

SUMMARY OF ACC GUIDELINES FOR LAKE POINTE VILLAGE II AT LAKES AND STREAMS

EXTERIOR MATERIAL

Brick; wood (no cedar); vinyl; stucco with special ACC review and approval. No wood lattice on front of house (vinyl only).

ROOF

Pitch not less than 7/12. Fiberglass/asbestos shingles in dark and earthtone colors.

GARAGE

Garage doors required. No open carports. At least one car garage. Front entry allowed.

WINDOWS

Wood, vinyl or painted aluminum.

DRIVEWAYS

Width of 10-feet or more in width, concrete only. One connection to road. Asphalt by builder between lot line and asphalt road.

SIDEWALKS

Located on all lots per drawing, 4-foot wide, 4-foot behind edge of payment, surface coating per spec. Poured by Builder concurrent with driveway pouring.

A/C UNITS

Side or rear location, side locations to be shrubbed.

FOUNDATIONS

Crawl, basement or slab. If slab is used, closest approach to grade must be 18-inches or more. Brick or stone on front and sides. Stucco acceptable in rear. Stucco foundation ok on stucco house.

LANDSCAPING

Sod required in front, at least 200 sqft. Balance of lot graded and seeded. Sprinkler required (manual or automatic). Minimum shrubs 12 @ 3-gal size or 21 @ 1-gal size or combination.

MINIMUM HOUSE SIZES

1200 sq ft minimums: One level = 1200 sqft minimum; two level = 600 sqft minimum on first level.

EXTERIOR COLORS

ACC shall review and approve exterior colors. "Easter Egg" colors not desired.

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

Set back minimums per recorded plat. 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.

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

SUPPLEMENTAL DECLARATION #15 OF
COVENANTS AND EASEMENTS
LAKES AND STREAMS SUBDIVISION
FOR

MEADOWLARK VILLAGE

THIS SUPPLEMENTAL DECLARATION #15, made and executed this 23 day of AUGUST 1999, 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, Declarant has caused to be recorded in Miscellaneous Book 883, page 177 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #11 Of Covenants And Easements, Lakes and Streams Subdivision", dated 08-Sep-97, and

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

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

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

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

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

WHEREAS, Meadowlark 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-16" attached hereto and made a part hereof and being identified as:

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

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

NOW, THEREFORE, Declarant intending to be legally bound, hereby declares that the Property described in Exhibit "A-16", 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 #8 #9 and #10 and #11 and #12 and #13 and #14 and in this Supplemental Declaration #15 hereinafter set forth.

ARTICLE I DEFINITION OF TERMS

Article I, ah, is added as follows:

ah. Supplemental Declaration #15 shall mean this Supplemental Declaration, recorded in Book _____, Page _____, RMC, Aiken County, South Carolina.

Article I, ai, is added as follows:

ai. Meadowlark Village of "Property" shall mean and refer to the real property situate in Aiken County, South Carolina, more particularly described in Exhibit "A-16", and all additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS 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 #15 is more particularly described in:

- * Exhibit "A-16 attached hereto and made part hereof:

ARTICLES III AND IV

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

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

Article V, Section 3 is added to as follows:

Until December 31, 1999, the maximum annual assessments shall be:

- * \$160.00 for Lake Pointe Villages I and II
- * \$180.00 for Meadowlark Village
- * \$200.00 for Robin Lake Village, Part A & B
- * \$240.00 for Swan Lake Villages I & II
- * \$320.00 for Hummingbird Lake Estates Village
- * \$240.00 for Steeple Chase Lakes

Article VI is added to as follows:

**ARTICLE VII
ARCHITECTURAL CONTROL; PROTECTIVE
COVENANTS FOR
MEADOWLARK LAKE VILLAGE**

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

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

SECTION 1. ARCHITECTURAL CONTROL

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

responsibility of conformance to these covenants shall rest, this responsibility to be joint and several with the owner of the lot.

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 minimum dwelling floor area of finished and heated dwelling floor area, exclusive of porches, shall not be less than:

- * 1350 square feet for single level homes or
- * 700 square feet on the first floor for two story homes.

1.2 GARAGES: No dwelling house shall be constructed so as to contain a carport or other exposed space that may be used for storage. At least a single car garage is required. Side or rear garage entrances are recommended, however; front entrance garages are 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.

1.4 DRIVEWAYS LOCATION, NUMBER, AND INSTALLATION: The dwelling shall include a driveway of concrete construction from the garage to the front property line. The driveway shall be constructed of asphalt from the property line to the point of connection with Old Sudlow Lake Road. 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 applicable South Carolina State Specifications. The driveway shall be at least ten (10) feet wide.

1.5 CONCRETE WALKWAYS: not applicable

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. "Through-the-wall" type air conditioning/heat pump units will be allowed provided that they do not protrude more than 10-inches beyond the line of the house and are approved in writing by the ACC.

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, slab or basement. On stucco faced houses, the foundation shall be stucco. For houses of brick or stone facade and/or such materials in combination with other such materials as vinyl or other approved siding, the foundation shall be faced with either brick, stone or stucco on the front. On the side foundations, other material may be substituted provided that permission is obtained in

writing in advance from the ACC for the desired material, its height above ground and its location on the sides and rear of the house.

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 the Article IV, the following restrictions are imposed as a common scheme on all lots:

2.1 LAND USE AND BUILDING TYPE: All lots shall be known and designated as residential lots and used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one, detached, single-family dwelling not to exceed two and one-half (2-1/2) stories in height in the front and a private garage for not more than four (4) vehicles, and other approved structures as hereinafter provided.

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

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

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

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

2.4 LOT SIZE AND QUALITY: Lots may be enlarged by the addition of other contiguous property lying inside or outside said subdivision, combined or divided, provided that in such re-subdivision of any lots, the setback line and the side and rear line restrictions as set forth in these covenants shall be applicable to such lots as re-subdivided, provided the ACC shall have approved the changes in lot size. Any owner of a lot in the subdivision acquiring an interest in

property contiguous to the boundary of said subdivision shall limit access through the subdivision lots to said property to his personal use and shall maintain a suitable screen at adjoining boundary if use of adjoining property is deemed offensive in use or appearance by the ACC. No building of any kind shall be constructed on any lot nearer the street than the minimum setback lines on the plat of the subdivision. No building of any kind or character shall be constructed within ten (10) feet of any property line, except as otherwise designated on the plan and where an adjacent lot is incorporated or re-subdivided and then the outermost property boundary as reconstituted shall be used to determine the minimum building setback lines.

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 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, OTHER WATERS AND COMMON AREAS. All such areas are intended for the private use of the members of the HA. All homeowners in the subject Village shall be members of the HA.

2.16 DEVELOPMENT DAMAGE: Lot owners shall be responsible for damages to the development, its entrance, streets, shoulders, utilities, ponds or lakes caused by contractors or subcontractors during the performance of their responsibilities. Non-rubber track vehicles are strictly prohibited from crossing streets unless adequate protection is provided to existing pavements, drainage cuts, shoulders, etc..

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

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

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

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

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

2.20 DUMPING OR OTHER DISPOSAL: No dumping, disposal or release of effluent is allowed

into a lake or stream or other portions of the undeveloped Lakes and Streams Subdivision.

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

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

There are special covenants that are applicable to lots that front on lakes and lake common areas. There are no such lots in the subject village. For information, refer to the original Declaration of Covenants and to Supplemental Declaration #1 for those covenants.

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

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

SECTION 5. GENERAL COVENANTS AND RESERVATIONS

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

5.1 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 2017, 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 subject Village. 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 23, 1999.

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: T. J. H. H.

Witness: Steven T. Glick

EXHIBIT "A-16

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

- * Record Plat of LAKES & STREAMS S/D, MEADOWLARK VILLAGE, Plat prepared by Southern Partners, Inc., dated 5-22-99 and revised 6-14-99 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 39, Page 149 and 150,

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

PROBATE

PERSONALLY appeared before me ~~SUSAN T. COLFISH~~ Tony Williams
and made oath that ~~SHE~~ ^{HE} saw the within named BOBBY J. THARPE
sign, seal, as HIS act and deed, deliver the within written document,
and that ~~SHE~~ ^{HE} with Susan T. Colfish
(notary)
witnessed the execution thereof.

SWORN to before me this 23 day of AUGUST, A.D., 19 99.

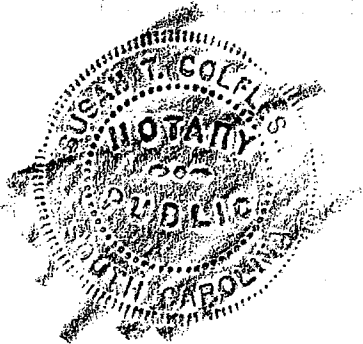
Witness: Tony Williams
~~Susan T. Colfish~~ T. J. H. H.

(SEAL)

Susan T. Colfish
Notary Public of South Carolina

My Commission Expires 8/18/2008

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



SMITH & MURPHY
Attorneys at Law
P. O. Box 6127
North Augusta, S.C. 29861

RECORDED
9-24-99 at 12:15
Judith O. Warner
F.M.C. AIKEN COUNTY

SUMMARY OF ACC GUIDELINES FOR LAKE POINTE VILLAGE II AT LAKES AND STREAMS

EXTERIOR MATERIAL

Brick; wood (no cedar); vinyl; stucco with special ACC review and approval. No wood lattice on front of house (vinyl only).

ROOF

Pitch not less than 7/12. Fiberglas/asbestos shingles in dark and earthtone colors.

GARAGE

Garage doors required. No open carports. At least one car garage. Front entry allowed.

WINDOWS

Wood, vinyl or painted aluminum.

DRIVEWAYS

Width of 10-feet or more in width, concrete only. One connection to road. Asphalt by builder between lot line and asphalt road.

SIDEWALKS

Located on all lots per drawing, 4-foot wide, 4-foot behind edge of payment, surface coating per spec. Poured by Builder concurrent with driveway pouring.

A/C UNITS

Side or rear location, side locations to be shrubbed.

FOUNDATIONS

Crawl, basement or slab. If slab is used, closest approach to grade must be 18-inches or more. Brick or stone on front and sides. Stucco acceptable in rear. Stucco foundation ok on stucco house.

LANDSCAPING

Sod required in front, at least 200 sqft. Balance of lot graded and seeded. Sprinkler required (manual or automatic). Minimum shrubs 12 @ 3-gal size or 21 @ 1-gal size or combination.

MINIMUM HOUSE SIZES

1200 sq ft minimums: One level = 1200 sqft minimum; two level = 600 sqft minimum on first level.

EXTERIOR COLORS

ACC shall review and approve exterior colors. "Easter Egg" colors not desired.

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

Set back minimums per recorded plat. 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.

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

VOL 837 PAGE 117

SUPPLEMENTAL DECLARATION #6 OF
COVENANTS AND EASEMENTS
LAKES AND STREAMS SUBDIVISION

LAKE POINTE VILLAGE II

THIS SUPPLEMENTAL DECLARATION #6, made and executed this 12th day of JULY, 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 02-May-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 "Lake Pointe Village II",
- * Alter, add to or delete from the above named Declarations, and

WHEREAS, :Lake Pointe Village II is a part of Lakes and Streams Subdivion which is being developed by Lakes and Streams Development Company, Inc.; and

WHEREAS, certain property as shown and designated upon Exhibit "A-9" attached hereto and made a part hereof and being identified as:

- * "SWAN LAKE VILLAGE (sec 2) Of Lakes and Streams, Formerly Known as Sudlow Pines Subdivision", In the County of Aiken, South Carolina, Plat prepared by Southern Partners, Inc., for Lakes and Streams Development Company, dated June 24, 1996.

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-9", 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 in this Supplemental Declaration #6 hereinafter set forth.

ARTICLE I

DEFINITION OF TERMS

Article I, q, is added as follows:

o. Lake Pointe Village II of "Property" shall mean and refer to the real property situate in Aiken County, South Carolina, more particularly described in Exhibit "A-9", and all additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

Article I, r, is added as follows:

p. Supplemental Declaration #6 shall mean this Supplemental Declaration, recorded in Book _____, Page _____, 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 #6 is more particularly described in Exhibits "A-9".

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

Article VI is added to as follows:

ARTICLE VI

ARCHITECTURAL CONTROL; PROTECTIVE

COVENANTS FOR

LAKE POINTE 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. OF STEEPLECHASE LAKES

SECTION 1. ARCHITECTURAL CONTROL

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

several with the owner of the lot.

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 minimum dwelling floor area of finished and heated dwelling floor area, exclusive of porches, shall not be less than:

- * 1200 square feet for single level homes or
- * 600 square feet on the first floor for two story homes.

1.2 GARAGES: No dwelling house shall be constructed so as to contain a carport or other exposed space that may be used for storage. At least a single car garage is required. Side or rear garage entrances are recommended, however; front entrance garages are 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.

1.4 DRIVEWAYS LOCATION, NUMBER, AND INSTALLATION: The dwelling shall include a driveway of concrete construction from the garage to the front property line. The driveway shall be constructed of asphalt from the property line to the point of connection with Old Sudlow Lake Road. 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 applicable South Carolina State Specifications. The driveway shall be at least ten (10) feet wide.

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. "Through-the-wall" type air conditioning/heat pump units will be allowed provided that they do not protrude more than 10-inches beyond the line of the house and are approved in writing by the ACC.

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.

SECTION 2. PROTECTIVE COVENANTS

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

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, OTHER WATERS AND COMMON AREAS. All such areas are intended for the private use of the members of the HA. All homeowners in the Swan Lake Village – Section Two 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 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 LAKE POINTE VILLAGE II: With the approval of the Lakes and Streams Development Company, its successors or its assigns, the time to the start of construction of a residence upon any lot may be at the discretion of the owner, provided that such approval is granted at time of purchase. Once construction is initiated, the provisions above shall apply. If such approval is granted, the frontal area from the road to the rear of the sidewalk shall be maintained by the owner in an appearance suitable to a residential neighborhood.

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

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

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

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

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

There are special covenants that are applicable to lots that front on lakes and common areas. There are no such lots in Lake Pointe Village II. For information, refer to the original Declaration of Covenants and to Supplemental Declaration #1 for those covenants.

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 VI, 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 Lake Pointe Village 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 July 12, 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: Rena Charther

Witness: Shirley A. Lee

EXHIBIT "A-9"

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:

- * "SWAN LAKE VILLAGE (sec 2) Of Lakes and Streams, Formerly Known as Sudlow Pines Subdivision", In the County of Aiken, South Carolina, Plat prepared by Southern Partners, Inc., for Lakes and Streams Development Company, dated June 24, 1996.

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 _____, Page _____

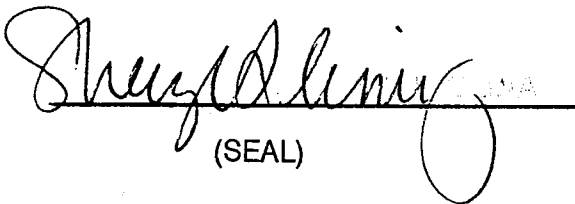
records of the RMC Office for Aiken County, South Carolina.

THE STATE OF SOUTH CAROLINA
AIKEN COUNTY

PROBATE

PERSONALLY appeared before me Rena Canada
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 Sheryl Fleming
witnessed the execution thereof.

SWORN to before me this 15th day of July, A.D., 19 96.


(SEAL)



Notary Public of South Carolina

My Commission Expires 2-28-2000

SUMMARY OF ACC GUIDELINES FOR LAKE POINTE VILLAGE AT LAKES AND STREAMS

EXTERIOR MATERIAL

Brick; wood (no cedar); vinyl; stucco with special ACC review and approval. No wood lattice on front of house (vinyl only).

ROOF

Pitch not less than 7/12. Fiberglas/asbestos shingles in dark and earthtone colors.

GARAGE

Garage doors required. No open carports. At least one car garage. Front entry allowed.

WINDOWS

Wood, vinyl or painted aluminum.

DRIVEWAYS

Width of 10-feet or more in width, concrete only. One connection to road. Asphalt by builder between lot line and asphalt road.

SIDEWALKS

Located on all lots per drawing, 4-foot wide, 4-foot behind edge of payment, surface coating per spec. Poured by Builder concurrent with driveway pouring.

A/C UNITS

Side or rear location, side locations to be shrubbed.

FOUNDATIONS

Crawl, basement or slab. If slab is used, closest approach to grade must be 18-inches or more. Brick or stone on front and sides. Stucco acceptable in rear. Stucco foundation ok on stucco house.

LANDSCAPING

Sod required in front, at least 22.5 sqft per foot of road frontage. Balance of lot graded and seeded. Sprinkler required (manual or automatic). Minimum shrubs 12 @ 3-gal size or 21 @ 1-gal size or combination.

MINIMUM HOUSE SIZES

1350 sq ft minimums: One level = 1350 sqft minimum; two level = 700 sqft minimum on first level; tri-level = 900 sqft minimum on ground level.

EXTERIOR COLORS

ACC may review and recommend colors. "Easter Egg" colors not desired.

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

60-foot set back minimum on Old Sudlow Lake Road. 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.

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

LAKE POINTE VILLAGE
SUPPLEMENTAL DECLARATION #1 OF
COVENANTS AND EASEMENTS
LAKES AND STREAMS SUBDIVISION

THIS SUPPLEMENTAL DECLARATION #1, made and executed this 14 day of June, 1993, 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, 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:

- * Add property to the Lakes and Streams Subdivion,
- * Bring within the provisions of the above named Declaration the additional village of "Lake Pointe Village of Lakes and Streams",
- * Alter, add to or delete from the above named Declaration, and

WHEREAS, Declarant is the owner of certain real property situate in Aiken County, South Carolina, more particularly described in Exhibit "A-3" attached hereto and made a part hereof; and

WHEREAS, Lake Pointe Village is a part of Lakes and Streams Subdivion which is being developed by Lakes and Streams Development Company, Inc.; and

WHEREAS, certain property as shown and designated upon Exhibit "A-4" and Exhibit "A-5" attached hereto and made a part hereof and being identified as Lake Pointe 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

WHEREAS, Declarant desires to insure the attractiveness of The Subdivision and it "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 Exhibits "A-3", "A-4", and "A-5", 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 and in this Supplemental Declaration #1 hereinafter set forth.

ARTICLE I
DEFINITION OF TERMS

Article I, b, is added to as follows:

b. "Lakes and Streams Subdivision" shall also mean and refer to the parcel of ground situate in Aiken County, South Carolina, more particularly described in Exhibit A-3, attached hereto and made a part hereof.

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 Lake Pointe 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 Lake Pointe 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, j, is added as follows:

j. Lake Pointe Village of "Property" shall mean and refer to the real property situate in Aiken County, South Carolina, more particularly described in Exhibit "A-4" and "A-5", and all additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

Article I, k, is added as follows:

k. Declaration shall mean the above named Declaration.

Article I, l, is added as follows:

l. Supplemental Declaration #1 shall mean this Supplemental Declaration, recorded in Book _____, Page _____, 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 #1 is more particularly described in Exhibits "A-4" and "A-5".

ARTICLES III AND IV

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

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

Article V, Section 3 is added to as follows:

Until December 31, 1993, the maximum annual assessments shall be:

- * \$160.00 for Lake Pointe Village
- * \$240.00 for Swan Lake Village

Article V, Section 6 is added to as follows:

All annual and special assessments must be fixed at a uniform rate for all Lots in a given "Village". The proportionment of assessments, both annual and special, shall be in the ratio given in Article V, Section 3, and such additions as are included in the Supplemental Declarations thereto.

Article VI, Section 2.13 is added to as follows:

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.

ARTICLE VIb
ARCHITECTURAL CONTROL; PROTECTIVE
COVENANTS FOR
LAKE POINTE 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 LAKE POINTE VILLAGE COMMON AREA, (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.

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:

- * 1350 square feet for single level homes
- * 700 square feet on the first floor for two story homes, or
- * 900 square feet on the ground level of tri-level homes

1.2 GARAGES: No dwelling house shall be constructed so as to contain a carport or other exposed space that may be used for storage. At least a single, one car attached garage is required. Side or rear garage entrances are recommended, however; front entrance garages are

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.

1.4 DRIVEWAYS LOCATION, NUMBER, AND INSTALLATION: The dwelling shall include a driveway of concrete construction from the garage to the front property line. The driveway shall be constructed of asphalt from the property line to the point of connection with Old Sudlow Lake Road. 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 applicable South Carolina State Specifications. The driveway shall be at least ten (10) feet wide.

1.5 CONCRETE WALKWAYS: A concrete walkway connecting to the adjacent walkways is required on all lots fronting on Old Sudlow Lake Road as shown on the Record Plat named above. The construction and location of the walkway shall be in accordance with the engineering drawings 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 at the rate of at least 22.5 square feet per foot of frontage. A lawn sprinkler system is required in the sodded area of the front lawn (either manual or automatic).

1.7 ANTENNAS: Antennas for television reception commonly referred to as "satellite dishes" are not permitted. No antennas external to the house/garage structures are permitted without the written approval of the ACC.

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. "Through-the-wall" type air conditioning/heat pump units will be allowed provided

that they do not protrude more than 10-inches beyond the line of the house and are approved in writing 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 material may be brick, stone, wood, 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 fiberglass/asbestos asphalt shingle in dark, earth tones.

1.11 WINDOWS: Windows may be wood, vinyl or painted aluminum.

1.12 FOUNDATIONS AND FOUNDATION FACING MATERIAL: Foundations may be crawl, basement or slab. On other than stucco faced houses, the foundation shall be faced with brick or stone on the front and sides.

1.13 EXTERIOR COLORS: The ACC may review and recommend 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 IVb, 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 three (3) vehicles, and other approved structures as hereinafter provided. Specifically, mobile and modular homes are not permitted.

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

2.3 HOBBIES: The pursuit of hobbies or other activities, including, without limiting the generality hereof, the assembly and disassembly or 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

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. Swimming pools including enclosing fences may be constructed up to the rear easement line.

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 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.

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 the rear corner of the dwelling and in the case of a corner lot, no vehicle shall be parked any closer than a far 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, THEIR CONTIGUOUS COMMON AREAS, AND OTHER WATERS: All such areas are intended for the private use of the members of the HA. All homeowners in the Lake Point 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 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.

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 creeks, lakes, streams and forests 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.

SECTION 3. SPECIAL PROTECTIVE COVENANTS APPLICABLE TO LAKE POINTE VILLAGE COMMON AREA

The Special Protective Covenants of Section 4, following, are applicable to the Lake Pointe Village Common Area.

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 VIb, 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 IVb, 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 or in the Supplemental Declarations 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 Supplemental Declaration #1 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 Lake Pointe Village. 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.

LEGAL DESCRIPTIONS

EXHIBIT "A" - All that certain piece, parcel or tract of land, situate, lying and being located Northeast of Belvedere in the County of Aiken, State of South Carolina, containing 7.44 acres, more or less, being known and designated as Tract A-1 on a plat prepared for Tharpe Investment Enterprises, Inc. by Southern Partners, Inc. dated December 31, 1992, which said plat is made a part and parcel hereof by reference thereto and recorded in Misc. Book 685, page 223, records of the RMC Office for Aiken County, South Carolina.

EXHIBIT "B" - All that certain piece, parcel or lots of land, situate, lying and being located Northeast of Belvedere in the County of Aiken, State of South Carolina, and being known and designated as Lots 03029 through 03034, Section One, Lake Pointe Village of Lakes & Streams Subdivision, as is more fully shown on plat prepared for Lakes & Streams Dev. Co. by Southern Partners, Inc. dated March 8, 1993, which said plat is made a part and parcel hereof by reference thereto and recorded in Misc. Book 709, page 262, records of the RMC Office for Aiken County, South Carolina.

EXHIBIT "C" - All that certain piece, parcel or lots of land, situate, lying and being located Northeast of Belvedere in the County of Aiken, State of South Carolina, and being known and designated as Lots 03001 through 03028, Section One, Lake Pointe Village of Lakes & Streams Subdivision on survey plat made for Lakes & Streams Development Co. by Southern Partners, Inc. dated March 4, 1993, which said plat is made a part and parcel hereof by reference thereto and recorded in Plat Book 29, page 61, records of the RMC Office for Aiken County, South Carolina.

Signed this date of June 7, 1993.

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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

Thomas P. Murphy
Thomas P. Murphy, Secretary

(CORPORATE SEAL)

In the presence of:

Beverly J. Anderson
Noreen Micots

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me, the undersigned, and made oath that (s)he saw the within named Lakes and Streams Development Company, Inc. by Bobby J. Tharpe, President, and Thomas P. Murphy, Secretary, Sign, Seal and as its Act and Deed deliver the within written Lake Pointe Village Supplemental Declaration #1 of Covenants and Easements; that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
7th day of June, 1993

Noreen Micots
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission expires: 9-22-98

RECORDED

7-13-93 @ 1130 hrs.
Peggy J. Whitman
R.M.C. AIKEN COUNTY

RETURNED TO:

A+m