

**SUMMARY OF ACC GUIDELINES FOR**  
**HUMMINGBIRD LAKE ESTATES VILLAGE**  
**AT LAKES AND STREAMS**

The Hummingbird Lake Estates Village is planned as an estate section with homes appropriate in both size and quality to such a section. The ACC shall evaluate exterior plans, with emphasis on quality of doors, windows, trim, decks, porches, patios, pools, landscaping and like features that, in good taste, define a fine home.

The following summary of the requirements is intended to give guidance in the preparation of house plans to achieve the desired high quality.

**HOUSE AND LOT PLANS**

All plans must be approved by the ACC prior to construction. Plans should include site plans, specifications, as well as exterior materials and paint/trim colors.,

**EXTERIOR MATERIAL**

Brick, stone, stucco or combination thereof.

**ROOF**

Pitch not less than 8/12. Roofing of "Simulated Shingles" (fiberglass/asbestos) in dark and earthtone colors.

**GARAGE**

Garage doors required. No open carports. At least two car garage. Side or rear entry required.

**WINDOWS**

Wood, vinyl or vinyl clad wood.

**DRIVEWAYS**

Width of 12-feet or more. Two connections to road allowed. Brick, stone or other masonry accents are recommended.

**SIDEWALKS**

Sidewalks are not planned for the estate section.

**A/C UNITS**

Side or rear location, side locations to be shrubbed or otherwise shrouded/enclosed.

**FOUNDATIONS**

Crawl or basement.

**LANDSCAPING**

Sod required in front, at least 35 sqft per foot of road frontage. Balance of lot graded and seeded. Sprinkler required (manual or automatic). Minimum shrubs 24 @ 3-gal size or 50 @ 1-gal size or combination.

**MINIMUM HOUSE SIZES**

Recognizing that total size does not necessarily establish an estate home, the ACC shall not be bound by minimum square footage requirements for approval of house plans. However, the committee, except for good cause, shall not approve any plans which provide for (a) less than 2500 square feet of heated area.

### **EXTERIOR COLORS**

ACC shall review and approve external colors.

### **LOT CLEARING**

Trees of greater than 6-inch diameter shall not be removed without ACC approval if outside of house/driveway footprint or septic tank footprint.

### **LOT GRADING**

Plan of grading requires ACC approval.

### **SETBACKS**

50-foot set back minimum. No building nearer than 10-feet to any side or rear lot line.

### **SPACE AND WATER HEATING**

Natural Gas space heating and water heating required in ALL homes!!!! Surcharge of \$971.00 to be assessed to any lot not using gas space heating and water heating.

### **STANDARD MAILBOXES**

Standard Mailboxes and posts will be provided and paid for by the Developer. All homes must use the standard mailbox/post.

### **TIME OF CONSTRUCTION**

The house shall be completed within 18 months of start of construction.

In case of conflict between this "summary" and the covenants as recorded, the as recorded covenants shall rule.

**SUPPLEMENTAL DECLARATION #11 OF**  
**COVENANTS AND EASEMENTS**  
**LAKES AND STREAMS SUBDIVISION**

**HUMMINGBIRD LAKE ESTATES VILLAGES I AND II**

THIS SUPPLEMENTAL DECLARATION #11, made and executed this 8<sup>th</sup> day of September 1997, 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 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, 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
- \* Delete Lots #02011 and #02012 of Supplemental Declaration #4 entirely and make the lots part and parcel of Lots #8001 and #8002, respectively, of Supplemental Declaration #8 and thereby subject to the provisions of Supplemental Declaration #8, 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 intending to be legally bound, hereby declares that the Property described as Lots described above, and such additions thereto as may be made hereafter pursuant provisions of Article II hereof, 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 Declaration, Supplemental Declarations #1 and #2 and #3 and #4 and #5 and #6 and #8 9 and #10 and in this Supplemental Declaration #11 hereinafter set forth.

## ARTICLE I

### DEFINITION OF TERMS

#### Article I, y, is added as follows:

p. Supplemental Declaration #11 shall mean this Supplemental Declaration, recorded in Book 883, Page 177, RMC, Aiken County, South Carolina.

**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 #11 is more particularly described in:

- \* Exhibit "A-7" of Supplemental Declaration #4 and
- \* Exhibit "A-11" of Supplemental Declaration #8.

**Article XIV, Section 2 is added to as follows:**

The Declaration and the Supplementary Declarations may be amended in whole or in part solely by the Declarant for a period of two (2) years from the date of the first conveyance of the title to any Lot in Steeplechase Lakes. In addition, such amendments may be made later than 2 years if required by the Federal Mortgage Agencies as a condition of approval for the financing of any Lot, by the execution and recordation of such amendment following notice to all Owners.

Signed this date of September 8, 1997.

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 Bobby J. Tharpe  
Bobby J. Tharpe, President

Witness: James J. Coffey

Witness: Lou H. Berry

THE STATE OF SOUTH CAROLINA  
AIKEN COUNTY

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PROBATE

PERSONALLY appeared before me SUSAN T. COLFLESH

and made oath that SHE saw the within named BOBBY J. THARPE

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

and that SHE with Lou H Berry  
(notary)

witnessed the execution thereof.

SWORN to before me this 8<sup>th</sup> day of September, A.D., 19 97.

Susan T. Colflesh  
Witness: Susan T. Colflesh

(SEAL)

Lou H Berry  
Notary Public of South Carolina

My Commission Expires 1-18-99

Please Return To:  
Tharpe Inv. Ent.  
P.O. Box 6066  
N. Augusta, S.C.  
29841

RETURNED TO:

SA M

RECORDED 9-16-97 at 1125 hrs.  
Judith D. Warner  
R.M.C. AIKEN COUNTY

**SUPPLEMENTAL DECLARATION #8 OF**  
**COVENANTS AND EASEMENTS**  
**LAKES AND STREAMS SUBDIVISION**

**HUMMINGBIRD LAKE ESTATES VILLAGE II**

THIS SUPPLEMENTAL DECLARATION #8, made and executed this 27<sup>th</sup> day of September 1996, 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 01-April-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 06-Sep-96, 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:

- \* Bring within the provisions of the above named Declaration selected lots with the additional village of "Hummingbird Lake Estates Village II".
- \* Alter, add to or delete from the above named Declarations, and

WHEREAS, Hummingbird Lake Estates Village II is a part of Lakes and Streams Subdivision which developed by Lakes and Streams Development Company, Inc.; and

WHEREAS, certain property as shown and designated upon Exhibit "A-11" attached hereto and made a part hereof and being identified as:

- \* Lots #8001 and #8002 shown on Plat Prepared for Tharpe Investment Enterprises, Inc., Property Located in the Lakes and Streams Development, Northeast of Belverdere, S.C., prepared by Southern Partners, Inc., dated 7/10/96, revised 7/26/96, 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 intending to be legally bound, hereby declares that the Property described in Exhibit "A-11", and such additions thereto as may be made hereafter pursuant to the provisions of Article II hereof, 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 Declaration, Supplemental Declarations #1 and #2 and #3 and #4 and #5 and #6 and #7 and in this Supplemental Declaration #8 hereinafter set forth.

## **ARTICLE I DEFINITION OF TERMS**

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

q. Hummingbird Lake Estates Village II of "Property" shall mean and refer to the real property situate in Aiken County, South Carolina, more particularly described in Exhibit "A-11", and all additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof. "Hummingbird II" as used herein, shall mean Hummingbird Lake Estates Village II

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

r. Supplemental Declaration #8 shall mean this Supplemental Declaration, recorded in Book 847, Page 76, RMC, Aiken County, South Carolina.

## **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 #8 is more particularly described in Exhibits "A-11".



**ARTICLES III AND IV**

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

**ARTICLE V**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

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

Until December 31, 1996, the maximum annual assessments shall be:

- \* \$160.00 for Lake Pointe Village
- \* \$240.00 for Swan Lake Villages I & II
- \* \$320.00 for Hummingbird Lake Estates Village
- \* \$240.00 for SteepleChase Lakes
- \* \$320.00 for Hummingbird Lake Estates Village II

For SteepleChase Lakes and Hummingbird II, the annual Homeowner Fees shall be assessed pro-rata from date of purchase.

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

**ARTICLE VIe**  
**ARCHITECTURAL CONTROL; PROTECTIVE**  
**COVENANTS FOR**  
**HUMMINGBIRD LAKE ESTATES VILLAGE II**

*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.

**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.

Items such as children's gym/play sets, play houses, tree houses, etc., are deemed to be recreational equipment and are subject to the provisions noted above unless the items are such that they are easily transportable and, therefore, are not deemed to be "attached" to house or lot. The ACC shall be the sole judge as to whether the item is "attached". In some cases, it may be inappropriate to construct the item in accordance with the provision of this paragraph. In such case, the approval of the ACC of alternative construction shall be obtained in advance.

**EXCEPTION FOR HUMMINGBIRD II:** Horse Barns and related outbuildings are subject to the architectural provisions above, except that such buildings that are not in general conformity with the design of the house may be allowed if the structures are not visible in winter from the front lot line or if the ACC shall judge that such buildings are acceptable because of their "equestrian" type design. Horse barns and related outbuildings shall be setback from the lake at least 150 feet and from the side and front lot lines at least 75 feet.

The "front lot line" is defined as being 210 feet from the back of the curb of the county or state road on which the lot "fronts".

**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:

- \* 2500 square feet, inclusive of all floors.

**EXCEPTION FOR HUMMINGBIRD II:** Lots may be subdivided into two tracts if approved by the appropriate City or County Authorities. The smallest lot shall not be less than 2.0 acres. After such subdivision, each lot is subject to these protective covenants, each lot shall have one vote in the HomeOwners Association and each lot shall be subject to the annual HomeOwner Fee for Hummingbird II. The annual HomeOwners Fee shall be assessed from the date of purchase (pro-rata) and in the case of subdivision, the annual HomeOwners Fee shall be assessed (pro-rata) from the date of the subdivision.

**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. Side or rear garage entrances are required, except, however; as determined by the ACC that such side or rear entry is impractical/inappropriate for the house and lot. In such case, and if approved by the ACC, an enclosed garage with an entrance facing a street shall be acceptable. All garages shall be equipped with doors adequate to render the interior of the garage out of view.

**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.

**EXCEPTION FOR HUMMINGBIRD II:** The types of fence generally accepted for the enclosing of horses are acceptable beginning 50 feet from the front lot line. The fence visible from the front property line shall be split-rail, rail or other type of "horse" fence, but not wire. Such fence and its location shall be approved by the ACC.

#### 1.4 DRIVEWAYS LOCATION, NUMBER, AND INSTALLATION:

**EXCEPTION FOR HUMMINGBIRD II:** The dwelling shall include a driveway of concrete, stone, brick or other approved masonry material construction from the point of road access to 75 feet. From that point to the "front lot line", the driveway may be asphalt. From that point to the house, the driveway construction is at the option of the owner. Each lot will be limited to one connection of its driveway to the road, unless approved by the ACC. The driveway will connect with the road so as to meet Aiken County Specifications. The driveway shall be at least ten (10) feet wide. The driveway shall be "landscaped" on both sides for a distance of 75 feet from the point of contact with the road.

**1.5 CONCRETE WALKWAYS:** A concrete walkway connecting to the adjacent walkways is 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 recommended 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. A basic package of shrubbery including at least 20 plants of "1-gallon" size or 12 plants of "3-gallon" or combination thereof, is required. Sodded lawns in the front yard are required, with sodding of at least 200 sqft. A lawn sprinkler system is required in the sodded area of the front lawn.

**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 provided that the unit is shrouded/hidden by suitable shrubbery.

Decorative barriers around ground mounted air conditioning units are acceptable alternatives to enclosure by shrubbery provided that:

- (a) The type of materials used and the construction of the barrier are in keeping with the house and the immediate neighborhood.
- (b) the barrier is approved by the ACC.

**1.9 EXTERIOR MATERIALS OF CONSTRUCTION:** Masonite, cedar and concrete block are not permitted (concrete block are permitted in foundations). The external facing materials may be brick, stone, wood, stucco or vinyl or combination thereof. Other materials must be submitted to the ACC for written approval prior to use.

**1.10 ROOF COVERING AND SLOPE:** The slope (pitch) of the roof shall not be less than 7/12. The covering material shall be at least fiberglass/asbestos asphalt shingles in dark, earth tones.

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

**1.12 FOUNDATIONS AND FOUNDATION FACING MATERIAL:** Foundations may be crawl or basement. Slab floors are not permitted. On other than stucco faced houses, the foundation shall be faced with brick or stone on all sides.

**1.13 EXTERIOR COLORS:** The ACC shall review and approve exterior colors in keeping with the colors of the neighborhood.

**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.

**EXCEPTION FOR HUMMINGBIRD II:** The above requirement is applicable for a distance measured 100 feet from the "front lot line". From that point to the rear of the lot, trees may be cleared at the discretion of the owner, except in those area identified on the record plat for each lot as "buffer areas". In those areas, the removal of trees of greater than 2-inch diameter shall be approved by the ACC.

## **SECTION 2. PROTECTIVE COVENANTS**

Without intending to limit the generality of the other provisions of this Article IVc, 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.

**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.

**EXCEPTION FOR HUMMINGBIRD LAKE ESTATES II:** Horses are allowed on the Hummingbird Lake Estates II tracts. Fenced Pasture is required at the rate of 1.5 acres for the first horse and 1 acre per horse thereafter.

**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 VEHICULAR STORAGE:** 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. Campers, recreational vehicles (RVs), school buses, boats or other types of similar equipment shall be parked no closer to the street than 50-feet behind the rear corner of the dwelling and in the case of a corner lot, no vehicle shall be parked any closer than 50-feet behind the rear corner from either street. 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. No "on-street" parking is allowed except for temporary guests. Since vehicles such as those above named (i.e., campers, recreational vehicles, school buses, boats and other similar equipment) are available in a variety of sizes and conditions, the parking of such vehicles outside of a garage shall be approved in writing by the ACC.

**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, CARDINAL LAKE OTHER WATERS AND COMMON AREAS.** All such areas are intended for the private use of the members of the HA. All homeowners in the Hummingbird Lake Estates Village II 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.

**EXCEPTION FOR HUMMINGBIRD II:** The time to the start of construction of a residence upon any lot is at the discretion of the owner. Once construction is initiated, the provisions above shall apply. Within one year of purchase, the access from the road to 165 feet shall be cleaned up and brought to the appearance suitable to a residential neighborhood (i.e., underbrush cleared, 20 feet from back of curb mowed) and maintained as such thereafter.

**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.

### **SECTION 3. SPECIAL PROTECTIVE COVENANTS APPLICABLE TO LOTS "FRONTING" ON CARDINAL LAKE 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 numbered 8001 and 8002 on the plat named in Attachment A-11.

**3.1 BEAUTY EASEMENT:** A Beauty and Access Easement of 30-feet width measured from the lake high waterline up the shoreline is established. Fences, hedges or other enclosures are not permitted within the beauty easement. Lawn chairs, picnic tables, beach umbrellas and other similar transportable equipment may reside in the beauty easement. 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, except; however that fences up to 8-feet in height shall be allowed provided that the fence not be closer that 50-feet to the shoreline 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.

**EXCEPTION FOR HUMMINGBIRD II:** Tennis courts are allowed to approach to 30—feet of the lake with fence up to 8—foot height, provided that the fence shall be "open" structure and vinyl coated.

**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.

**EXCEPTION FOR HUMMINGBIRD II:** Changes to the shoreline of Cardinal Lake are allowed with the prior, written permission of the Architectural Control Committee.

**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.

#### **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 10:00 PM.

**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 BEHAVIOUR:** Bad language, noisy and/or unruly behaviour 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 DURATION OF COVENANTS:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the year 2012, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

**5.2. 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.

**5.3 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.

**5.4 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.

**5.5 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 2 is added to as follows:

The Declaration and the Supplementary Declarations may be amended in whole or in part solely by the Declarant for a period of two (2) years from the date of the first conveyance of the title to any Lot in Hummingbird II. In addition, such amendments may be made later than 2 years if required by the Federal Mortgage Agencies as a condition of approval for the financing of any Lot, by the execution and recordation of such amendment following notice to all Owners.

Signed this date of September 27, 1996.

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 Bobby J. Tharpe  
Bobby J. Tharpe, President

Witness: James J. Murphy

Witness: Lou H. Berry

RETURN TO:  
Tharpe Investment  
Enterprises, Inc.  
P.O. Box 6066  
North Augusta, SC 29841-6066

EXHIBIT "A-11"

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:

- \* Lots #8001 and #8002 shown on Plat Prepared for Tharpe Investment Enterprises, Inc., Property Located in the Lakes and Streams Development, Northeast of Belverdere, S.C., prepared by Southern Partners, Inc., dated 7/10/96, revised 7/26/96, and

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 35, Page 291-2 and

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

THE STATE OF SOUTH CAROLINA  
AIKEN COUNTY

PROBATE

PERSONALLY appeared before me \_\_\_\_\_ the undersigned

and made oath that she saw the within named BOBBY J. THARPE

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

and that she with Thomas P. Murphy

witnessed the execution thereof.

SWORN to before me this 27th day of September, A.D., 1996.

*Thomas P. Murphy*

*Don H. Berry*

(SEAL)

Notary Public of South Carolina

My Commission Expires 2/25/02

RECORDED 10-3-96 at 1000 hrs  
*Peggy J. Whitman*  
R.M.C. AIKEN COUNTY

**SUMMARY OF ACC GUIDELINES FOR**  
**HUMMINGBIRD LAKE ESTATES VILLAGE**  
**AT LAKES AND STREAMS**

The Hummingbird Lake Estates Village is planned as an estate section with homes appropriate in both size and quality to such a section. The ACC shall evaluate exterior plans, with emphasis on quality of doors, windows, trim, decks, porches, patios, pools, landscaping and like features that, in good taste, define a fine home.

The following summary of the requirements is intended to give guidance in the preparation of house plans to achieve the desired high quality.

**HOUSE AND LOT PLANS**

All plans must be approved by the ACC prior to construction. Plans should include site plans, specifications, as well as exterior materials and paint/trim colors.,

**EXTERIOR MATERIAL**

Brick, stone, stucco or combination thereof.

**ROOF**

Pitch not less than 8/12. Roofing of "Simulated Shingles" (fiberglass/asbestos) in dark and earthtone colors.

**GARAGE**

Garage doors required. No open carports. At least two car garage. Side or rear entry required.

**WINDOWS**

Wood, vinyl or vinyl clad wood.

**DRIVEWAYS**

Width of 12-feet or more. Two connections to road allowed. Brick, stone or other masonry accents are recommended.

**SIDEWALKS**

Sidewalks are not planned for the estate section.

**A/C UNITS**

Side or rear location, side locations to be shrubbed or otherwise shrouded/enclosed.

**FOUNDATIONS**

Crawl or basement.

**LANDSCAPING**

Sod required in front, at least 35 sqft per foot of road frontage. Balance of lot graded and seeded. Sprinkler required (manual or automatic). Minimum shrubs 24 @ 3-gal size or 50 @ 1-gal size or combination.

**MINIMUM HOUSE SIZES**

Recognizing that total size does not necessarily establish an estate home, the ACC shall not be bound by minimum square footage requirements for approval of house plans. However, the committee, except for good cause, shall not approve any plans which provide for (a) less than 2500 square feet of heated area.

**EXTERIOR COLORS**

ACC shall review and approve external colors.

**LOT CLEARING**

Trees of greater than 6-inch diameter shall not be removed without ACC approval if outside of house/driveway footprint or septic tank footprint.

**LOT GRADING**

Plan of grading requires ACC approval.

**SETBACKS**

50-foot set back minimum. No building nearer than 10-feet to any side or rear lot line.

**SPACE AND WATER HEATING**

Natural Gas space heating and water heating required in ALL homes!!!! Surcharge of \$971.00 to be assessed to any lot not using gas space heating and water heating.

**STANDARD MAILBOXES**

Standard Mailboxes and posts will be provided and paid for by the Developer. All homes must use the standard mailbox/post.

**TIME OF CONSTRUCTION**

The house shall be completed within 18 months of start of construction.

In case of conflict between this "summary" and the covenants as recorded, the as recorded covenants shall rule.

27.00

COVE0420

VOL 802 PAGE 217

30-Mar-94

**SUPPLEMENTAL DECLARATION #4 OF  
COVENANTS AND EASEMENTS  
LAKES AND STREAMS SUBDIVISION**

**HUMMINGBIRD LAKE ESTATES VILLAGE**

THIS SUPPLEMENTAL DECLARATION #4, made and executed this 31<sup>st</sup> day of AUGUST, 1995, 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, 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:

- \* Bring within the provisions of the above named Declaration the additional village of "Hummingbird Lake Estates Village of Lakes and Streams",
- \* Alter, add to or delete from the above named Declarations, and

WHEREAS, Hummingbird Lake Estates Village is 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-7" attached hereto and made a part hereof and being identified as Hummingbird Lakes Estates Village of Lakes and Streams Subdivision include common areas and lakes 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

Hummingbird - Page 1

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

I, Peggy J. Whitman, Clerk of R.M.C. for Aiken County, South Carolina, do hereby certify that the foregoing constitutes a true and correct copy of the original document which has been filed in my office.

3 day of April 1996

Peggy J. Whitman  
R.M.C. Aiken County, SC  
Lynne Stenderidge  
Deputy



**EXHIBIT "A-7"**

All that certain piece, parcel or lots of land situate, lying and being in the County of Aiken, State of South Carolina, being known and designated as Lots 02001 through 02019 of Hummingbird Lake Estates of Lakes and Streams, as is more fully shown on a plat prepared for Lakes and Streams Development, A South Carolina Corporation by Southern Partners, Inc. RLS., dated March 18, 1993, which plat is incorporated herein by reference thereto for a more complete and accurate description as to the metes, bounds and location and recorded in Plat Book 32, Page 60, records of the RMC office for Aiken County, South Carolina.

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 intending to be legally bound, hereby declares that the Property described in Exhibit "A-7", and such additions thereto as may be made hereafter pursuant to the provisions of Article II hereof, 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 Declaration, Supplemental Declarations #1 and #2 and #3 and in this Supplemental Declaration #4 hereinafter set forth.

#### ARTICLE I DEFINITION OF TERMS

Article I, c, is added to as follows:

c. "Common Areas and Facilities" shall also mean and refer to all real property, and the improvements thereon, in which the Association holds a fee interest or an easement for the common use and enjoyment of the Owners, including all portions of Hummingbird Lake Estate Village not included within the Lots as shown on the Title Plan and all personal property which the Association owns.

Article I, e, is added to as follows:

e. "Lot" shall also mean and refer to any lot or other parcel in Hummingbird Lake Estate Village shown upon the Title Plan, together with any and all improvements thereon, on which a residential structure could be constructed whether or not one has been constructed.

Article I, m, is added as follows:

m. Hummingbird Lake Estate Village of "Property" shall mean and refer to the real property situate in Aiken County, South Carolina, more particularly described in Exhibit "A-7", and all additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

Article I, n, is added as follows:

n. Supplemental Declaration #4 shall mean this Supplemental Declaration, recorded in Book 802, Page 217, RMC, Aiken County, South Carolina.

#### ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

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 #3 is more particularly described in Exhibits "A-7".

#### ARTICLES III AND IV

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

**ARTICLE V**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

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

Until December 31, 1994, the maximum annual assessments shall be:

- \* \$160.00 for Lake Pointe Village
- \* \$240.00 for Swan Lake Village
- \* \$320.00 for Hummingbird Lake Estates Village

Article VI is added to as follows:

**ARTICLE VI  
ARCHITECTURAL CONTROL; PROTECTIVE  
COVENANTS FOR  
HUMMINGBIRD LAKE ESTATES 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 BLUE BIRD LAKE, HUMMINGBIRD LAKE AND LAKE COMMON AREAS, (4) SPECIAL COVENANTS APPLICABLE TO THE LAKES, COMMON AREAS, STREAMS AND WATERS, and (5) GENERAL COVENANTS AND RESERVATIONS.

**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.

Items such as children's gym/play sets, play houses, tree houses, etc., are deemed to be recreational equipment and are subject to the provisions noted above unless the items are such that they are easily transportable and, therefore, are not deemed to be "attached" to house or lot. The ACC shall be the sole judge as to whether the item is "attached". In some cases, it may be inappropriate to construct the item in accordance with the provision of this paragraph. In such case, the approval of the ACC of alternative construction shall be obtained in advance.

**1.1 DWELLING SIZE, CHARACTER AND QUALITY:** All residences constructed on any lot shall be single-family residences. The Hummingbird Lake Estates Village is planned as an estate section with homes appropriate in both size and quality to such a section. Recognizing that total size does not necessarily establish an estate home, the ACC shall not be bound by minimum square footage requirements for approval of house plans. However, the committee, except for good cause, shall not review and/or approve any plans which provide for less than 2500 square feet of heated area. The ACC shall evaluate exterior plans, with emphasis on quality of doors, windows, mouldings, trim, roof materials, decks, porches, patios, pools, landscaping and like features that, in good taste, define a fine home.

**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. Side or rear garage entrances are required, except, however, as determined by the ACC that such side or rear entry is impractical/inappropriate for the house and lot. In such case, and if approved by the ACC, an enclosed garage with an entrance facing a street shall be acceptable. All garages shall be equipped with doors adequate to render the interior of the garage out of view.

**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 front 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 enclosed/disguised/hidden by other wooden or plastic stake or rail fence and/or landscape plants. Additional covenants, applicable to lots that front on Blue Bird Lake and Hummingbird Lake are provided in a later section of these covenants.

**1.4 DRIVEWAYS LOCATION, NUMBER, AND INSTALLATION:** The dwelling shall include a driveway of concrete, stone, brick or other approved masonry material construction from the point of road access to the garage. Two points of connection of driveway to the road are allowed. The driveway will connect with the road so as to meet Aiken County Specifications. The driveway shall be at least twelve (12) feet wide.

**1.5 CONCRETE WALKWAYS:** Concrete walkways are not required on any of the lots.

**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 recommended 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. A basic package of shrubbery including at least

50 plants of "1-gallon" size or 24 plants of "3-gallon" or combination thereof, is required. Sodded lawns in the front yard are required, with sodding at the rate of at least 35 square feet per foot of frontage. A lawn sprinkler system is required in the sodded area of the front lawn.

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 provided that the unit is shrouded/hidden by suitable shrubbery.

Decorative barriers around ground mounted air conditioning units are acceptable alternatives to enclosure by shrubbery provided that:

- (a) The type of materials used and the construction of the barrier are in keeping with the house and the immediate neighborhood.
- (b) the barrier is approved by the ACC.

1.9 EXTERIOR MATERIALS OF CONSTRUCTION: The external facing materials shall be brick, stone or stucco or combination thereof. Other materials must be submitted to the ACC for written approval prior to use.

1.10 ROOF COVERING AND SLOPE: The slope (pitch) of the roof shall not be less than 8/12. The covering material shall be "simulated shake" shingles (fiberglass/asbestos asphalt) in dark, earth tones.

1.11 WINDOWS: Windows may be wood, vinyl clad wood, or vinyl. The latter shall be approved in advance by the ACC.

1.12 FOUNDATIONS AND FOUNDATION FACING MATERIAL: Foundations may be crawl or basement. Slab floors are not permitted.

1.13 EXTERIOR COLORS: The ACC shall review and approve exterior colors in keeping with the colors of the neighborhood.

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 this Article IVc, 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. Additionally, no building shall be constructed within 50-feet of Blue Bird Lake or Hummingbird Lake. 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. Swimming pools including enclosing fences may be constructed up to the rear easement line, except as limited to the 30-foot limit of approach to the lakes.

**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 VEHICULAR STORAGE:** 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. Campers, recreational vehicles (RVs), school buses, boats or other types of similar equipment shall be parked in a closed garage at all times. Special exception to this restriction may be granted an owner provided written permission from the ACC is obtained, and such vehicle is parked in the rear yard so that they are not visible from any street or adjacent lot. No house trailer, 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. No "on-street" parking is allowed except for temporary guests. Since vehicles such as those above named (i.e., campers, recreational vehicles, school buses, boats and other similar equipment) are available in a variety of sizes and conditions, the parking of such vehicles outside of a garage shall be approved in writing by the ACC.

**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 BLUE BIRD LAKE, HUMMINGBIRD LAKE, OTHER WATERS AND COMMON AREAS.** All such areas are intended for the private use of the members of the HA. All homeowners in the Hummingbird Lake Estates Village Subdivision 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 completed within eighteen (18) 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.

In the event that a lot is to be "held" for later construction of a home, the owner shall:

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

The owner of the lot shall not have a vote in the affairs of the HomeOwners Association until the first annual homeowner fee is paid.

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.

### SECTION 3. SPECIAL PROTECTIVE COVENANTS APPLICABLE TO LOTS "FRONTING" ON BLUE BIRD LAKE AND HUMMINGBIRD LAKE AND THE LAKE COMMON AREAS.

Without intending to limit the generality of the other provisions of this Article IVc, the following restrictions are imposed as a common scheme on lots numbered 02001 through 02010 on the Hummingbird Lake Estates Village Subdivision plat named in Exhibit A-6.

3.1 BEAUTY EASEMENT: A Beauty and Access Easement of 30-feet width measured from the lake high waterline up the shoreline is established. Fences, hedges or other enclosures are not permitted within the beauty easement. Lawn chairs, picnic tables, beach umbrellas and other similar transportable equipment may reside in the beauty easement. 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, except; however that fences up to 6-feet in height shall be allowed provided that the fence not be closer than 50-feet to the shoreline or 30-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. Chain link fence of up to 4-ft height is permitted only if the fence is shielded/hidden by a wooden or vinyl fence or shrubs that make the chain link unobtrusive. The ACC shall be the sole judge as to whether fence designs are "unobtrusive".

**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 unless approved in writing by the ACC. 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 its next meeting where majority vote will decide the issue.

#### **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 Vlc, 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 10:00 PM.

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 BEHAVIOUR: Bad language, noisy and/or unruly behaviour 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 IVc, the following restrictions are imposed as a common scheme on all lots:

5.1 DURATION OF COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the year 2012, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

5.2 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.

5.3 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.

5.4 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.

5.5 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 2 is added to as follows:**

The Declaration and the Supplementary Declarations may be amended in whole or in part solely by the Declarant for a period of two (2) years from the date of the recording of this declaration. In addition, such amendments may be made later than 2 years if required by the Federal Mortgage Agencies as a condition of approval for the financing of any Lot, by the execution and recordation of such amendment following notice to all Owners.

Signed this date of August 31, 1995.

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 Bobby J. Tharpe  
Bobby J. Tharpe, President

Witness James J. Goff

Witness Joe S. White

(CORPORATE SEAL)

NOTEX108/04

THE STATE OF SOUTH CAROLINA  
AIKEN COUNTY

PROBATE

PERSONALLY appeared before me SUSAN T. COLFLESH  
and made oath that SHE saw the within named BOBBY J. THARPE  
sign, seal, as HIS act and deed, deliver the within written document,  
and that SHE with SUE S. WHITE  
witnessed the execution thereof.

SWORN to before me this 6<sup>th</sup> day of September, A.D., 19 95.

Susan T. Colflesh  
Notary Public

Sue S. White  
(SEAL)

Notary Public of South Carolina

My Commission Expires  
October 23, 1996

My Commission Expires \_\_\_\_\_

RETURNED TO:

Tharpe Investment  
Enterprises, Inc.  
P.O. Box 6066  
North Augusta, SC 29641-6066

RECORDED

9-7-95 at 1145 hrs.

R.M.C.

Whitman