

## **SUMMARY OF ACC GUIDELINES FOR SWAN LAKE VILLAGE AT LAKES AND STREAMS**

### **EXTERIOR MATERIAL**

Brick; wood (no cedar); vinyl; stucco with special ACC review and approval. Brick facade required on Old Sudlow Lake Road and Scenic Lakes Drive. No wood lattice on front of house (vinyl only).

### **ROOF**

Pitch not less than 5/12. Fiberglas/asbestos shingles in dark and earthtone colors.

### **GARAGE**

Side or rear garage entry. Front entry only if required by house/lot and approved by ACC. Garage doors required. No open carports. At least one car garage.

### **WINDOWS**

Wood, vinyl or painted aluminum.

### **DRIVEWAYS**

Width of 10-feet or more in width, concrete only. One connection to road.

### **SIDEWALKS**

Located on selected lots, 4-foot wide, 4-foot behind edge of payment, surface coating per spec. Poured 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 17.5 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**

1600 sq ft minimums: One level = 1600 sqft minimum; two level = 800 sqft minimum on first level; tri-level = 1100 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**

30-foot set back minimum on interior lots. 70-foot set back minimum on Old Sudlow Lake

Road. No building closer than 50—feet to Swan Lake. No building nearer than 10—feet to any side or rear lot line.

**EROSION CONTROL**

Silt screens required on 3 sides after lot is cleared. Hay bales (staked) at points of severe potential washing.

**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.**

**DECLARATION OF COVENANTS AND EASEMENTS**  
**LAKES AND STREAMS SUBDIVISION**

THIS DECLARATION, made and executed this 17<sup>th</sup> day of JANUARY, 1992, by LAKES AND STREAMS DEVELOPMENT COMPANY, INC., a South Carolina corporation, herein referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property situate in Aiken County, South Carolina, more particularly described in Exhibit "A-1" attached hereto and made a part hereof; and

WHEREAS, Declarant desires to create thereon a residential neighborhood to be known as Swan Lake Village of Lakes and Streams Subdivision, with certain portions thereof designated as permanent open space, and with Common Areas and Facilities for the common benefit, use and enjoyment of the residents of Swan Lake Village of Lakes and Streams Subdivision; and

WHEREAS, Swan Lake Village is 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-2" attached hereto and made a part hereof and being identified as Swan Lake Village of Lakes and Streams Subdivision which includes Swan Lake Common Area and Swan Lake which has 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 Swan Lake Village and to provide for the maintenance of the Common Areas and Facilities, Easements and other areas of Swan Lake Village 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-2" 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 hereinafter set forth.

## ARTICLE I DEFINITION OF TERMS

The following words, when used in this Declaration (unless the context clearly indicates otherwise), shall have the following meanings:

- a. "Association" or "HA" shall mean and refer to The Lakes and Streams Homeowners Association, a South Carolina corporation not for profit, its successors and assigns.
- b. "Lakes and Streams Subdivision" shall mean and refer to the parcel of ground situate in Aiken County, South Carolina, more particularly described in Exhibit A-1, attached hereto and made a part hereof.
- c. "Common Areas and Facilities" shall 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 Swan Lake Village not included within the Lots as shown on the Title Plan and all personal property which the Association owns.
- d. "Declarant" or "Developer" shall mean and refer to the Lakes and Streams Development Company, Inc., a South Carolina corporation, and its successors and assigns.
- e. "Lot" shall mean and refer to any lot or other parcel in Swan Lake 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.
- f. "Member" shall mean and refer to the members of the Association, qualified as provided in Article IV hereof.
- g. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including Declarant and contract sellers, but excluding contract purchasers and those having such interest merely as security for the performance of an obligation.
- h. Swan Lake Village of "Property" shall mean and refer to the real property situate in Aiken County, South Carolina, more particularly described in Exhibit "A-2", and all additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.
- i. "Title Plan" shall mean and refer to the Record Plan prepared by Southern Partners, dated 12-16-9, sheets 1 through 3, approved by the Planning Committee of Aiken County and recorded in the Office for the Recording of Deeds in and for Aiken County, South

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

SECTION 1. EXISTING PROPERTY. 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 Declaration is more particularly described in Exhibit "A-2".

SECTION 2. OTHER EASEMENTS. Declarant reserves the right without the consent of the Owners, Members or the Association, to grant and convey or to cause the grant and conveyance to the Association, for the benefit of its Members and Owner of each Lot, the right, privilege, easement and right of way to use and enjoy an easement on other parts of the Lakes and Streams Subdivision, together with access thereto, subject to the obligation of the Association to maintain the said easements and accessway in good order and repair and so that the easements are fully useable at all times for the purposes for which it was designed. Upon the granting of said easement, the Easements and right of way which are the subject thereof shall be deemed a part of the Common Areas and Facilities for all purposes of this Declaration of Covenants and Easements.

SECTION 3. FUTURE ADDITIONS. Declarant further reserves the right without the consent of the Owners, Members, or the Association to bring within the scheme of this Declaration any or all parts of Lakes and Streams Subdivision provided that all such additions shall be in accordance with the Development Plan for Lakes and Streams Subdivision, and with such modifications thereof as may hereafter be approved by the appropriate public authorities or by court order; and provided further that the improvements to such additional part shall be of style, quality, size and cost that is complimentary to the Improvements constructed on the Lots and provided further that approval of the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association and/or Federal Home Loan Mortgage Corporation (herein called the "Federal Mortgage Agencies") shall be obtained, if necessary.

SECTION 4. ADDITIONS; AFFECT. The additions authorized in Section 3 above may be made by the execution and recording of a Supplemental Declaration describing the land area constituting the addition and containing an appropriate reference to this Declaration. Whereupon, except for the modifications, additions or changes included in the Supplemental Declaration, the provisions of this Declaration shall extend to and become applicable to such area and shall extend the jurisdiction of the Association, membership rights and obligations therein to the Owners in such area, in all respects as if this Declaration had included such area from the beginning.

**ARTICLE III**  
**PROPERTY RIGHTS: COMMON AREAS AND**  
**FACILITIES**

**SECTION 1. OWNER'S EASEMENTS OF ENJOYMENT.** Every owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Areas and Facilities which shall be appurtenant to and shall pass with the title to every Lot without the necessity of a recitation thereof in the deed of conveyance, subject to the following:

- a. The right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules governing the use of the Common Areas and Facilities;
- b. All the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association;
- c. The right of the Association to dedicate or transfer all or any part of the Common Areas and Facilities to any public agency or authority for such purposes and subject to such conditions as may be agreed upon by the Association. No such dedication or transfer shall be effective unless all of the holders of all first mortgages of record on the Lots and the Owners of seventy-five (75%) percent of the voting power of each class of membership in the Association have signed a written instrument agreeing to such dedication or transfer and such instrument shall have been recorded.

**SECTION 2. DELEGATION OF USE.** Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to any Common Areas and Facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

**SECTION 3. RULES AND REGULATIONS.** The Association shall have the right to adopt and promulgate reasonable rules and regulations governing the use of the Common Areas and Facilities.

**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS IN THE**  
**ASSOCIATION**

**SECTION 1. Membership.** Every Owner of a Lot shall be a Member of the Association. Membership in the Association shall be appurtenant to each Lot and transfer of title to each Lot shall transfer automatically membership in the Association without the necessity of the delivery

of any document. Membership in the Association shall not be separated from ownership of any Lot.

**SECTION 2. Voting Rights; Classes.** The Association shall have two classes of voting membership:

**Class A.** Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person is the Owner of any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one Class A membership vote be cast with respect to any Lot. The Class A Members shall not include the Declarant unless and until its Class B membership has ceased and has been converted to Class A membership as hereinafter provided.

**Class B.** The Class B Member shall be the Declarant. The Declarant plans the Lakes and Streams Subdivision as a major development. To help assure a development that is beneficial to all persons, the Declarant shall retain a vote equal to a majority plus one in the appointment of the Architectural Control Committee and in the votes of the Association until 80% of the ~ 390 acre Lakes and Streams Tract is developed, or until such other time as it or its assigns shall elect. Except however,

b. if 80% of the tract shall not have been developed by January 1, 2006, the Class B Member shall be converted to a Class A Member on the basis of one undeveloped acre remaining shall equal three lots.

c. Declarant, his successors or assigns have elected to terminate any further development of Lakes and Streams Subdivision and has notified Association of said decision via Certified Mail.

## **ARTICLE V**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.**

Declarant, for each Lot owned by Declarant, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, including any purchaser at a judicial sale or heir or devisee of a deceased Owner, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as herein after provided. The annual and special assessments, together with interest and costs of collection thereof (including reasonable attorney's fees), shall be a charge on, and shall be a continuing lien upon, each Lot against which each assessment is made. Each such assessment, together with interest and said costs of collection, shall also be the personal obligation of the Owner of each Lot who was the Owner at the time when the

assessments fell due and the Owner's successors in title to the Lot.

The Association shall have the right to allocate among all of the Owners the obligation for payment of delinquent assessments that remain unpaid for 90 days after the due date thereof, such allocation to be made pro-rata in accordance with the proportion by which each Owner's obligation to pay assessments bears to the total obligation of all Owners (other than the delinquent Owners) to pay assessments. Such allocation shall not in any event relieve the delinquent Owner of his or her obligation to make such payment.

**SECTION 2. PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used for the following purposes:

- a. For the maintenance, operation, repair and improvement of the Common Areas and facilities, Lakes, Streams and various easements for which the Association is responsible, including without limitation, all costs of labor, materials, management costs, lighting, insurance, taxes, if any, and such fixtures and personal property as is necessary or appropriate for the enjoyment and operation of said areas and reasonable replacement reserves therefor. It is the responsibility of the HA to maintain the Swan Lake Lake, the Maintenance Easement, the Common Area, and the Landscape easements.
- b. For postage, reproduction, publications and related secretarial costs necessary to keeping the members of the HA informed of meetings, annual reports, dues notices, etc.; and such other purposes as are set forth in the corporate charter of the HA or as the same may hereafter be amended.

**SECTION 3. MAXIMUM ANNUAL ASSESSMENT.** Until December 31, 1992, the maximum annual assessment shall be two hundred forty dollars (\$240.00) per Lot (the "Base Annual Assessment").

- a. The base annual assessment may be increased each year not more than 10% for the previous year without a vote of the Association.
- b. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum set forth above.

**SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement connected with or upon the Common Areas and Facilities, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose.



SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article V shall be sent to all Members not less than 30 days and not more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty-three and one third ( $33\frac{1}{3}\%$ ) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum shall not be present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $1/2$ ) of the required quorum at the preceding meeting and so on until a quorum shall be obtained. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. UNIFORM RATE OF ASSESSMENT. All Annual and special assessments must be fixed at a uniform rate for all Lots and annual assessments shall be collected on an annual basis. Special assessments shall be collected as required by the Board of Directors.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES; PAYMENTS.

- a. The annual assessments (or pro-rata annual assessment) provided for herein shall commence for a Lot on the day that the lot and house thereon shall receive its Certificate of Occupancy from the County of Aiken. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The annual assessment shall be due and collectable on January 1 of each year.
- b. the Class B Member shall not be obligated to pay any annual assessment made with respect to any Lot owned by it except as required to make up a deficit in Association funding, said amount not to exceed the Base Annual Assessment on each Lot.
- c. The Association, upon demand and for a reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the annual rate of fifteen (15%) percent, payable monthly, and the Association may declare the entire balance of the assessment due and payable in full by giving notice thereof to the Owner. The Association may bring an action at law against the Owner personally obligated to pay the same, or it may foreclose the lien against the Lot, and in the latter case the Association may proceed to foreclosure in the same manner as provided for mortgages by an action of mortgage foreclosure. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas and Facilities or by abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any mortgage or mortgages now or hereafter encumbering any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any deed or proceeding in lieu of foreclosure (other than foreclosure by the Association of its own assessment lien) shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except for claims for a share of such assessments resulting from a reallocation thereof among all Owners and Lots including the Lot so sold. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE VI**  
**ARCHITECTURAL CONTROL; PROTECTIVE**  
**COVENANTS**

This Article includes five sections; (1) ARCHITECTURAL CONTROL, (2) PROTECTIVE COVENANTS, (3) SPECIAL PROTECTIVE COVENANTS APPLICABLE TO LOTS "FRONTING" ON SWAN LAKE AND THE SWAN LAKE 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:

- \* 1600 square feet for single level homes
- \* 800 square feet on the first floor for two story homes, or
- \* 1100 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 required, except, however; as determined by the ACC that such side or rear entry is impractical/inappropriate for the house and lot. In such case, and if approved by the ACC, an enclosed garage with an entrance facing a street shall be acceptable. All garages shall be equipped with doors adequate to render the interior of the garage out of view.

**1.3 FENCES, GRADE WALLS, AND HEDGES:** No fence, wall, hedge or shrub planting which obstructs sight at elevation between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street, property lines, and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. Fences are not permitted forward of the dwelling front line. Fences from the dwelling front line to the rear shall not exceed 6-feet in height. Material of construction of the fence shall be in keeping with the general appearance of the neighborhood and approved by the ACC. Additional covenants, applicable to lots that front on Swan Lake, are provided in a later section of these covenants.

**1.4 DRIVEWAYS LOCATION, NUMBER, AND INSTALLATION:** The dwelling shall include a driveway of concrete construction from the point of road access to the garage. Each lot will be limited to one connection of its driveway to the road, unless approved by the ACC. The driveway will connect with the road so as to meet Aiken County Specifications. The driveway shall be at least ten (10) feet wide.

**1.5 CONCRETE WALKWAYS:** A concrete walkway and/or a 12-foot wide private driveway connecting to the adjacent walkways is required on certain lots 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 17.5 square feet per foot of frontage. For corner lots with greater than 130-foot of frontage, a proposed sodding plan within the limit of 17.5 square foot for 130-foot shall be proposed to the ACC for approval. 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. Additionally, houses on lots that front on Scenic Lakes Drive and Old Sudlow Lake Road shall be of at least brick facade.

**1.10 ROOF COVERING AND SLOPE:** The slope (pitch) of the roof shall not be less than 5/12. 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. Slab floors shall be at least 18--inches above grade at the closest approach to grade. 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 box posts shall not exceed 5--feet in height and the mailbox and its support shall be in harmony with the neighborhood. The first mailbox will be provided by the Declarant.

**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 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. 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 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, which are thirty (30) feet on the streets that are interior to the development and thirty and fifty (50) feet on Old Sudlow Lake Road. Additionally, no building shall be constructed within 50-feet of Swan Lake. No building of any kind or character shall be constructed within ten (10) feet of any property line, except as otherwise designated on the plan and where an adjacent lot is incorporated or re-subdivided and then the outermost property boundary as reconstituted shall be used to determine the minimum building setback lines. Swimming pools including enclosing fences may be constructed up to the rear easement line, except as limited to the 30-foot limit of approach to Swan Lake.

**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. Additional covenants regarding fences are applicable to fences in the rear yards of lots fronting on Swan Lake are listed hereafter.

**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.

**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, COMMON AREA, AND OTHER WATERS:** All such areas are intended for the private use of the members of the HA. All homeowners in the Swan Lake 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 LOTS "FRONTING" ON SWAN LAKE AND THE SWAN LAKE COMMON AREA.**

Without intending to limit the generality of the other provisions of this Article IV, the following restrictions are imposed as a common scheme on lots numbered 01027 through 01056 on the Swan Lake Village Subdivision plat named in Attachment A-2.

**3.1 BEAUTY EASEMENT:** A Beauty and Access Easement of 30-feet width measured from the lake high waterline up the shoreline is established. Fences, hedges or other enclosures are not permitted within the beauty easement. Lawn chairs, picnic tables, beach umbrellas and other similar transportable equipment may reside in the beauty easement. Plans for landscaping in the Beauty and Access Easement shall be submitted to the ACC prior to start of work for review and approval.

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

**3.3 FENCES:** Fences from the dwelling front line to the rear shall not exceed 4-feet in height, except; however that fences up to 6-feet in height shall be allowed provided that the fence not be closer than 50-feet to the shoreline or 20-feet to the lot side-lines. Material of construction of the fence shall be in keeping with the general appearance of the neighborhood and approved by the ACC.

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

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

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

**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 AREA 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 Area is permitted from sunrise to 10:00 PM.

**4.6 RADIOS, TAPE PLAYERS, TV SETS:** Use of audio and video equipment on the Swan Lake or in the Common Area 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 Area or on Swan Lake.

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

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

**4.10 NOISY AND/OR UNRULY BEHAVIOUR:** Bad language, noisy and/or unruly behaviour is prohibited in the Common Areas or on Swan Lake.

**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 IV, 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 this Declaration 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 in the Swan Lake Village Subdivision, such designation for the required use of natural gas shall be at sale of the lot.

**ARTICLE VII**  
**ENFORCEMENT OF THIS DECLARATION**

The Association and any Owner (including Declarant) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration, and in the event of a violation thereof the Association and any Owner shall be entitled to injunctive relief and damages, or both, from the Owner or other person committing such violation. Any monies received by any Owner from any other Owner or former Owner on account of assessments levied by the Association, less all reasonable enforcement costs, shall be paid by such enforcing Owner to the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**ARTICLE VIII  
CONDEMNATION**

In the event title to any portion of the Common Areas and Facilities shall be taken or condemned by the exercise of the power of eminent domain, then the award or other monies payable with respect thereto shall be paid to the Owners of the Lots and their respective mortgagees, as their respective interests may appear.

**ARTICLE IX  
LEASES**

All lease agreements between an Owner and a tenant for a Lot shall be in writing and shall provide that the terms thereof shall be subject in all respects to this Declaration and the Articles of Incorporation and By-Laws of the Association, and that any failure by the tenant to comply with the terms of such documents shall constitute a default under the lease.

**ARTICLE X  
RIGHTS OF MORTGAGEES**

**SECTION 1. INFORMATION TO BE FURNISHED.** With payment of normal Association fees for supplying such information, any mortgagee of any Lot who makes a request in writing to the Association for the items provided in this Section 1 shall have the following rights:

- a. to receive from the Association a written statement of any default in the performance by an Owner under this Declaration, including the failure to pay assessments, and a copy of any notice of default sent to such Owner;
- b. to be furnished, within ninety (90) days after the end of each fiscal year of the Association, a copy of the annual financial statement and budget and any written report of the Association, including income and operating statements;
- c. to receive written notice of any meeting of Members of the Association at which action to be taken would adversely affect any such mortgagee and to have its representative attend any such meeting; and
- d. to receive written notice of any proposed or actual taking or condemnation of the Common Areas and Facilities and any casualty loss affecting the same within fifteen (15) days of receipt of

notice of such proposed or actual taking by the Association or occurrence of such loss.

**SECTION 2. APPROVAL OF CERTAIN ACTIONS.** In addition to the votes or approvals of Owners and Members of the Association required by other provisions of this Declaration, the assent in writing of all the holders of first mortgages of record on the Lots (based upon one vote for each first mortgage owned) shall be required for the following actions:

- a. any attempt by the Association to abandon, partition, release, subdivide, encumber, sell or transfer the Common Areas and Facilities, except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities;
- b. any change in the method of determining the assessments or the proportional share thereof which may be levied against a Lot;
- c. any attempt by the Association to waive or abandon the restrictions imposed herein relating to the architectural design or exterior appearance of the Lots, the exterior maintenance of the Lots and maintenance of the Common Areas and Facilities;
- d. The discontinuance of the maintenance by the Association of the insurance specified in Article XI hereof; and
- e. any attempt by the Association to use hazard insurance proceeds arising from any loss or damage to the Common Areas and Facilities for other than the repair, replacement or construction thereof.

**SECTION 3. OTHER RIGHTS OF MORTGAGEES.** The holders of first mortgages on the Lots may, jointly or singly, pay taxes and other charges which are in default and which may or have become a charge or lien against any portion of the Common Areas and Facilities, and may pay overdue premiums on the insurance policies or secure any insurance policies with respect to the coverage to be maintained by the Association pursuant to Article XI hereof, and upon so doing the first mortgagees making such payments shall be entitled to immediate reimbursement therefor by the Association.

**SECTION 4. FHAVA APPROVAL.** If the purchase of any Lot is financed with the help of any program administered by the Federal Housing Administration or the Veterans Administration, so long as there is a Class B membership in the Association, the following actions will require the prior approval of the Federal Housing Administration, or the Veterans Administration, as the case may be: annexation of additional properties beyond those identified in Exhibit A-1, dedication or other disposition of the Common Areas and Facilities; and any amendment of this Declaration that would prejudice the interest of either Administration.

**ARTICLE XI**  
**INSURANCE**

SECTION 1. INSURANCE TO BE MAINTAINED BY THE ASSOCIATION. The Association shall maintain, at all times, insurance in the following types and amounts:

a. Property insurance covering all improvements erected upon and comprising part of the Common Areas and Facilities (including all building service equipment related to such improvements). Such insurance shall be in an amount equal to the full replacement value of such improvements (that is, one hundred percent (100%) of current "replacement cost" exclusive of land, foundations, excavations and other items normally excluded from coverage) with an "agreed amount endorsement", such insurance to afford protection against at least the following:

a,1. loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, wind, storm and water damage; and

a,2. such other risks as shall customarily be covered with respect to similar improvements in projects similar in construction, location and use. Such insurance shall name the Association as the insured for the benefit of the Lot Owners.

b. Comprehensive general liability insurance covering the Common Areas and Facilities, the various easements afforded the Association and the activities of the Association, its officers, agents and employees in connection with the performance of their duties in an amount not less than \$2,000,000.00, covering all claims for personal injury and/or property damage arising out of a single occurrence. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying a claim of an Owner because of the negligent acts of the Association or other Owners.

c. Workmen's compensation insurance and employers liability as required by law.

d. Comprehensive disappearance and dishonesty bond or equivalent insurance coverage against dishonest acts on the part of directors, officers, trustees, managers and employees of the Association and all others who handle or are responsible for the handling of funds of the Association, such bond or insurance to name the Association as the obligee or insured. Such bond or insurance shall be written in an amount equal to at least one hundred fifty percent (150%) of the Association's estimated annual operating expenses, including reserves. Such bond or of insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond or insurance shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the first mortgagees of Lots who have given notice to the Association of their interest.

**SECTION 2. INSURERS.** The insurance set forth in this Article XI shall be maintained in reputable insurance companies authorized to transact business within the State of South Carolina.

## **ARTICLE XII DISSOLUTION**

In the event that the Association shall be dissolved, the interests, rights and obligations of the Association in and to the Common Areas and Facilities shall be dedicated or assigned to Aiken County, South Carolina. If Aiken County shall not accept said dedication or assignment, then such interests, rights and obligations of the Association shall be transferred to such other public or private agency or instrumentality as will most nearly carry out the original intention of this Declaration. The provisions herein shall apply also if the Association ceases to operate, and in such case, it shall be the duty of the Owners herein to cause said interests, rights and obligations to be dedicated, assigned or transferred as provided herein.

## **ARTICLE XIII SPECIAL EASEMENTS**

**SECTION 1. DECLARANT'S EASEMENT TO CORRECT DRAINAGE.** For a period of two years from the date of conveyance of each Lot, Declarant reserves an easement and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, making any gradings of the soil or to take any other similar action reasonably necessary, following which Declarant shall restore the affected Lot to its original condition as near as practicable. Declarant shall give timely notice of intent to take such action to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such notice.

**SECTION 2. EASEMENT TO INSPECT.** There is hereby created an easement in favor of the Association for ingress and egress on any Lot during reasonable hours:

- a. to inspect the Lot for alleged violation of this Declaration, and/or compliance with architectural standards and/or approved plans for alterations and improvements, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof, and
- b. to perform such maintenance as is required by this Declaration.

**SECTION 3. EASEMENT FOR GOVERNMENTAL PERSONNEL.** A right of entry on the Common Area and Facilities is hereby granted to law enforcement officers, fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access zones.

**ARTICLE XIV**  
**GENERAL PROVISIONS**

**SECTION 1. DURATION AND AMENDMENT.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded in the Office for the Recording of Deeds in and for Aiken County, South Carolina, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy five (75%) percent of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Notice to Lot Owners from the Declarant shall be by mail to the address of record. A non-response within 30-days, shall be taken as concurrence and signature for the amendment proposed by the Declarant. An amendment shall not be effective unless recorded in the Office aforesaid.

**SECTION 2. AMENDMENT BY DECLARANT.** This Declaration 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 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.

**SECTION 3. SEVERABILITY.** Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision hereof which shall remain in full force and effect.

**SECTION 4. NOTICES.** Any Notice required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**SECTION 5. MANAGEMENT AGREEMENTS.** Any management agreement entered into by the Association with respect to the Common Areas and Facilities shall be terminable by the Association for cause upon thirty (30) days' written notice thereof, and the terms of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year period.

**SECTION 6. CERTAIN RIGHTS OF THE DECLARANT.** For such time as Declarant shall own any Lot or property in the Lakes and Streams Subdivision, Declarant's rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions.



There shall be no amendments to this Declaration or the Articles of Incorporation or By-Laws of the Association which:

- a. Discriminate or tend to discriminate against Declarant's rights as an Owner.
- b. Changes the Definitions appearing in Article I of this Declaration in a manner which alters Declarant's rights or status.
- c. Alters Declarant's rights under Article II as regards annexation of additional properties.
- d. Alters the character and rights of membership or the rights of the Declarant as set forth in Article IV.
- e. Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights of way.

SECTION 7. USAGE. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

SECTION 8. EFFECTIVE DATE. This Declaration shall become effective upon its recordation in the Office for the Recording of Deeds in and for Aiken County, South Carolina.

SECTION 9. ANNEXATION. At some time in the future it may be in the best interest of the Lakes and Streams Subdivision or some part thereof to annex into a different political subdivision such as the City of North Augusta. Such annexation will take place at the sole option of the Declarant if he alone determines that such action is in the best interest of the Lakes and Streams Subdivision or portion thereof. The right to annexation is encumbered upon every lot in the Subdivision whether unsold, sold or accupied with a dwelling as well as all common areas.

Signed this date of January 17, 1992.

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

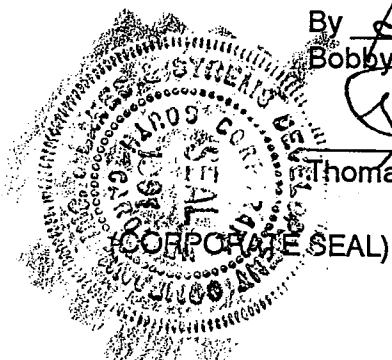
Thomas P. Murphy  
Thomas P. Murphy, Secretary

IN THE PRESENCE OF:

Judy H. Murphy  
Robyn R. Talbert

IN THE PRESENCE OF:

Judy H. Murphy  
Robyn R. Talbert



STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me, the undersigned, and made oath that she saw the within named BOBBY J. THARPE, PRESIDENT OF LAKES AND STREAMS DEVELOPMENT COMPANY, INC., & THOMAS P. MURPHY, SECRETARY OF LAKES AND STREAMS DEVELOPMENT COMPANY, INC., sign, seal and as their acts and deeds, deliver the within written DECLARATION OF COVENANTS AND EASEMENTS LAKES AND STREAMS SUBDIVISION for the uses and purposes stated therein and that she with ROBYN R. TALBERT witnessed the execution thereof.

SWORN TO BEFORE ME this  
17th day of January, 1992.

Robyn R. Talbert  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 3-12-94

Judy H. Murphy

**LEGAL DESCRIPTION**  
**EXHIBIT "A-1"****TRACT 1:**

ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, and being shown as Tract "A" containing 372.3 acres, more or less, and Tract "B" containing 10.76 acres more or less, on a plat to be recorded contemporaneously herewith, prepared for Estate of Marshall B. Garner, First National Bank of Augusta Trustee, by Baldwin & Cranston Associates, Inc., under date of January 15, 1978, all lines having been reinspected on July 1, 1980. Said tract of land is more fully described as follows:

Tract "A" begins at an iron pipe located on the South side of Highway No. S. R. 1760, and running thence N 13 34' 30" E, 568.99 feet to an iron pin; thence running along a curved line  $R=731.91$  feet/ $L=606.16$  feet to an iron pin, thence running N 61 01' 35" E, a distance of 100.00 feet to an iron pin; thence running N 28 58' 25", a distance of 18.00 feet to an iron pin at the end of the state right-of-way and pavement (aformentioned) Highway No. S. R. 1760; thence running N 61 01' 35" E, a distance of 982.06 feet along the southern side of a graded public dirt road to an iron pin; thence running N 61 12' 30" E, a distance of 1,349.91 feet along said public dirt road to an iron pin, located at the Northeastern corner of subject property, adjacent to property now or formerly of W. E. Raines; thence turning and continuing S 48 06' 20" E, a total distance of 1,109.02 feet to an iron pin located at the northeastern corner of subject property at its intersection with property now with property now or formerly of W. E. Raines and property now or formerly of Sudlow Lake Corporation; thence turning and continuing S 41 28' 05" W a distance of 172.34 feet to an iron pin located at a corner of subject property and property now or formerly of Sudlow Lake Corporation; thence, turning and continuing S 39 18' 25" E a total distance of 1350.30 feet to an iron pin located approximately 25 feet to the west of the center line of Little Horse Creek; thence extending from such iron pin along the same line to the center of Little Horse Creek; thence turning in a southerly direction and following the meandering course of Little Horse Creek for a distance of 7,550+ feet to a point 40+ feet East of an iron pin located at the southernmost boundary line of the subject property adjacent to the property of John E. Morris; then extending from the center line of said Creek to such iron pin; thence turning and continuing N 43 04' 55" W, a distance of 1,353.62 feet along said boundary line to an iron pin; thence turning and continuing N 58 56' 50" W, a distance of 770.50 feet along said boundary line to an iron pin located at the Southwesternmost corner of subject property at its intersection with property of John E. Morris and property of James Ware, Jr., thence turning and continuing N 19 24' 25" E, a distance of 399.89 feet, to an iron pin located on the westernmost boundary of subject property, said pin being the corner marker of property of James Ware, Jr., and property of Canal Industries, Inc.; thence continuing N 20 28' 55" E, a distance of 954.91 feet to an iron pin; thence continuing N 22 55' 55" E, a distance of 1,166.58 feet to an iron pipe located at the corner of subject property and the Northwesternmost corner of property of Canal Industries, Inc., thence turning and continuing N 68 45' 00" W, a total distance of 1,578.74 feet to

the point of beginning.

Tract "B" begins at an iron pipe located on the northerly side of the public dirt road (above mentioned), at its intersection with a dirt road 10 feet in width, running S 61 12' 30" W, a distance of 1,303.50 feet along the northern side of said public road to an iron pin; thence running S 61 01' 35" W, a distance of 12.53 feet along said public road, to an iron pin; thence turning N 68 47' 35" W and running 277.82 feet along the boundary of subject property with property now or formerly of Murphy to an iron pin; thence turning and continuing N 00 40' 30" W for a distance of 376.87 feet to an iron pin; thence turning and continuing N 55 04' 05" E, a distance of 294.24 feet to an iron pin located in the center line of an old dirt road; thence turning and continuing S 84 29' 20" E, a distance of 774.87 feet to an iron pin; thence turning and continuing N 81 13' 00" E, a distance of 409.05 feet to the point of beginning. All as will more fully appear by reference to the aforesaid plat.

TRACT 2:

All and singular that certain piece, parcel or tract of land situate, lying and being in Aiken County, South Carolina, containing 5.38 acres, more or less, as described on that certain plat prepared by Southern Partners, Inc., dated May 23, 1991, which said plat is incorporated herein by reference thereto for a more complete and accurate description as to the metes, bounds and location and recorded simultaneously herewith in Misc. Book 623, Page 342, records of Aiken County, South Carolina.

Tract 1 conveyed to the Grantor by deed of Kelly F. Zier, Trustee recorded in Title Book 1281, Page 171, records of Aiken County, South Carolina.

Tract 2 conveyed to the Grantor by deed of B. J. Tharpe recorded in Title Book 1273, Page 136, records of Aiken County, South Carolina.

Tract 1—Tax Parcel No.: 00-034.0-01-001  
00-034.0-01-059

Tract 2—Tax Parcel No.: 00-015.0-01-014

Partnership Agreement of "Group 20" Associates recorded in Misc. Book 631, Page 85, records of Aiken County, South Carolina.

LEGAL DESCRIPTION  
EXHIBIT "A-2"

ALL that certain piece, parcel or lots of land, situate, lying and being within the County of Aiken, State of South Carolina, containing fifty-two and eighty-four one-hundredths (52.84) acres as is more fully shown on a plat prepared for Lakes & Streams Development Company, Inc., a South Carolina Corporation by Southern Partners, Inc., dated December 16, 1991, which subdivision is identified as Swan Lake Village of Lakes & Streams and recorded in Plat Book 26, Page 188-190 records of Aiken County, South Carolina, which said plat is incorporated herein by reference thereto for a more complete and accurate description as to the metes, bounds and location.

RECORDED  
*Reggie Whitman*  
 R.M.C. AIKEN COUNTY

RETURNED TO: *Tre Inc-Escrow*

*PO Box 600*

*Valley Forge Pa. 19482*

**SUPPLEMENTAL DECLARATION #3 OF  
COVENANTS AND EASEMENTS  
LAKES AND STREAMS SUBDIVISION**

**ADDITIONS, DELETIONS AND MODIFICATIONS TO PRIOR COVENANTS**

THIS SUPPLEMENTAL DECLARATION #3, made and executed this 23<sup>rd</sup> day of FEBRUARY, 1995 by LAKES AND STREAMS DEVELOPMENT COMPANY, INC., a South Carolina corporation, herein referred to as "Declarant" and the LAKES AND STREAMS HOMEOWNERS ASSOCIATION, herinafter referred to as the "Association".

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 09-May-94, 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", and "Article VI, Section 5, Paragraph 5.4", Declarant and Association now desire to:

- \* Alter, add to or delete from the above named Declarations

NOW, THEREFORE, Declarant and Association, intending to be legally bound, hereby declare that the properties of Lakes and Streams and such additions thereto as may be made hereafter pursuant to the provisions of Article II 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 Declaration #1, Supplemental Declaration #2 and in this Supplemental Declaration #3 hereinafter set forth.

The covenants listed below are hereby altered, added to or deleted from as follows:

- \* COVE0120, "Declaration of Covenants and Easements, Lakes and Streams Subdivision, dated 16-Jan-92 (Swan Lake I)
- \* COVE0320, "Lake Pointe Village, Supplemental Declaration #1 of Covenants and Easements, Lakes and Streams Subdivision", dated 04-Jan-93., (Lake Pointe Village)
- \* COVE0520, Supplemental Declaration #2 of Covenants and Easements, Lakes and Streams Subdivision", dated 09-MAY-94., (Swan Lake II)

**1. COVE0120 and COVE0320**

**Delete Paragraph 1.3, Article VI and replace with the following:**

**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.

This covenant was modified to the text noted above effective June 1, 1994. Purchasers in Swan Lake I and Lake Pointe Village that have installed fences or had fences approved prior to this date, are "grandfathered" in perpetuity. This latter "grandfather" provision will terminate upon resale of the home, except that the existing fence may thereafter be repaired and maintained, but if replaced, the replacement would be required to be in accord with the "fence" covenants then applicable.

**2. COVE0120 and COVE0320**

**Add the following language to Paragraph 2.11, Article VI:**

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.

This addition to the covenant is effective as of June 1, 1994.

**3. COVE0120, COVE0320 AND COVE0520**

**Add the following Paragraph 2.21 to Article VI:**

**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.

This additional covenant is effective as of June 1, 1994.

**4. COVE0120**

**Delete Paragraph 1.14, Article VI and replace with the following:**

**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.

This modified covenant is effective as of June 1, 1994. Purchasers in Swan Lake I that have selected to use non-standard mailboxes prior to this date are "grandfathered" in perpetuity. This latter "grandfather" provision will terminate upon resale of the home.

**5. COVE0120, COVE0320 AND COVE0520**

**Delete Paragraph 1.7, Article VI and replace with the following:**

**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".

**5. COVE0120, COVE0320 AND COVE0520**

**Delete Paragraph 2.2, Article VI and replace with the following:**

**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.

**6. COVE0120, COVE0320 AND COVE0520**

**Add the following language to Paragraph 1.8, Article VI:**

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.

**7. COVE0120, COVE0320 AND COVE0520**

**Add the following language to Paragraph 1, Article VI:**

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.



Signed this date of FEB 23, 1995

IN WITNESS WHEREOF, Declarant and Association have 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

LAKES AND STREAMS HOMEOWNERS ASSOCIATION, INC.

By Bobby J. Tharpe  
Bobby J. Tharpe, President

Sue A. Collett  
(Witness)

Sue S. White  
(Witness)

THE STATE OF SOUTH CAROLINA

COURTY

PROBATE

PERSONALLY appeared before me Susan T. Colflesh  
and made oath that she saw the within named BOBBY J. THARPE  
 sign, seal, as his act and deed, deliver the  
within written Deed, and that she with SUE S. WHITE  
witnessed the execution thereof.

SWORN to before me this 10<sup>th</sup>  
day of March A.D., 1995

x James J. Coyle

Sue White (SEAL)  
Notary Public of South Carolina

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

RECORDED 3-22-95 @ 09:00hr  
Peggy J. Whitman  
 R.M.C. AIKEN COUNTY

RETURNED TO:

Tharpe Investment Enterprises, Inc

PO May 6066

North Auguston  
Ac 2

AC 29841-6066

**SUPPLEMENTAL DECLARATION #9 OF**  
**COVENANTS AND EASEMENTS**  
**LAKES AND STREAMS SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION #9, made and executed this 4<sup>th</sup> day of MARCH, 1997, by LAKES AND STREAMS DEVELOPMENT COMPANY, INC., a South Carolina corporation, herein referred to as "Declarant".

WITNESSETH:

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

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

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

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

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

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 830, page 71 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #5 Of Covenants And Easements, Lakes and Streams Subdivision", dated 01-April-96, and

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

WHEREAS, Declarant has caused to be recorded in Miscellaneous Book 844, page 63 at the RMC, Aiken County, South Carolina, the document "Supplemental Declaration #7 Of Covenants And Easements, Lakes and Streams Subdivision", dated 06-Sep-96, and

WHEREAS, 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, in accordance with the provisions of "Article II, Section 3, Future Additions", "Article XIV, Section 2, Amendment By Declarant", "Article X, Section 4, FHA/VA Approval" and "Article VI, Paragraph 5.4, AMENDMENTS BY ACC", Declarant now desires to:

- \* Add to the provisions of Article VI of the above named Declarations

NOW, THEREFORE, Declarant and Association, intending to be legally bound, hereby declare that the properties of Lakes and Streams and such additions thereto as may be made hereafter, 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, #2, #4, #5, #6, #7 and #8 hereinafter set forth.

Add the following paragraph 5.6 to Section 5, Article VI of the above named Declarations:

**5.6 REQUEST FOR VARIANCE FROM PROVISIONS OF ARTICLE VI:** If a Homeowner desires to make a change, addition, deletion or modification (MOD) to his property and is prevented from doing so by the provisions of Article VI, the Homeowner may make application for a variance as follows:

- 5.6.1 The Homeowner shall submit a written request for variance to the Committee on Covenants (COC) or to the ACC as is appropriate. The description of the MOD shall include: (a) sketches, drawings and text sufficient to describe the MOD, (b) identification of the offending paragraph of the covenants and (c) the reasons why the Homeowner concludes that this variance may be granted without injury to the subdivision.
- 5.6.2 The committee receiving the request shall (a) provide a copy of the MOD to the Board of Directors (BOD) and to the other committee, (b) consider the request and (c) make a recommendation for approval or disapproval of the proposed MOD to the BOD within 60 days.
- 5.6.3 The BOD shall (a) consider the request, (b) consider the recommendation of the ACC or COC, (c) meet with the Homeowner, if appropriate, (d) by majority vote approve or disapprove the request for variance, and (e) inform the Homeowner of its action within an additional 60 days. If the request for variance is approved, the variance will be described by letter to all Homeowners at the annual meeting of the Association. The cost for this disclosure to all Homeowners shall be born by the Homeowner requesting the variance. The cost shall be 20 cents per Homeowner to be notified and the variance shall not be granted until this fee is paid. If the BOD does not rule on the request for variance within 120 days of the submittal of all of the information necessary for its consideration, the request for variance shall be automatically granted.

Signed this date of March 4, 1997. **VOL 878 PAGE 178**

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

LAKES AND STREAMS HOMEOWNERS ASSOCIATION, INC.

By Bobby J. Tharpe  
Bobby J. Tharpe, President

Susan T. Colflesh  
Witness, Susan T. Colflesh:

Lou H. Berry  
Witness, Notary:

THE STATE OF SOUTH CAROLINA  
AIKEN COUNTY

PROBATE

PERSONALLY appeared before me SUSAN T. COLFLESH

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

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

and that SHE with Lou H. Berry (notary)

witnessed the execution thereof.

SWORN to before me this 4<sup>th</sup> day of March, A.D., 19 97.

Susan T. Colflesh (Susan T. Colflesh)

Lou H. Berry (notary)

(SEAL)

Notary Public of South Carolina  
My Commission Expires 1-18-99

Page 3

RETURN TO:

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

RECORDED

R.M.C.

AIKEN COUNTY

RETURNED TO: Scm

**SUPPLEMENTAL DECLARATION #18 OF COVENANTS AND EASEMENTS FOR  
LAKES AND STREAMS SUBDIVISION  
ADDITIONS, DELETIONS AND MODIFICATIONS TO  
PRIOR COVENANTS**

THIS SUPPLEMENTAL DECLARATION #18 made and executed this 16<sup>th</sup> day of APRIL, 2001 by LAKES AND STREAMS DEVELOPMENT COMPANY, INC., a South Carolina corporation, herein referred to as "Declarant" and the LAKES AND STREAMS HOMEOWNERS ASSOCIATION, herinafter referred to as the "Association".

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

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

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

WHEREAS, 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

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

The Protective Covenants and Supplemental Declarations set forth above are hereby altered, added to or deleted as described in the following paragraphs:

**A. In the section titled:**

**ARTICLE VII, ENFORCEMENT OF THIS DECLARATION**

**Insert the following paragraphs after the words ".....waiver of the right to do so thereafter."**

Additionally, the Association shall have the right to assess a penalty of \$20.00 per month to a Homeowner that fails to observe the provisions of the Protective Covenants. The penalty shall be applied as follows:

1. The amount of \$20.00 per month for each infraction of the covenants.
2. The penalty, if unpaid, shall accrue monthly with interest added at 15% per annum.
3. The penalty shall become a lien against the property of the infringing Homeowner.
4. The Association shall not issue the CERTIFICATE OF ESTOPPEL for the sale or transfer of the subject property until all such fees are paid.
5. The Association shall use its best efforts to obtain conformance to the covenants by any infringing Homeowner. The effort shall include at least two written notices to the Homeowner. The notices shall describe the infringement and request correction within a specific time period. If these efforts are unsuccessful, a penalty shall be assessed. Prior to the initiation of the penalty, the infringing Homeowner shall receive written notice via registered mail that a penalty beginning at a specific date is to be levied upon the Homeowner.
6. The assessment of a penalty shall require the approval of the Chairman, the Treasurer and at least one member of the Board of Directors.
7. The infringing Homeowner may choose to contest the application of the penalty via written request to the Board of Directors. The Homeowner may also choose to appeal personally to the Board of Directors at one of the regular meetings of the Board. If the view of the Homeowner is upheld by majority vote of the Board, all penalties shall be cancelled.

**B. In the section titled:**

**ARTICLE VI, ARCHITECTURAL CONTROL: PROTECTIVE COVENANTS**

**Delete in its entirety the portion titled "2.13 VEHICULAR STORAGE" and insert the following:**

**2.13 PARKING AND VEHICULAR STORAGE:**

- a) No junked or abandoned vehicles shall be allowed or permitted to be on any lot for a period exceeding thirty (30) days and any vehicle not bearing a current license plate issued by a State Highway Department shall be considered abandoned. Such vehicles may be stored in a garage with a garage door concealing visual contact from the street or adjacent properties.
- b) Campers, recreational vehicles (RVs), boats or other types of similar equipment shall be parked no closer to the street than the rear corner of the dwelling and within the extended sidelines of the dwelling. Additionally, in the case of a corner lot, no vehicle shall be parked any closer than a far rear corner from either street. If enclosed by a 6 foot, wooden fence, the vehicles may be parked outside of the sidelines of the main dwelling. For lake front lots, recreational vehicles (RVs) or oversize boats shall not be parked in the rear yard. Such vehicles may be parked in an enclosed garage in the rear yard.
- c) Vehicles parked forward of the rear corner of the dwelling (i.e., side and front yards) shall only be



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parked on the hard surface driveways, said driveways to have been approved by the Architectural Control Committee. Parking off of the driveways is prohibited.

d) No housetrailer, heavy construction equipment or heavy commercial vehicles such as "semi's" or "bob-tails" shall be parked or stored on the lots except for construction purposes during construction period.

e) No "on-street" parking is allowed except for temporary guests.

f) Vehicles known as "Panel Trucks" and some pickup trucks with "lettering" and/or caps are commercial vehicles and are prohibited from parking in the side or front yards of a dwelling. Such vehicles are "light" commercial vehicles and may be parked within the provisions of (b) above.

g) The Architectural Control Committee may consider the request of a Homeowner and give approval for the parking of a vehicle in a manner that does not entirely conform to the above. Such approval shall only be given, if in the opinion of the Committee, approval will provide relief in a hardship condition and will not significantly detract from the appearance of the neighborhood.

## ARTICLE I DEFINITION OF TERMS

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

am. Supplemental Declaration #18 shall mean this Supplemental Declaration, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, RMC, Aiken County, South Carolina.

## ARTICLE XIV GENERAL PROVISIONS

### 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 this document.

Signed this date of April 16, 2001

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: Ta [Signature]

Witness: [Signature]

THE STATE OF SOUTH CAROLINA  
AIKEN COUNTY

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PROBATE

PERSONALLY appeared before me

Tony Williams

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

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

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

witnessed the execution thereof.

SWORN to before me this 24<sup>th</sup> day of April, A.D., 20 01.

Witness:

T. J. [Signature]

(SEAL)

Susan T. Colflesh  
Notary Public of South Carolina

My Commission Expires

Aug 18, 2008

Please Return To:

Tharpe Inv. Ent.

253 Lake Murray Dr.

N. Augusta, S.C.

29841

RECORDED

R.M.C.

AIKEN COUNTY

4-27-01 at 1020 hrs.  
Judith V. Warner

**SUPPLEMENTAL DECLARATION #19 OF COVENANTS AND EASEMENTS FOR  
LAKES AND STREAMS SUBDIVISION  
ADDITIONS, DELETIONS AND MODIFICATIONS TO  
PRIOR COVENANTS**

THIS SUPPLEMENTAL DECLARATION #19 made and executed this <sup>th</sup> 5 day of SEPTEMBER, 2001 by LAKES AND STREAMS DEVELOPMENT COMPANY, INC., a South Carolina corporation, herein referred to as "Declarant" and the LAKES AND STREAMS HOMEOWNERS ASSOCIATION, herinafter referred to as the "Association".

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

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

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

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

WHEREAS, in accordance with the provisions of "Article II, Section 3, Future Additions", 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

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

The Protective Covenants and Supplemental Declarations set forth above are hereby altered, added to or deleted as described in the following paragraphs:

**1. Change of ARTICLE IV, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION, SECTION 2.**

Delete in its entirety the Paragraph "Class B" and substitute the following:

Class B. The Class B Member shall be the Declarant. The Declarant plans the Lakes and Streams Subdivision as a major development. To help assure a development that is beneficial to all persons, the Declarant shall retain a vote equal to a majority-plus-one in the appointment of the Architectural Control Committee and in the votes of the Association until the property remaining to be developed is less than 38 acres and the number of lots owned by the Declarant has been reduced to less than 50, or until such other time as it or its assigns shall elect. Except however,

b. If at any time the number of lots titled to the Declarant decreases to less than 10, the Declarant shall be judged to have discontinued its development of the subdivision and its majority-plus-one authority shall expire.

c. Declarant, his successors or assigns have elected to terminate any further development of Lakes and Streams Subdivision and has notified Association of said decision via Certified Mail.

Upon termination of its majority-plus-one authority, the Class B Member shall continue as a Class B Member and have votes equal to one vote for each remaining lot in the subdivision that is titled to the Class B Member and three votes for each undeveloped acre remaining in the ownership of the Declarant or its assigns..

**2. Addition to ARTICLE IV, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Following SECTION 2, add the following SECTION 3:

SECTION 3. LIMITED QUORUM: In the event that the number of members present at a duly called meeting of the Association shall be less than fifty (50 percent), but more than twenty (20) percent of its membership, the Chairman may declare that a Limited Quorum is present. The Limited Quorum may continue to meet; however its authority shall be limited to only the approval of minutes of prior meetings. By majority vote of the members present and voting in the Limited Quorum, the meeting may formulate recommendations for actions by the Association. Upon adjournment of the meeting, the Chairman and/or Secretary shall submit the individually formulated recommendations in writing within 15 days to the Board of Directors. The Board of Directors shall meet within thirty (30) days to consider the recommendations and vote thereon (a quorum shall not be required). The recommendations shall then be sent by mail to the address of record of each Homeowner with a ballot (each ballot shall be coded to one Homeowner) and with attached notice that:

a. The recommendations were formulated by a less than fifty (50) percent majority of the members, and that :

b. Unless more than fifty (50) percent of the ballots of such recommendations are returned with a negative vote within 30 days of the notice, the recommendations will become approved actions of the Association and the

c. Number of voting members of the Board of Directors in favor or opposed to the motion.

The recommendations shall be sent by mail to the address of record of each Homeowner. The returned ballots shall be received by the Secretary and held for counting. Ballots received at the Office of the Association more than 30 days after the postmarked date on which the ballots are mailed shall be deemed non-acceptable. The counting of the ballots shall be by the Chairman, the Secretary and at least two members of the Board. Upon confirmation of the vote, the recommendations shall become approved actions of the Association after forty five (45) days from the mailing of the notices, unless disapproved per subparagraph "b" above. The results of the voting shall be communicated to all Homeowners by the next available mailing of information to all Homeowners.

Following SECTION 3, add the following SECTION 4:

SECTION 4. MINIMUM QUORUM: In the event that the number of members present at any meeting of the Association shall be less than twenty (20 percent), the Chairman may declare that a Minimum Quorum is present. The Minimum Quorum may continue to meet. By majority vote of the members present and voting in the Minimum Quorum, the meeting may formulate recommendations for actions by the Association. Upon adjournment of the meeting, the Chairman and/or Secretary shall submit the individually formulated recommendations in writing within 15 days to the Board of Directors. The Board of Directors shall meet within thirty (30) days to consider the recommendations and vote thereon (a quorum shall not be required). The recommendations shall then be sent by mail to the address of record of each Homeowner with a ballot (each ballot shall be coded to one Homeowner) and with attached notice that:

- a. The recommendations were formulated by a less than twenty (20) percent majority of the members, and that:
- b. An informational meeting to explain the proposed actions will be conducted. The notice shall include the date, time and location of such meeting. The notice shall be at least 15 days prior to the informational meeting and the notice shall be within 15 days of the meeting of the Board of Directors. No vote shall be taken at the informational meeting. And that:
- c. Unless more than fifty (50) percent of the notices of such recommendations are returned with a negative vote within 30 days of the informational meeting, the recommendations will become approved actions of the Association and the
- d. Number of voting members of the Board of Directors in favor or opposed to the motion.

The recommendations shall be sent by mail to the address of record of each Homeowner. The returned ballots shall be received by the Secretary and held for counting. Ballots received at the Office of the Association more than 30 days after the postmarked date on which the ballots are mailed shall be deemed non-acceptable. The ballots shall be counted by the Chairman, the Secretary and at least two members of the Board. Upon confirmation of the vote, the recommendations shall become approved actions of the Association after forty five (45) days from the date of the informational meeting, unless disapproved per subparagraph "c" above. The results of the voting shall be communicated to all Homeowners by the next available mailing of information to all Homeowners.

ARTICLE XIV  
GENERAL PROVISIONS

MISCELLANEOUS  
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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 this document.

Signed this date of SEPTEMBER 5, 2001

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

LAKES AND STREAMS HOMEOWNERS ASSOCIATION

By Bobby J. Tharpe  
Bobby J. Tharpe, Chairman

Witness: Mrs. Little

Witness: Sam Boyd

THE STATE OF SOUTH CAROLINA  
AIKEN COUNTY

MISCELLANEOUS  
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PROBATE

PERSONALLY appeared before me

Thomas Williams

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

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

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

witnessed the execution thereof.

SWORN to before me this 5<sup>th</sup> day of September, A.D., 20 01.

Witness:

Thomas Williams

(SEAL)

Susan T. Colflesh

Notary Public of South Carolina

My Commission Expires

8/18/2008

SUSAN T. COLFLESH (notary)

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

Tharpe Inv. Enterprise  
P.O. Box 6066  
North Augusta, S.C.  
29861-6066

RECORDED

9-21-01 C 0900 PW.

J.M.C.

AIKEN COUNTY



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

**EXTERIOR MATERIAL**

Brick; stone; wood (no cedar); vinyl; or combination thereof.

**ROOF**

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

**GARAGE**

Side or rear garage entry. Front entry only if required by house/lot and approved by ACC. Garage doors required. No open carports. At least two car garage.

**WINDOWS**

Wood, vinyl or painted aluminum.

**DRIVEWAYS**

Width of 10-feet or more in width, concrete only. One connection to road.

**SIDEWALKS**

Located on selected lots, 4-foot wide, 4-foot behind edge of payment. Poured concurrent with driveway pouring.

**A/C UNITS**

Side or rear location, side locations to be shrubbed.

**FOUNDATIONS**

Crawl or basement (slab not allowed). Brick or stone on front and sides. Stucco acceptable in rear. Stucco foundation ok on stucco house.

**MAIL BOXES**

Mail boxes and supporting posts will be standard for all homes. The first mailbox will be provided by the Development Company./

**LANDSCAPING**

Sod required in front, at least 17.5 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**

1750 sq ft minimums: One level = 1750 sqft minimum; two level = 875 sqft minimum on first level; tri-level = 1200 sqft minimum on ground 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

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

### EROSION CONTROL

Silt screens required on 3 sides after lot is cleared. Hay bales (staked) at points of severe potential washing.

### 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.

\*\*\*\*\*  
09-MAY-94

**SUPPLEMENTAL DECLARATION #2 OF**  
**COVENANTS AND EASEMENTS**  
**LAKES AND STREAMS SUBDIVISION**

**SWAN LAKE VILLAGE – SECTION TWO**

THIS SUPPLEMENTAL DECLARATION #2, made and executed this 10<sup>th</sup> day of MAY, 1994, 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, in accordance with the provisions of "Article II, Section 3, Future Additions", "Article XIV, Section 2, Amendment By Declarant", and "Article X, Section 4, FHA/VA Approval", Declarant now desires to:

\* Bring within the provisions of the above named Declaration the additional village of "Swan Lake Village of Lakes and Streams – Section Two",

\* Alter, add to or delete from the above named Declarations, and

WHEREAS, Swan Lake Village – Section Two 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-6" attached hereto and made a part hereof and being identified as Swan Lakes Village of Lakes and Streams – Section Two includes 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 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-6", 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.

Swan II – Page 1

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

10 day of May 1994  
Peggy J. Whitman  
Clerk of RMC for Aiken County, SC.  
[Signature]

named Declaration, Supplemental Declaration #1 and in this Supplemental Declaration #2 hereinafter set forth.

## **ARTICLE I**

### **DEFINITION OF TERMS**

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

c. "Common Areas and Facilities" shall also mean and refer to all real property, and the improvements thereon, in which the Association holds a fee interest or an easement for the common use and enjoyment of the Owners, including all portions of Swan Lake Village – Section Two 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 Swan Lake Village – Section Two 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, o, is added as follows:**

o. Swan Lake Village – Section Two of "Property" shall mean and refer to the real property situate in Aiken County, South Carolina, more particularly described in Exhibit "A-6", and all additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

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

p. Supplemental Declaration #2 shall mean this Supplemental Declaration, recorded in Book 752, Page 218, 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 #2 is more particularly described in Exhibits "A-6".

## **ARTICLES III AND IV**

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

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

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

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

- \* \$160.00 for Lake Pointe Village
- \* \$240.00 for Swan Lake Village I and Swan Lake Village II.

Article VI is added to as follows:

**ARTICLE VIc**  
**ARCHITECTURAL CONTROL; PROTECTIVE**  
**COVENANTS FOR**  
**SWAN LAKE VILLAGE – SECTION TWO**

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

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

**SECTION 1. ARCHITECTURAL CONTROL**

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

**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:

- \* 1750 square feet for single level homes
- \* 875 square feet on the first floor for two story homes, or
- \* 1200 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 double car garage is required. Side or rear garage entrances are required, except, however; as determined by the ACC that such side or rear entry is impractical/inappropriate for the house and lot. In such case, and if approved by the ACC, an enclosed garage with an entrance facing a street shall be acceptable. All garages shall be equipped with doors adequate to render the interior of the garage out of view.

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

1.4 DRIVEWAYS LOCATION, NUMBER, AND INSTALLATION: The dwelling shall include a driveway of concrete, stone, brick or other approved masonry material construction from the point of road access to the garage. Each lot will be limited to one connection of its driveway to the road, unless approved by the ACC. The driveway will connect with the road so as to meet Aiken County Specifications. The driveway shall be at least ten (10) feet wide.

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 at the rate of at least 17.5 square feet per foot of frontage. A lawn sprinkler system is required in the sodded area of the front lawn.

1.7 ANTENNAS; Antennas for television reception commonly referred to as "satellite dishes" are

not permitted. 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.

**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 IVc, the following restrictions are imposed as a common scheme on all lots:

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

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

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 house trailer, heavy construction equipment, or heavy commercial vehicles such as "semi's" or "bob-tails" shall be parked or stored on the lots except for construction purposes during construction period. No "on-street" parking is allowed except for temporary guests. Since vehicles such as those above named (i.e., campers, recreational vehicles, school buses, boats and other similar equipment) are available in a variety of sizes and conditions, the parking of such vehicles outside of a garage shall be approved in writing by the ACC.

2.14 OWNERSHIP OF LAKES, PONDS AND WATERS: No lot owner, provided his property is

bounded by the water of a lake, pond, stream, or creek, shall by virtue of his ownership of any lot, acquire any private right, title or interest in, or to, the aforementioned water thereof of the subdivision or the beds, waters or surfaces thereof.

2.15 USE OF 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.

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.

### 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 Swan Lake Village – Section Two. 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 VIc, the following restrictions are imposed as a common scheme on all lots.

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

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

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

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

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

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

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

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

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

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

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

#### SECTION 5. GENERAL COVENANTS AND RESERVATIONS

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

restrictions are imposed as a common scheme on all lots:

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

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

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

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

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

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

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

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

The Declaration and the Supplementary Declarations may be amended in whole or in part solely by the Declarant for a period of two (2) years from the date of the first conveyance of the title to any Lot in Swan Lake Village – Section Two. 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 May 10, 1994.

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)

EXHIBIT "A-6"

ALL that certain piece, parcel or lots of land situate, lying and being in the County of Aiken, State of South Carolina, being known and designated as Lots 04001 through 04036 of Swan Lakes Village of Lakes & Streams-Section II., as is more fully shown on a plat prepared for Lakes & Streams Development, a South Carolina Corporation by Southern Partners, Inc., RLS., dated October 12, 1993, which said plat is incorporated herein by reference thereto for a more complete and accurate description as to the metes, bounds and location and recorded in Plat Book 31, Page 157, records of the RMC office for Aiken County, South Carolina.

FILED 5-10-94@13:30H  
Peggy J. Whitman  
Aiken County