKES

**SECTION 1. ARCHITECTURAL CONTROL**

No structures or improvements of any description, including walls and fences, shall be erected on any lot without the prior written consent and approval of the plans and specifications of such structure, its location on the lot and direction in which it shall face, by an architectural committee composed of the Declarant, and/or its appointed representatives, or its successors as developer. The Architectural Control Committee hereafter shall be referred to as the ACC, and shall have sole right to accept or refuse any building, construction, landscaping, grading, site plans, which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In so passing upon building plans, specifications, site plans or grading plans, the ACC shall take into consideration the suitability of the proposed improvements, the materials of which it will be built, the location on the lot of the proposed building and any other improvements, the harmony of the building in its location with its surroundings, and the effect of the building as planned from the outlook of adjacent or neighboring portions of the subject property. All fences, walls, barbecue pits, detached garages and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials similar to the materials used therein. Building plans and specifications submitted to the ACC shall consist of not less than the following: foundation plan, floor plans, typical wall sections, elevations of exterior, roof plan, fence locations, decks and patios, location of dwelling and other buildings, their off-sets to property lines and easements or any other site improvement planned and not mentioned herein. Neither the main residential building nor accessory buildings may be constructed on any lot without the full and active supervision of an architect or builder licensed in the State of South Carolina upon whom the responsibility of conformance to these covenants shall rest, this responsibility to be joint and several with the owner of the lot.

1.1 DWELLING SIZE, CHARACTER AND QUALITY: All residences constructed on any lot shall be single-family residences. The minimum dwelling floor area of finished and heated dwelling floor area, exclusive of porches, shall not be less than:

**Canary Park Village:**

- \* 1600 square feet for single level homes
- \* 700 square feet on the first floor for two story homes

1.2 GARAGES: No dwelling house shall be constructed so as to contain a carport or other exposed space that may be used for storage. At least a double car garage is required. All garages shall be equipped with doors adequate to render the interior of the garage out of view. Unless specifically approved by the Architectural Control Committee, the entrances to the garages shall be:

- \* **Canary Park Village: Front or side entry,**

1.3 FENCES, GRADE WALLS, AND HEDGES: No fence, wall, hedge or shrub planting which obstructs sight at elevation between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street, property lines, and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. Fences are not permitted forward of the dwelling front line. Fences from the dwelling mid-side line to the rear shall not exceed 6-feet in height. Material of construction of the fence shall be in keeping with the general appearance of the neighborhood and approved by the ACC. Chain link fences are allowed only if vinyl coated in dark colors and if enclosed, disguised or otherwise rendered unobtrusive by (1) other fence of iron, wood, plastic or architectural material in a rail, stake, slat, box, etc. design, and/or (2) suitable landscaping. The ACC shall be the sole judge of the measures required to make the vinyl coated, chain link fence unobtrusive.

- \* For unusual lots of peculiar shape, the ACC shall determine the location, size and height of said fence. The ACC shall be the sole determinant of which lots shall come within this provision of the covenants.

1.4 DRIVEWAYS LOCATION, NUMBER, AND INSTALLATION: The dwelling shall include a driveway of concrete, stones set in concrete, brick or other approved masonry material construction (not asphalt) from the point of road access to the garage. The driveway will connect with the road so as to meet Aiken County Specifications. The driveway shall be at least ten (10) feet wide in its narrowest point, widening to meet the garage and the road.

1.5 CONCRETE WALKWAYS: A concrete walkway connecting to the adjacent walkways may be required on selected lots as shown on the record plat. The construction and location of the walkway shall be in accordance with the engineering drawings and specifications for the subdivision. The construction of the walkway/driveway is the responsibility of the builder/owner and must be constructed (poured) at the same time as the driveway.

1.6 LANDSCAPING AND EROSION CONTROL: Each lot owner shall upon commencement of work within the subdivision evaluate erosion control methods to employ prior to clearing a lot for construction. Lost sediment upon an adjoining lot or in the adjoining water bodies shall be the responsibility of the lot owner from whose property erosion was generated. Therefore, erosion barriers are required along sloped grades to prevent such erosion. Upon

completion of construction of each dwelling, foundation plantings shall be installed immediately to complement the design and character of said structure. At the same time as final grading of a lot, a temporary mulch and seed shall be applied to adequately stabilize soil to prevent erosion and provide a neat ground-cover appearance until the next planting season at which time permanent lawn of suitable residential quality shall be installed. All lot owners in the subdivision shall maintain lawns, shrubs, and natural straw areas in a cut, trimmed, and neat appearance so as to enhance the appearance of the dwelling.

\* **Canary Park Village:**

A basic package of shrubbery including at least 10 plants of "1-gallon" size or 8 plants of "3-gallon" or combination thereof, is required. Sodded lawns in the front yard are required, with sodding of at least 17.5 sqft per foot of frontage.

A lawn sprinkler system is required in the sodded area of the front lawn. An automatic control is required on the sprinkler.

1.7 ANTENNAS: Antennas for television reception commonly referred to as "satellite dishes" are not permitted in diameters that exceed 30 (thirty) inches. No such antenna or other antenna external to the house/garage structure are permitted without the written approval of the ACC. The ACC shall emphasize that any antenna be located/landscaped/shrouded so as to be unobtrusive. The ACC shall be the sole judge of what constitutes "unobtrusive".

1.8 AIR CONDITIONERS: The "outside" unit of air conditioners/heat pumps shall preferably be mounted in the rear of the dwelling. Location in front of the dwelling is not permitted. Location on the sides of the dwelling is permitted.

1.9 EXTERIOR MATERIALS OF CONSTRUCTION: Masonite, cedar and concrete block are not permitted.

\* **Canary Park Village:**

The external facing materials may be vinyl, brick, stone, wood, stucco or combination thereof. The facing on the foundation shall be brick, stone or stucco to match the main structure. Other materials must be submitted to the ACC for written approval prior to use. Concrete block are permitted on the side and rear foundations provided that the concrete block is "split face" block. Any other material must be submitted to the ACC for written approval prior to use.

1.10 ROOF COVERING AND SLOPE:

\* **Canary Park Village:**

The slope (pitch) of the roof shall not be less than 6/12. The covering material shall be at least fiberglass/asbestos asphalt 'architectural' shingles in dark, earth tones.

## 1.11 WINDOW MATERIALS:

### \* **Canary Park Village:**

Windows may be painted aluminum, wood, vinyl clad wood or vinyl. The latter shall be approved in advance by the ACC.

1.14 MAIL BOXES: Mail boxes and supporting posts will be standard for all homes. The first mailbox will be provided by the Declarant. Repair, maintenance and replacement with like box/post is the responsibility of the owner.

1.15 LOT CLEARING: Trees of greater than 6-inch diameter, measured 6-feet above ground shall not be removed without permission of the ACC.

## **SECTION 2. PROTECTIVE COVENANTS**

Without intending to limit the generality of the other provisions of the Article IV, the following restrictions are imposed as a common scheme on all lots:

2.1 LAND USE AND BUILDING TYPE: All lots shall be known and designated as residential lots and used for residential purposes only. No building 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 (2-1/2) stories in height in the front and a private garage for not more than four (4) vehicles, and other approved structures as hereinafter provided.

2.2 COMMERCIAL ACTIVITY: No commercial activity of any kind or nature shall be conducted upon any of the lots, except that:

(a) the Lakes and Streams Development Company and its management Company, Tharpe Investment Enterprises, shall have the privilege of maintaining an office on the property to manage the development, distribute information regarding the development, make sales and manage the Home Owner Association affairs and such other activities as are required for the benefit of the development. Said office shall not exceed three (3) permanent employees.

(b) home offices that are staffed only by residents of the home are permitted, provided that such office does not create undue traffic or have any visible exterior sign that such office exists.

2.3 HOBBIES: The pursuit of hobbies or other activities, including, without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly, or unkempt conditions, shall not be pursued or undertaken in the front yard of any residential building lot, or rear yard of a lot facing the lake, or in driveway, or garage where such condition shall be visible from any street upon which such residential building lot may abut.



**2.4 LOT SIZE AND QUALITY:** Lots may be enlarged by the addition of other contiguous property lying inside or outside said subdivision, combined or divided, provided that in such re-subdivision of any lots, the setback line and the side and rear line restrictions as set forth in these covenants shall be applicable to such lots as re-subdivided, provided the ACC shall have approved the changes in lot size. Any owner of a lot in the subdivision acquiring an interest in property contiguous to the boundary of said subdivision shall limit access through the subdivision lots to said property to his personal use and shall maintain a suitable screen at adjoining boundary if use of adjoining property is deemed offensive in use or appearance by the ACC. No building of any kind shall be constructed on any lot nearer the street than the minimum setback lines on the plat of the subdivision. No building of any kind or character shall be constructed within ten (10) feet of any property line, except as otherwise designated on the plan and where an adjacent lot is incorporated or re-subdivided and then the outermost property boundary as reconstituted shall be used to determine the minimum building setback lines. The setback limits shall be as identified on the Record Plat, identified on Attachment #20, except, the Lakes and Streams Development Company, its successors or its assign, shall have the right to direct the Architectural Control Committee to allow the side set back limits to be reduced to not less than 5 feet on selected lots that are "convergent" from front to back (i.e., lots that are narrower at the rear of the lot than at the front of the lot). In cases where a lot shall fail to meet the "percolation" test performed by the SCDHEC, the Lakes and Streams Development Company shall have the right to deed from the common areas that the company has deeded to the Lakes and Streams Homeowners Association, the amount of land necessary to provide the additional land required to allow the said lot to meet the "percolation" requirements. The Homeowners Association shall retain a right of easement and use as common area over the property such deeded.

**2.5 NUISANCES:** No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor should any such condition be permitted to exist.

**2.6 TEMPORARY RESIDENCE:** No trailer, attic, shack, garage, barn, mobile home, modular home or other outside buildings shall be used for residential purposes, except that servant quarters may be provided as part of, or necessary to, a main residence, and shall conform to it in exterior design and quality.

**2.7 EASEMENTS, DRAINAGE, AND UTILITIES:** Easements for the installation and maintenance of all utilities and drainage facilities are reserved by the Declarant over the rear ten (10) feet of the each lot and five (5) feet on the side lot line of each lot; this easement shall apply to the side lines as re-subdivided in lieu of the side lines of the lots as shown on the original plat referred to above, unless the installation of utilities and drainage facilities have been completed, in which event, the original easement granted is irrevocable without the written consent of the ACC. Where a larger easement is shown on the said plat, the larger easement will apply instead of the easement herein reserved. Drainage flow shall not be obstructed, diverted, or altered from drainage or utility easement or the natural course of the waters of any creek, streams, road swales, lake or pond.

**2.8 SEWAGE DISPOSAL:** All sewage disposals shall be by septic tank meeting approval of the State Board of Health until such time as municipal sewerage may become available. No effluent shall run in any ditch line or street unless it has first passed through an absorption filter approved by the appropriate health authorities.

2.9 LIVESTOCK, POULTRY, AND PETS: No animals, livestock or poultry of any kind shall be allowed on any lot for the purpose of boarding, raising, or breeding. Domestic pets such as dogs and cats shall be limited to no more than a total of three (3) unless approved by the ACC, and then for non-commercial purposes. No animal considered wild and typically dangerous shall be allowed to be kept on any lot and are prohibited within the boundaries of the subdivision. All pets are the responsibility of the owners and shall be contained on owner's property at all times unless accompanied by owner and on a leash.

2.10 SIGNS: Except as required by statute or county ordinance, no signs may be maintained upon any lot without the prior written approval of the ACC. The Declarant shall have the right to install any and all signs it deems necessary in the construction of the development and any common areas. Real estate companies, general contractors and builders, and owners may place a for sale type sign on not more than one property boundary, but in no event shall a sign exceed two (2) feet by three (3) feet in area. Subcontractors or suppliers may not display signs. No signs may be placed on or about rights-of-way, easements or common areas without written approval of the Declarant.

2.11 VISUAL OR MATERIAL POLLUTION, GARDENS, CLOTHESLINES, AND STORAGE TANKS: No pollution visually, chemically, or by virtue of the presence of an element shall be allowed in the subdivision. All garbage and refuse disposal shall be contained in portable containers associated with public or private trash and garbage collection authorities, in sanitary condition and removed on a routine and frequent schedule as not to present any noxious smells on or about lot. Storage shall be behind the rear line of the dwelling. All cut vegetation or trash shall be removed within ten (10) calendar days. No garbage or domestic trash shall be disposed of by burning or burying on any lot within this subdivision or adjacent property. A vegetable garden may be planted in the rear or backyard of any lot, consistent with the easements and other provision set forth herein. No clotheslines, drying racks, or fences used for drying clothes shall be constructed or maintained nearer the front street line than the rear line of the residence constructed on each lot. Neither of the above shall extend beyond the side lines of the house. No exposed, above ground tanks will be permitted for the storage of fuel, water or any other use.

Storage of trash receptacles shall be behind the rear of the house and against the house, except that storage is also allowed at other location provided that:

- \* Storage is against the structure of the house,
- \* Trash receptacles are dark colored and unobtrusive, and
- \* all other provisions of this covenant are met.

The ACC shall be the sole judge of whether the trash cans selected and their location are unobtrusive.

**2.12 RE-SURVEY OF LOTS:** The Declarant reserves unto itself, its successors and assigns, the full right and privilege to resurvey and change the lots in the subdivision owned by the Declarant, provided, however, that such right and privilege shall not affect any lots already sold and provided that no lot in such resurvey shall be less in area than the smallest lot now shown in the subdivision from which such resurvey lot may be carved and provided that such resurvey shall be in accordance with the provisions of Paragraph 2.4 above.

**2.13 PARKING AND VEHICULAR STORAGE:**

- a) No junked or abandoned vehicles shall be allowed or permitted to be on any lot for a period exceeding thirty (30) days and any vehicle not bearing a current license plate issued by a State Highway Department shall be considered abandoned. Such vehicles may be stored in a garage with a garage door concealing visual contact from the street or adjacent properties.
- b) Campers, recreational vehicles (RVs), boats or other types of similar equipment shall be parked no closer to the street than the rear corner of the dwelling and within the extended sidelines of the dwelling. Additionally, in the case of a corner lot, no vehicle shall be parked any closer than a far rear corner from either street. If enclosed by a 6 foot, wooden fence, the vehicles may be parked outside of the sidelines of the main dwelling. For lake front lots, recreational vehicles (RVs) or oversize boats shall not be parked in the rear yard. Such vehicles may be parked in an enclosed garage in the rear yard.
- c) Vehicles parked forward of the rear corner of the dwelling (i.e., side and front yards) shall only be parked on the hard surface driveways, said driveways to have been approved by the Architectural Control Committee. Parking off of the driveways is prohibited.
- d) No housetrailer, heavy construction equipment or heavy commercial vehicles such as "semi's" or "bob-tails" shall be parked or stored on the lots except for construction purposes during construction period.
- e) No "on-street" parking is allowed except for temporary guests.
- f) Vehicles known as "Panel Trucks" and some pickup trucks with "lettering" and/or caps are commercial vehicles and are prohibited from parking in the side or front yards of a dwelling. Such vehicles are "light" commercial vehicles and may be parked within the provisions of (b) above.
- g) The Architectural Control Committee may consider the request of a Homeowner and give approval for the parking of a vehicle in a manner that does not entirely conform to the above. Such approval shall only be given, if in the opinion of the Committee, approval will provide relief in a hardship condition and will not significantly detract from the appearance of the neighborhood.

**2.14 OWNERSHIP OF LAKES, PONDS AND WATERS:** No lot owner, provided his property is bounded by the water of a lake, pond, stream, or creek, shall by virtue of his ownership of any lot, acquire any private right, title or interest in, or to, the aforementioned water thereof of the subdivision or the beds, waters or surfaces thereof.

**2.15 USE OF SWAN LAKE, BLUE BIRD LAKE, HUMMINGBIRD LAKE, REDBIRD LAKE, DOVE LAKE, OR OTHER WATERS AND COMMON AREAS.** All such areas are intended for the private use of the members of the HA. All homeowners in the subject Village shall be members of the HA.

**2.16 DEVELOPMENT DAMAGE:** Lot owners shall be responsible for damages to the development, its entrance, streets, shoulders, utilities, ponds or lakes caused by contractors or

subcontractors during the performance of their responsibilities. Non-rubber track vehicles are strictly prohibited from crossing streets unless adequate protection is provided to existing pavements, drainage cuts, shoulders, etc..

**2.17 CONSTRUCTION TIME:** The construction of a residence upon any lot must be initiated within two (2) months of the purchase of the lot from the Declarant and must be completed within eight (8) months after the laying of the foundation unless an extension is granted by the ACC. Any residence partially destroyed by fire or other cause shall be restored within one hundred eighty (180) days thereafter. In case of any residence that is totally destroyed, the residue shall be removed from the lot within ninety (90) days thereafter.

With approval of the ACC or the Declarant, a lot may be purchased and "held" for later construction of a home. In such event, the owner shall:

- \* Commence payment of the annual homeowner fee from the date of purchase of the lot, and
- \* Within 12 months, clear and cleanup the underbrush from the lot and maintain same in a state suitable to a residential neighborhood.

**2.18 WEAPONS:** No firearms, hunting bows or similar weapons may be discharged in the subdivision.

**2.19 INHERENT DANGER:** Recognizing there are inherent dangers in living in or visiting a development in which playground equipment, swings, creeks, lakes, streams, forests, fountains, fountain pools, etc., naturally afford the heightened opportunity of accident, serious injury and even death, each member of the HA and their guests do hereby release and forever discharge the Declarant and the Homeowners Association from any and all liability due to acts of simple negligence. Further, members of the Homeowners Association and their guests agree that in the event of injury or death they agree to forego an opportunity to seek legal redress for the personal injury or the death through the judicial system and agree to submit to binding arbitration consisting of T. Murphy, Attorney and Chairman of the Board, a member to be selected by the Declarant and a third member to be selected by the Homeowners Association. Rules of Procedure shall be governed by Regulations of the American Arbitration Association and a majority vote shall prevail. All decisions shall be final.

**2.20 DUMPING OR OTHER DISPOSAL:** No dumping, disposal or release of effluent is allowed into a lake or stream or other portions of the undeveloped Lakes and Streams Subdivision.

**2.21 SWIMMING POOLS:** "Above-Ground" swimming pools are allowed provided that they are partially buried so that not more than 2 feet of the pool wall is above ground level and that the wall above ground level is framed/enclosed with wood materials. The swimming pool design, layout, enclosure and landscaping shall be approved by the ACC.

2.22 SET BACKS OF HOUSE FROM FRONT, SIDES AND REAR: The setback limits shall be as identified on the Record Plat, identified on Attachmen #20, except, the Lakes and Streams Development Company, it successors or its assign, shall have the right to direct the Architectural Control Committes to allow the side set back limits to be reduced to not less than 5 feet on selected lots that are "convergent" from front to back (i.e., lots that are narrower at the rear of the lot than at the, front of the lot).

### **SECTION 3. SPECIAL PROTECTIVE COVENANTS APPLICABLE TO LOTS** **"FRONTING" ON LAKES AND LAKE COMMON AREAS.**

Without intending to limit the generality of the other provisions of this Article IV, the following restrictions are imposed as a common scheme on lots which front or abut the lakes shown on the plat named in Attachment A-19.

3.1 BEAUTY EASEMENT: A Beauty and Access Easement of 30-feet width measured from the lake high waterline up the shoreline is established. Plans for landscaping in the Beauty and Access Easement shall be submitted to the ACC prior to start of work for review and approval.

3.2 REAR SETBACK REQUIREMENT: The rear line of the dwelling, garage, or other outbuildings must be at least 50-feet from the lake high water line.

3.3 FENCES: Fences from the dwelling front line to the rear shall not exceed 4-feet in height without special approval of the ACC, except; however that fences up to 6-feet in height shall be allowed provided that the fence not be closer that 50-feet to the high water line or 20-feet to the lot side-lines. Material of construction of the fence shall be in keeping with the general appearance of the neighborhood and approved by the ACC.

3.4. CHANGES TO LAKE SHORELINE, EXCAVATION OR FILL-IN OF LAKE: Changes to lake shoreline, any excavation or fill-in of lake is prohibited. No dumping into the lake is permitted.

3.5. EFFLUENTS: No effluent other than natural rain water is permitted into the lake.

3.6. BLOCKAGE OF LAKE VIEW - TREES AND LANDSCAPING: Wooded, landscaped lots are desirable; however, trees can be added or existing trees can grow to such extent that the view of the lake from the encircling road would be blocked. A balancing of individual property owners rights versus the rights of others in the HA is required. In the event of conflict concerning the blockage of view, the issue shall be presented to the ACC. If in the opinion of the ACC, corrective action is required, the issue will be presented to the Board of Directors of the HA. If the Board of Directors is of the unanimous opinion that corrective action is required, necessary pruning, tree removal, etc., shall be taken at the expense of the HA. If the Board of Directors is not unanimous, the issue shall be presented to the HA at the next annual meeting where majority vote will decide the issue.

3.7. PARKING OF BOATS, TRAVEL TRAVEL TRAILERS OR OTHER RECREATIONAL VEHICLES: Such vehicles may not be parked outside of a garage on lake front lots.

## **SECTION 4. SPECIAL COVENANTS APPLICABLE TO THE LAKES, COMMON AREAS, STREAMS AND WATERS.**

Without intending to limit the generality of the other provisions of this Article VIe, the following restrictions are imposed as a common scheme on all lots.

4.1 RECREATIONAL EQUIPMENT: All personal flotation, boating, personal pontoon, and other recreational equipment shall be suitable in size and character for use in or on lakes, parks and other public type areas and will be subject to the judgement and approval of the ACC for use. Such review and approval shall in no way constitute an approval by the ACC as to the safety and/or adequacy of such device to protect its owner or others.

4.2 POWERED BOATING EQUIPMENT: No equipment shall be powered using anything other than sail, electric or manpower means. Electric motors shall not exceed three (3) horsepower per boat. Boats shall not exceed fourteen (14) feet in length. Personal flotation equipment (U.S. Coast Guard Approved) will be worn by all boaters. Boats and similar equipment may not be stored "floating" or "tethered" in the lake. The ACC may designate a storage area in the COMMON AREAS for use as a storage area.

4.3 DOCKS, DIVING BOARDS OR FLOATING DOCKS: No dock, ramps, diving boards, floating docks, swings over the water or other structures are permitted. Diving is not permitted.

**4.4 SWIMMING: Swimmers recognize that swimming is an inherently dangerous activity and shall only swim with a swimming partner or be observed by an adult capable of rescue.**

4.5 HOURS OF USE: Swimming is permitted within the hours of 10:00 AM to sunset. Fishing is permitted from sun rise to sunset. Use of the Common Areas is permitted from sunrise to sunset.

4.6 RADIOS, TAPE PLAYERS, TV SETS: Use of audio and video equipment on the Lakes or in the Common Areas is permitted only with the use of personal earphones.

4.7 FIREARMS, PELLET GUNS, SLING-SHOTS, BOW AND ARROWS, ETC.: The presence or use of any type of firearms, air-guns, pellet guns, sling-shots, bow and arrows or similar recreational or hunting equipment is prohibited in the Common Areas or on the Lakes.

4.8 ALCOHOLIC BEVERAGES: No alcoholic beverages are permitted in the Common Areas or on the Lakes.

4.9 GLASS CONTAINERS: Glass or other breakable containers are prohibited in the Common Areas or on the Lakes.

4.10 NOISY AND/OR UNRULY BEHAVIOR: Bad language, noisy and/or unruly behavior is prohibited in the Common Areas or on the Lakes.

4.11 USE OF WATER FROM LAKES AND STREAMS: Withdrawal of water from a lake or stream is prohibited unless the method, and amount, of withdrawal is approved by the ACC.

## **SECTION 5. GENERAL COVENANTS AND RESERVATIONS**

Without intending to limit the generality of the other provisions of this Article IVe, the following

restrictions are imposed as a common scheme on all lots:

5.1. COMPLIANCE WITH REGULATIONS: All provisions of the ordinances and requirements of the Aiken County Planning Commission, or its successors, applicable to the subdivision shall be observed. In the event of any conflict between any provision of the Aiken County Zoning Ordinance or these protective covenants, the more restrictive provision shall apply.

5.2 AMENDMENTS BY LOT OWNERS: These restrictions of Article VI may be amended from time to time by the majority vote of the members of the HA.

5.3 AMENDMENTS BY ACC: It is specifically provided that the ACC as provided for herein shall have the right and power to alter, amend, add to, or cancel any provision of Article VI set forth in the Declaration and in the Supplemental Declarations thereto and said ACC and their successors in office shall have this authority.

5.4 UTILITIES AND SERVICES: For the good of all in the subdivision, the Declarant reserves to itself the right to: (1) approve those utilities (i.e., cable tv, gas, garbage collection, etc.) that may be offered or installed and (2) designate lots which shall use natural gas for space heating, such designation for the required use of natural gas shall be at sale of the lot.

**ARTICLES VII, VIII, IX, X, XI, XII, XIII**

----- No Change -----

**Article XIV, Section 4 is added to as follows:**

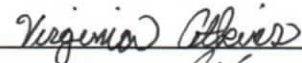
The Declaration and the Supplementary Declarations may be amended in whole or in part solely by the Declarant until such times as the Declarants "Majority plus One" voting right as set forth in the Protective Covenants and Bylaws shall expire.

Signed this date of November 22, 2016.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed the day and year first above written.

Attest: LAKES AND STREAMS DEVELOPMENT  
COMPANY, INC.

By   
J. Todd Tharpe, President

Witness: 

Witness: 



**EXHIBIT "A-20**

All that certain piece, parcel or lots of land situate, lying and being in the County of Aiken, State of South Carolina, being designated as:

\* Record Plat of Canary Park Village  
prepared by Southern Partners, Inc., dated 7-25-16.

which plat(s) are incorporated herein by reference thereto for a more complete and accurate description as to the metes, bounds and location and recorded in:

\* Plat Book 59, Page 461,

records of the RMC Office for Aiken County, South Carolina.

THE STATE OF SOUTH CAROLINA  
AIKEN COUNTY

PROBATE

PERSONALLY appeared before me ~~Susan Colflesh~~ J Todd Tharpe Virginia Atkins

and made oath that HE/SHE saw the within named J TODD THARPE

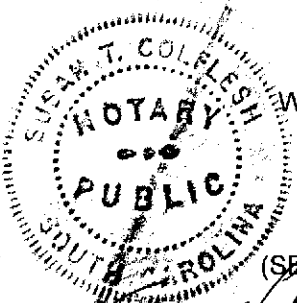
sign, seal, as HIS act and deed, deliver the within written document,

and that HE/SHE with SUSAN T. COLFLESH (notary)

witnessed the execution thereof.

SWORN to before me this 22<sup>nd</sup> day of November, A.D., 20 16.

Witness: Virginia Atkins



(SEAL)  
Susan Colflesh  
Notary Public of South Carolina

My Commission Expires 4/29/2018

Please Return To:  
Tharpe Inv. Ent.  
253 Lake Murray Dr.  
N. Augusta, S.C.  
29841