

1291

FILEBOOK I-13 PAGE 21
OFFICE OF THE CLERK OF COURTS
AUG 21 2 01 PM '95
CLERK OF COURT
LANCASTER COUNTY, S.C.

Prepared by and mail to:

Richard J. Kline
Post Office Box 1508
Davidson, NC 28036

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

Amended and Restated Declaration
of Covenants and Restrictions
for Lakeview Landing Subdivision,
Section 1

THIS AMENDED AND RESTATED DECLARATION is made this 21 day
of August, 1995 by HOMESTEAD LAND & TIMBER COMPANY ("Declarant")

WITNESSETH:

WHEREAS, Declarant has filed a Declaration of Covenants and
Restrictions for Lakeview Landing Subdivision, Section 1,
recorded July 21, 1995 in Book G-13 at Page 92 Lancaster County
Clerk of Courts Office;

WHEREAS, Declarant had stated incorrect building setback
restrictions and now wishes to change the building setback
restrictions;

WHEREAS, Declarant now wishes to restate its intention to
declare that all of the property described on the map of Lakeview
Landing, Section I recorded in Map Book #15788, Lancaster County
Public Registry and that property that hereafter may be made
subject to this Amended and Restated Declaration of Covenants and
Restrictions (hereinafter called the "Restrictions") is and shall
be held, transferred, sold, conveyed, occupied and used subject
to the restrictions and matters hereinafter set forth, said
Restrictions and matters to be construed as covenants running
with the land which shall be binding on all parties having or
acquiring any right, title or interest in the described property,
or any part thereof, and which shall inure to the benefit of each
owner thereof, for and during the time hereinafter specified.

RESTRICTIONS AND REQUIREMENTS

1. No tract shall be occupied or used except for single-
family residential purposes. Only one residence is permitted on
any tract.

2. Each one-story residential unit shall contain a minimum
of 2,000 square feet of heated, enclosed living area, exclusive
of patios, porches, garages and basements; however, the minimum
floor area may be reduced to 1,800 square feet if the dwelling
contains an attached two-car garage. Each two-story dwelling

shall contain a minimum of 2,200 square feet of enclosed, heated living area with a minimum of 1,200 square feet of enclosed, heated living area on the first (main entry level) floor; however, this first floor area may be reduced to 1,000 square feet if the dwelling contains an attached two-car garage on the first floor level. Once construction of a residence has commenced, the exterior thereof, including finished siding material, painting, driveway, and landscaping shall be completed within six (6) months thereafter. Prior to the completion of a residence, the Owner shall install at his expense a concrete or asphalt driveway from the paved portion of the abutting road extending into the tract a minimum of 30 feet.

3. No building shall be constructed nearer than ten (10) feet to any side property line nor any nearer than thirty (30) feet to the front property line nor any nearer than twenty-five (25) feet to the rear property line.

4. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority unless public sewage becomes available in the Subdivision.

5. No modular home, mobile home, house trailer or the basement of a contemplated permanent dwelling shall be occupied as a residence, either on a permanent or temporary basis.

The terms "modular home" and "mobile home" are defined as follows:

Modular Home. A dwelling unit constructed in accordance with the standards set forth in The South Carolina State Building Code for 1 and 2 family dwellings and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.

Mobile Home. A dwelling unit that: (i) is not constructed in accordance with the standards set forth in The South Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

6. At least ninety percent (90%) of the exterior construction material for residences shall be brick, stone or stucco or a combination of them. Up to 10% of the exterior construction material for residences may be painted or stained

wood or vinyl material. Any auxiliary building shall have exterior construction material consisting of wood, vinyl, brick, stone or stucco or a combination of them. If wood, vinyl, or hardboard material is used, it shall consist of individual boards each of which shall be no wider than twelve inches. No exposed concrete block is permitted. All chimneys must be made of brick, stone or stucco material. Roof pitch shall be a minimum ratio of 6:12, except that screen porches, sun rooms and similar ancillary rooms may have a roof pitch of 3:12.

7. No animals or livestock of any description, except the usual household pets, are permitted on any tract.

8. Any partially completed structures or improvements for which construction activity has ceased for 90 consecutive days, and the debris or remains of any structure damaged by wind, fire or other causes, shall constitute a nuisance and may be removed by the Declarant or the Association if the owner of the tract fails to abate such nuisance within 30 days after written notice thereof is given. All costs expended by the Declarant or the Association shall be paid by the owner and shall constitute a lien upon the tract until paid in full together with interest thereon at the rate of 8% per annum. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract.

9. No noxious, offensive or illegal activities shall be carried on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

10. No oil or natural gas drilling, refining, quarrying, mining or timbering operations of any kind shall be permitted upon or in any tract and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.

11. All tracts, except tracts owned by Declarant, whether improved or unimproved, shall be kept free of tall grass, undergrowth, dead trees or limbs which are a danger to abutting property or roads, weeds, trash, debris and rubble and shall be maintained in a neat and attractive condition and in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health or safety of other residents. In the event the owner, or his contractor or agent, fails to comply with the terms of this provision, the Declarant or the Association shall have the right (but not the obligation) to enter upon such tract after the owner has been notified in writing of the violation and no curative action has been taken within 30 days after such notice, or the curative action has started but has not been pursued diligently, in order to effect compliance with this provision. All expenses incurred by the Declarant or the

Association shall be paid by the owner of the tract and shall constitute a lien upon the tract until paid in full together with interest at the rate of 8% per annum. Declarant may require the use of trash containers during any construction activity on a tract in order to maintain a clean and sightly condition during the construction period.

12. Any satellite reception disk or device, above-ground swimming pool or outdoor clothes lines shall be screened from view by adjoining tracts and the streets by means of landscaping or attractive screening material.

13. No tractor-trailer rigs, dump trucks or buses shall be parked or stored on any tract.

14. No tract may be subdivided by any owner subsequent to the Declarant; provided that Declarant may amend or modify any existing plat and thereby relocate the property lines of any tract which is owned by Declarant.

15. The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, a twenty (20) foot strip along the margin of each road right of way and a ten (10) foot strip along each other property line for the purpose of constructing, installing, maintaining, repairing and operating utility lines, poles, mains and facilities.

16. Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property shall not be obligated to extend these restrictions to such property, but may impose such restrictions as Declarant chooses.

17. These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto until January 1, 2006 and shall continue for successive periods of ten (10) years thereafter unless amended or terminated as provided below. These restrictions may at any time and from time to time be modified or amended by written instrument signed by the owners of at least two-thirds of the tracts subject hereto at the time thereof.

18. Except for a sign identifying Lakeview Landing Subdivision, the only sign permitted on any tract is one sign, no larger that four (4) square feet, bearing the name or names of a property owner or property address within Lakeview Landing Subdivision and which is placed within twenty (20) feet of a driveway entrance; provided, that one small sign, such as are used in the ordinary course of effecting residential sales

transactions, may be placed by realtors or by owners within twenty (20) feet of a driveway to advertise a tract for sale.

19. Except as otherwise specifically provided, the owner of each tract in Lakeview Landing, Section I by acceptance of a deed therefore by virtue of such ownership shall become a member of the Lakeview Landing Property Owners Association, Inc. (the "Association") upon its formation and each owner of a tract is deemed to covenant and agree to, and shall pay to the Association, an annual assessment to pay for the cost of maintaining and repairing the Common Areas, as hereinafter defined, within the Lakeview Landing Subdivision. Each owner of a tract subject to this assessment obligation, including owners of tracts in subsequent sections or phases of Lakeview Landing who are subject to these restrictions by amendment or supplemental filings, shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor.

The assessments and charges created herein shall constitute a continuing lien upon each tract and, if not paid within thirty (30) days after the due date thereof, shall bear interest at the rate of ten percent (10%) per annum until paid. The lien may be enforced as by law allowed. The lien created herein is specifically subordinated to the lien of any valid first mortgage upon any tract in the subdivision. Use of the Common Areas is subject to the Rules and Regulations attached hereto as Exhibit B. The property owners shall have the right to promulgate additional rules and regulations concerning the use of the Common Areas. Each person acquiring title to a tract binds himself, his heirs, and assigns to be members of the Association should it be formed pursuant to these restrictions and conditions, and further binds and obligates himself, his heirs, and assigns to pay the assessment to the Association once it has been levied by the Association. The obligations imposed by this paragraph shall exist whether or not the Association has been formed as of the date these restrictions are recorded or as of the date any tract is sold, if at any time that these restrictions are in effect the Association is formed as a non-profit corporation, the principal purpose of which is to maintain the Common Areas.

The "Common Area" as used in these restrictions shall include (a) the lake and its appurtenant facilities, such as the dam and spillway, (b) one or more signs identifying Lakeview Landing, (c) any landscaping associated with any Common Area and (d) any other land, improvement, facility or amenity which Declarant may construct on property subject to these restrictions and designated by Declarant as Common Area.

20. Declarant or ten (10) or more of the individual property owners (one of which may be Declarant) subject to these restrictions and conditions may form the Association at any time after Declarant has sold and conveyed 75% or more of the tracts

to which these restrictions apply. The Association, once formed, shall have the right to enforce the restrictions and conditions contained in this Declaration and the assessment provided in paragraph 19 above. The Association shall be organized under the laws of the State of South Carolina, and each property owner shall automatically become a member of the Association once it is formed, with full voting rights. The owner of each tract shall be entitled to cast one vote (which may not be fractionalized) with respect to any matter brought before the members of the Association for action. Owners of more than one tract shall be entitled to cast one vote for each tract owned. The officers and directors of the Association shall be property owners (or employees of a corporate property owner) and all fees set by the Association for maintenance shall be set by the directors of the Association. The initial directors shall be elected by the members at the first meeting or appointed by Declarant.

21. If any person shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations.

22. Zoning ordinances, restrictions and regulations of Lancaster County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provisions of these restrictions and such ordinances, restrictions or regulations, the more covenants by judgment or other order of any court shall in no way affect any of the other provisions, and such other provisions and covenants shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed this 21 day of August, 1995.

ATTEST

HOMESTEAD LAND & TIMBER COMPANY

Thomas F. Smith
Asst. Secretary

By: Chuck Wilson
E.V. President

M. J. Lucey

STATE OF NORTH CAROLINA

Mecklenburg COUNTY

I, Gina H. Butler, a Notary Public of the County and State aforesaid, certify that Thomas F. Smith, personally came before me this day and acknowledged that he is Asst. Secretary of HOMESTEAD LAND & TIMBER COMPANY, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its E.V. President, sealed with its corporate seal and attested by him as its Asst. Secretary.

WITNESS my hand and official stamp or seal, this 21st day of August, 1995.

Gina H. Butler
Notary Public

My commission expires: 9-9-98

(NOTARIAL SEAL)

EXHIBIT B
RULES AND REGULATIONS
REGARDING USE OF COMMON AREAS

BOOK F-13 PAGE 28

1. Each owner of a tract abutting the lake shall take such precautionary and preventive measures as may be necessary to insure that no erosion or sedimentation into the lake occurs as a consequence of any construction or other land disturbing activities conducted on such tract.

2. No crafts powered by gasoline, steam, diesel fuel or electric motor shall be permitted on the lake. Only water craft powered by wind, hand or foot pedal shall be permitted on the lake. No tract shall be used to provide access to the lake for any gasoline, steam, diesel or electric powered craft.

3. All property owners shall also have an easement to exercise the full rights to use the Common Areas, except as otherwise limited herein or by other rules and regulations validly adopted.

4. No property owner shall permit or allow any activity on the lake or other Common Area which would constitute a nuisance, or which would interfere with the peaceful enjoyment by the property owners abutting the lake or other Common Area.

5. The Declarant does not guarantee any particular water level of the lake, and all owners specifically acknowledge that no water level has been guaranteed to them by the Declarant.

FILED
OFFICE

FIRST SUPPLEMENTAL DECLARATION

MAY 6 8 42 AM '96

OF AMENDED AND RESTATED

CLERK OF COURT
LANCASTER COUNTY, S.C.

COVENANTS AND RESTRICTIONS

FOR LAKEVIEW LANDING, SECTION 1

THIS FIRST SUPPLEMENTAL DECLARATION is made this 6th day of April, 1996
by HOMESTEAD LAND & TIMBER COMPANY, herein called "Declarant", MAY

WITNESSETH

WHEREAS, Declarant has filed an Amended and Restated Declaration of Covenants and Restrictions for LAKEVIEW LANDING, SECTION 1 (the "Restrictions") dated August 21, 1995, recorded August 21, 1995 in Book I-13 at Page 21, Lancaster County Clerk of Court's Office;

WHEREAS, Declarant had intended to extend the application of said Restrictions to additional tracts and common areas as sections of the LAKEVIEW LANDING Subdivision were developed and ready for sale and to that end Declarant reserved the right to subject additional tracts and common areas to the terms of the Restrictions.

WHEREAS, Declarant now wishes to extend the application of the Restrictions to the tracts and common areas contained in the portion of LAKEVIEW LANDING Subdivision as shown on a map thereof filed in Map Book ___ at Page ___ Lancaster County Public Registry (the "Additional Property").

Plat # 16554

NOW THEREFORE, Declarant hereby declares that all of the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters set forth in the Restrictions, which are incorporated herein by this reference.

This First Supplemental Declaration shall be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, and which shall inure to the benefit of each owner thereof. Every party acquiring any Tract or portion thereof or Common Area in the Additional Property, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such Tract or Common Area, shall accept such deed or contract subject to each and all of the covenants, restrictions and agreements contained within the Restrictions and this First Supplemental Declaration and also

subject to the jurisdiction, rights and powers of the Declarant, the Property Owner's Association, Inc. (the "Association") and their successors and assigns. Each grantee of any Tract or Common Area by accepting the deed or contract thereto, shall for himself, his heirs, administrators, successors and assigns, covenant, consent and agree to and with the Declarant, the Association and the grantees and owners of each of the Tracts and Common Areas within the subdivision to keep, observe, comply with and perform said Restrictions and agreements and this First Supplemental Declaration.

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

HOMESTEAD LAND & TIMBER COMPANY

Dwight McCain

Witness

By:

Chuck Dixon, E.V.P.

Gina H. Butler

Witness

STATE OF NORTH CAROLINA

MECKLENBURG COUNTY

PERSONALLY appeared before me the undersigned witness and made oath that he saw the within named Chuck Dixon, ~~Exec~~ Vice president of Homestead Land & Timber Company, sign, seal and, as the act and deed of the corporation, deliver the within written document for the uses and purposes therein mentioned, and that he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 24
day of April, 1996.

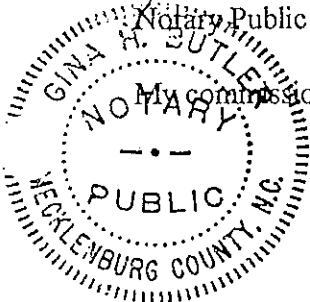
Dwight McCain
Witness

Gina H. Butler

Notary Public

My commission expires:

9-9-98



6243

FILED
OFFICE OF
OF

BOOK 9-14 PAGE 170

INST. # _____

AUG 27 10 37 AM '96

FIRST AMENDMENT TO
AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS
FOR LAKEVIEW LANDING, SECTION 1

2

THIS FIRST AMENDMENT is made this 19 day of August, 1996
by HOMESTEAD LAND & TIMBER COMPANY, herein called "Declarant",

WITNESSETH

WHEREAS, Declarant has filed an Amended and Restated
Declaration of Covenants and Restrictions for LAKEVIEW LANDING,
SECTION 1 dated August 21, 1995, recorded August 21, 1995 in Book
I-13 at Page 21, Lancaster County Clerk of Court's Office and a
First Supplemental Declaration dated May 6, 1996 and recorded in
Book X-12 at Page 314 Lancaster County Clerk of Court's Office
(the "Restrictions");

WHEREAS, Declarant now wishes to amend the Restrictions to
provide for the maintenance of the private access easements
serving some of the Tracts.

NOW THEREFORE, Declarant hereby amends the Restrictions by
adding one new paragraph, 23 to read in its entirety as follows:

"23. Each Owner of a Tract who uses a private access
easement, as designated on the plat maps of Lakeview
Landing, as a means of access to his Tract shall be
responsible for the maintenance of such private access
easement and each such Owner shall pay his pro rata
share of the ordinary and necessary costs and expenses
of maintaining such private access easement."

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

HOMESTEAD LAND & TIMBER COMPANY

By: *Chuck Dixon*

Penny S. Raynor
Witness

Rosaly B. Graham
Witness

STATE OF *North Carolina*

Mecklenburg COUNTY

PERSONALLY appeared before me the undersigned witness and made oath that she saw the within named *Chuck Dixon* and *Rosaly Graham* sign, seal and, as their act and deed, deliver the within written document for the uses and purposes therein mentioned, and that she, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this *19th*
day of *August*, 1996.

Penny S. Raynor
Witness

Drewa D. McCord
Notary Public

My commission expires: *3-17-99*

7843

Oct 14 1996

8-14-1996

Prepared and Mail to:

✓ HOMESTEAD LAND & TIMBER COMPANY
6831 Fairview Road, Suite D
Charlotte, North Carolina 28210

LAKEVIEW LANDING

3

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

SECOND SUPPLEMENTAL DECLARATION
OF AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS
FOR LAKEVIEW LANDING, SECTION 1

THIS SECOND SUPPLEMENTAL DECLARATION is made this 21 day of October, 1996 by HOMESTEAD LAND & TIMBER COMPANY, herein called "Declarant",

WITNESSETH

WHEREAS, Declarant has filed a First Supplemental Declaration of Amended and Restated Declaration of Covenants and Restrictions for LAKEVIEW LANDING, SECTION 1 (the "Restrictions") dated May 6, 1996, recorded May 6, 1996 in Book X-13 at Page 314, Lancaster County Clerk of Court's Office;

WHEREAS, Declarant had intended to extend the application of said Restrictions to additional tracts and common areas as sections of the LAKEVIEW LANDING Subdivision were developed and ready for sale and to that end Declarant reserved the right to subject additional tracts and common areas to the terms of the Restrictions.

WHEREAS, Declarant now wishes to extend the application of the Restrictions to the tracts and common areas contained in the portion of LAKEVIEW LANDING Subdivision as shown on a map thereof filed in Plat Number 96-226 Lancaster County Public Registry (the "Additional Property").

NOW THEREFORE, Declarant hereby declares that all of the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters set forth in the Restrictions, which are incorporated herein by this reference.

Clerk's Note: Deed BK G-13 - pg 92

This Second Supplemental Declaration shall be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, and which shall inure to the benefit of each owner thereof. Every party acquiring any Tract or portion thereof or Common Area in the Additional Property, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such Tract or Common Area, shall accept such deed or contract subject to each and all of the covenants, restrictions and agreements contained within the Restrictions and this First Supplemental Declaration and also subject to the jurisdiction, rights and powers of the Declarant, the Property Owner's Association, Inc. (the "Association") and their successors and assigns. Each grantee of any Tract or Common Area by accepting the deed or contract thereto, shall for himself, his heirs, administrators, successors and assigns, covenant, consent and agree to and with the Declarant, the Association and the grantees and owners of each of the Tracts and Common Areas within the subdivision to keep, observe, comply with and perform said Restrictions and agreements and this Second Supplemental Declaration.

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

HOMESTEAD LAND & TIMBER COMPANY

Drewa S. McCain
Witness

By:

Charles E. V.P.

Thomas F. Smith
Witness

STATE OF NORTH CAROLINA

MECKLENBURG COUNTY

PERSONALLY appeared before me the undersigned witness and made oath the he saw the within named Chuck Dutton, Exe Vice President of Homestead Land & Timber Company, sign, seal and, as the act and deed of the corporation, deliver the within written document for the uses and purposes therein mentioned, and that he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 21st
day of October, 1996.

Jurea B. McCain
Witness

Perry S. Raymon
Notary Public

My commission expires: 7-19-99

1995

Return recorded original to:

HOMESTEAD LAND & TIMBER COMPANY
6831 Fairview Road, Suite D
Charlotte, N. C. 28210

FILED W-14 71
OFFICE OF CLERK
OF COURT

MAR 24 4 42 PM '97

CLERK OF COURT
LANCASTER COUNTY, S.C.

STATE OF SOUTH CAROLINA

LANCASTER COUNTY

SECOND AMENDMENT TO
AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS FOR
LAKEVIEW LANDING, SECTION 1

THIS SECOND AMENDMENT is made this 20th day of March, 1997 by
HOMESTEAD LAND & TIMBER COMPANY, herein called "Declarant",

WITNESSETH

WHEREAS, Declarant has filed an Amended and Restated Declaration of Covenants and Restrictions for LAKEVIEW LANDING, SECTION 1 dated August 21, 1995, recorded August 21, 1995 in Book I-13 at Page 21, Lancaster County Clerk of Court's Office, a First Amendment to Amended and Restated Covenants and Restrictions dated August 19, 1996 and recorded in Book F-14 at page 170 Lancaster County Clerk of Court's Office (collectively the "Restrictions");

WHEREAS, Declarant now wishes to further amend the Restrictions to provide for the use and maintenance of the private access easement crossing Tract 43 and serving Tracts 42, 43 and 44 and to set a minimum building setback line from the pond.

NOW THEREFORE, Declarant hereby amends the Restrictions as follows:

1. Paragraph 3 is hereby amended in its entirety to read as follows:

"3. No building shall be constructed nearer than ten (10) feet to any side property line nor any nearer than thirty (30) feet to the front property line nor any nearer than twenty-five (25) feet to the rear property line nor any nearer than twenty-five (25) feet to the pond."

2. A new paragraph 24 is hereby added to read in its entirety as follows:

"The owners of Tracts 42, 43 and 44 are granted the exclusive right to use the 25 foot access easement which runs along the eastern property lines of Tracts 41 and 43 and the northern property line of tract 43 from the right of way of Brook Bluff to the eastern line of tract 42, as shown on the plat of Lakeview Landing Phase 1 filed in Map Book #15788. The owners of tracts 42 and 43, and the owners of tract 44 should such owners elect to use said access easement, shall keep such access easement in good condition and

repair, similar to its condition after it was constructed by Declarant and shall share equally the costs and expenses necessary to maintain such easement. A meeting of such owners shall be held once a year, or more frequently at the request of any owner, to discuss the maintenance and repair work and to select a contractor to perform the work. No improvements shall be made to or within such easement, other than ordinary maintenance and repair, except upon the consent of all owners who have been granted the right to use such easement. The access easement shall be used for a means of ingress and egress, and for the installation of utility lines, to and from the tracts benefitted by such easements and for no other purpose. The easements shall not be obstructed at any time, including temporary obstruction by a parked vehicle."

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

HOMESTEAD LAND & TIMBER COMPANY

Drewa McCann
Witness

By: Chuck Dixon
Chuck Dixon
Executive Vice President

Perry S. Raynor
Witness

STATE OF NORTH CAROLINA

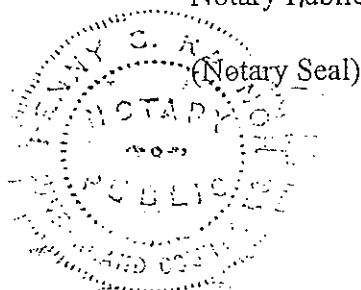
MECKLENBURG COUNTY

PERSONALLY appeared before me the undersigned witness and made oath that She saw the within named Chuck Dixon, Executive Vice President of Homestead Land & Timber Company, sign, seal and, as the act and deed of the corporation, deliver the within written document for the uses and purposes therein mentioned, and that She, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 20th
day of March, 1997.

Perry S. Raynor
Notary Public

Drewa McCann
Witness



225

FILED
OFFICE OF CLERK
OF COURT

Prepared and Mail to:

APR 4 9 52 AM '97

HOMESTEAD LAND & TIMBER COMPANY
6831 Fairview Road, Suite D
Charlotte, North Carolina 28210

CLERK OF COURT
LANCASTER COUNTY, S.C.

X-14 89

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

5

THIRD SUPPLEMENTAL DECLARATION
OF AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS
FOR LAKEVIEW LANDING

THIS THIRD SUPPLEMENTAL DECLARATION is made this 20th day of March, 1997 by HOMESTEAD LAND & TIMBER COMPANY, herein called "Declarant",

W I T N E S S E T H

WHEREAS, Declarant has filed an Amended and Restated Declaration of Covenants and Restrictions for Lakeview Landing, Section 1 dated August 21, 1995, recorded August 21, 1995 in Book I-13, Page 21, Lancaster County Clerk of Courts Office, the "Restrictions", which apply to tracts in Lakeview Landing, Section 1 as shown in Plat Map 15788; a First Amendment to Amended and Restated Covenants and Restrictions for Lakeview Landing dated August 19, 1996, recorded August 27, 1996, in Book F-14, Page 170, Lancaster County Clerk of Courts Office (collectively the "Restrictions"); a First Supplemental Declaration of Amended and Restated Covenants and Restrictions for Lakeview Landing, Section 1 dated May 6, 1996 and recorded May 6, 1996, which apply to tracts in Lakeview Landing, Section 1 as shown on Plat Map 16554; and a Second Supplemental Declaration of Amended and Restated Covenants and Restrictions for Lakeview Landing, Section 1 dated October 21, 1996, recorded October 28, 1996 in Book J-14, Page 190, Lancaster County Clerk of Courts Office, which apply to tracts in Lakeview Landing, Section 1 as shown in Plat Map 96-226;

WHEREAS, Declarant had intended to extend the application of said Restrictions to additional tracts and common areas as sections of the Lakeview Landing Subdivision were developed and ready for sale and to that end Declarant reserved the right to subject additional tracts and common areas to the terms of the Restrictions.

WHEREAS, Declarant now wishes to extend the application of the Restrictions to the tracts and common areas contained in Section 2 of Lakeview Landing Subdivision as shown on a map thereof filed in Map Book 97, Page 251, Lancaster County Clerk of Court's Office (the "Section 2 Property" or "Section 2"), and make certain amendments to the Restrictions applicable to the tracts in Section 2.

NOW THEREFORE, Declarant hereby declares that all of the Section 2 Property is and shall be held, transformed, sold, conveyed, occupied and used subject to the restrictions and matters set forth in the Restrictions, which are incorporated herein by this reference, except as specifically modified herein as to the Section 2 Property:

1. Paragraph 7 of the Restrictions is amended as follows:

"No animals or livestock of any description, except the usual household pets, are permitted on any tract. With respect to Tracts 15, 16, 17, 18, 19 and 20 one (1) horse per 1-1/2 acres of land will be permitted."

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

HOMESTEAD LAND & TIMBER COMPANY

Doreen McCarin
Witness

By: Chuck Dixon
CHUCK DIXON
Executive Vice President

Perry S. Raynor
Witness

STATE OF NORTH CAROLINA

MECKLENBURG COUNTY

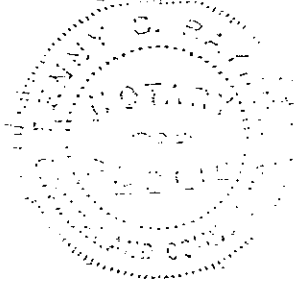
PERSONALLY appeared before me the undersigned witness and made oath the She saw the within named Chuck Olson, E.V. President of Homestead Land & Timber Company, sign, seal and, as the act and deed of the corporation, deliver the within written document for the uses and purposes therein mentioned, and that She, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 20th
day of March, 1997.

Doreen McCain
Witness

Perry S. Rayner
Notary Public

My commission expires: 7-19-99



3020

FILED 214
OFFICE OF CLERK
OF COURTS
May 2 11 03 AM '97
CLERK OF COURT
LANCASTER COUNTY, S.C.

254

Prepared by and Mail to:

HOMESTEAD LAND & TIMBER COMPANY
6831 Fairview Road, Suite D
Charlotte, North Carolina 28210

6

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

FOURTH SUPPLEMENTAL DECLARATION
OF AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS
FOR LAKEVIEW LANDING, SECTION 1

THIS FOURTH SUPPLEMENTAL DECLARATION is made this 21st day of April,
1997 by Chris Barton, herein called (the "Declarant"),

WITNESSETH

WHEREAS, Declarant is the owner of Tract 57 Lakeview Landing Subdivision, as shown
on a map thereof recorded in Plat Book 97 at Page 41 Lancaster County Public Registry (the
"Registry").

WHEREAS, a portion of Tract 57 is not subject to the Amended and Restated
Declaration of Covenants and Restrictions (the "Declaration") recorded in Book I - 13 at Page 21
of the Registry and Declarant desires that all of Tract 57 be made subject the Declaration.

NOW THEREFORE; Declarant hereby declares that all of Tract 57 as shown in Plat
Book 97 at Page 41 of the Registry is and shall be held, transferred, sold, conveyed, occupied
and used subject to the restrictions and matters set forth in the Declaration.

13-14

255

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

"DECLARANT"

M. L. Penning
Witness

By: Chris Barton
CHRIS BARTON

Penny S. Raynor
Witness

STATE OF North CAROLINA

Mecklenburg COUNTY

PERSONALLY appeared before me the undersigned witness and made oath that ___he saw the within named CHRIS BARTON, sign, seal and, as the act and deed deliver the within written document for the uses and purposes therein mentioned, and that ___he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 27th
day of April, 1997.

M. L. Penning
Witness

Penny S. Raynor
Notary Public Penny S. Raynor

My commission expires: 7-19-99

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

FIRST SUPPLEMENTAL AMENDMENT
AND RESTATEMENT TO
BYLAWS
OF LAKEVIEW LANDING
PROPERTY OWNERS ASSOCIATION, INC.

THIS FIRST SUPPLEMENTAL ADMENDMENT is made this 5th day of May, 1998 by LAKEVIEW LANDING PROPERTY OWNERS ASSOCIATION, INC. , herein called "Association", and by HOMESTEAD LAND & TIMBER COMPANY, herein called "Declarant".

WITNESSETH

WHEREAS, Association has filed an Amendment and Restatement of the Bylaws of Lakeview Landing Property Owners Association, Inc. Article VIII, Section 1, (the "Bylaws") dated October 20, 1997.

WHEREAS, Association now wishes to amend the Bylaws, paragraph 1, to,

Section 1. The business and affairs of this Association shall be managed by a Board of Directors consisting of five (5) directors. Each director shall hold office for the term he is elected, or until his death, resignation, retirement, removal, disqualification or until his successor is elected and qualified. The term of office for a director shall be for a period of two (2) years. Nothing herein contained shall be construed to prevent the election of a director to succeed himself.

In order to accomplish staggered elections, commencing the annual meeting of February 24, 1999, two (2) directors shall be elected to hold two-year terms, and three (3) directors shall be elected to hold one-year terms. The two-year terms for the three directorships shall commence at the annual meeting in February 2000. The size of the Board of Directors may be increased or decreased from time to time upon the affirmative vote of three-fourths (3/4) of all members.

WHEREAS, Declarant (if it owns one or more tracts) per Article XVI, has given written approval for Amendments to Bylaws by acceptance and signature contained herein and on the Member Minutes of April 30, 1998.

IN WITNESS WHEREOF, Association has caused this instrument to be duly executed the day and year first above appearing.

LAKEVIEW LANDING PROPERTY
OWNERS ASSOCIATION, INC.

Jennifer Ugahart
Witness
Deborah Henderson
Witness

By: [Signature]

STATE OF South Carolina
COUNTY OF Cherokee

PERSONALLY appeared before me the undersigned witness and made oath that she/he saw the within named Tambi Doby, President, of Lakeview Landing Property Owners Association, Inc., sign, seal and, as the act and deed of the corporation, deliver the within written document for the uses and purposes therein mentioned, and that she/he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 5th day
of May, 1998.

Jennifer Ugahart
Witness

Homer L. Rhodes Jr.
Notary Public

My commission expires: 4-1-2001

(Seal)

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

SECOND SUPPLEMENTAL AMENDMENT
AND RESTATEMENT TO
BYLAWS
OF LAKEVIEW LANDING
PROPERTY OWNERS ASSOCIATION, INC.

THIS SECOND SUPPLEMENTAL ADMENDMENT is made this 22nd day of February, 2001, by LAKEVIEW LANDING PROPERTY OWNERS ASSOCIATION, INC., herein called "Association".

WITNESSETH

WHEREAS, Association has filed an Amendment and Restatement of the Bylaws of Lakeview Landing Property Owners Association, Inc. Article IV, Section 1, (the "Bylaws") dated October 20, 1997.

WHEREAS, Association now wishes to amend the Bylaws, paragraph 1, to,

Section 1. The first annual meeting of the members shall be held at the election of Declarant, at such place and time as the Board of Directors shall provide in its notice to members, and each subsequent annual meeting of the members shall be held one month prior to the fiscal year each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

WHEREAS, Association has filed an Amendment and Restatement of the Bylaws of Lakeview Landing Property Owners Association, Inc. Article IV, Section 3, (the "Bylaws") dated October 20, 1997.

WHEREAS, Association now wishes to amend the Bylaws, paragraph 1, to,

Section 3. Written notice of meetings stating the time and place of the meeting and in case of a special meeting, the purpose or purposes for which the meeting is called, as well as a proposed budget and treasurers report, shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary or the person authorized to call the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U. S. mails addressed to the members at his address as it appears on the records of the Association with the postage thereon prepaid.

WHEREAS, Association has filed an Amendment and Restatement of the Bylaws of Lakeview Landing Property Owners Association, Inc. Article VII, (the "Bylaws") dated October 20, 1997.

WHEREAS, Association now wishes to amend the Bylaws to add Article VII, Section 6, paragraph 1, to state,

Section 6. There is to be no increase in the amount of the annual assessments unless a signed treasurers report and a reason for such proposed increase is issued to all associate members at least 30 days prior to the annual association meeting by mail, and shall be voted on and approved by written ballot.

IN WITNESS WHEREOF, Association has caused this instrument to be duly executed the day and year first above appearing.

LAKEVIEW LANDING PROPERTY
OWNERS ASSOCIATION, INC.

Donna Sanders
Witness

Heather Jew Inman
Witness

By:

Tambri L. Doby

STATE OF South Carolina
COUNTY OF Lancaster

PERSONALLY appeared before me the undersigned witness and made oath that she/he saw the within named Tambri L. Doby, Pres. President, of Lakeview Landing Property Owners Association, Inc., sign, seal and, as the act and deed of the corporation, deliver the within written document for the uses and purposes therein mentioned, and that she/he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 23rd day
of Feb. 23rd, 2001.

Heather Jew Inman
Witness

Homer L. Rhodes Jr.
Notary Public

My commission expires: 4-1-2001

(Seal)

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

0001288 Bk: 00234 Pg: 00119
Amendment to Restrictions (All Phases)

LAKEVIEW LANDING SUBDIVISION

TRUE CERTIFIED COPY
FILED, RECORDED, INDEXED
04/27/2004 09:59AM
Rec Fee: 43.00 St Fees: 0.00
Co Fee: 0.00 Pages: 37
Register of Deeds
LANCASTER COUNTY, SC

KNOW ALL PERSONS BY THESE PRESENTS that the Declaration of Covenants and Restrictions for Lakeview Landing Subdivision, Section 1, recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, in Deed Book G-13, at Page 92, Amendment recorded in Deed Book I-13, at Page 21, and subsequently amended to add all phases of Lakeview Landing to said restrictions, are hereby amended by addition of the following:

Enforcement. Enforcement of the covenants may be by proceedings at law or in equity, or both, against any person or persons violating or threatening to violate any covenant, either to restrain or abate violations, recover damages, prevent future violations, or any combination thereof. Enforcement proceedings may be by any lot owner, or by the Homeowner's Association.

Attorney Fees -- Collection of Assessments and Charges. In the event the payment of any yearly assessment fee should become past-due and owing for more than Sixty (60) days, and the Homeowner's Association retains an attorney to assist in the collection of such debt, a reasonable attorney's fee may be added to the amount due and owing to the Homeowners Association.

Attorney Fees -- Other Enforcement Matters. In the event the Homeowner's Association retains an attorney to assist in the enforcement of any restriction or covenant, if the Association prevails the other party shall pay the Association's reasonable attorney fees equal to 15% of the amount in controversy, or \$1,500.00 if the amount in controversy be uncertain or indefinite, as when purely equitable rights and obligations are adjudicated.

The said Covenants and Restrictions are hereby republished and affirmed, as amended.

IN WITNESS HEREOF, being the owners of at least two-thirds of the tracts subject to said Covenants and Restrictions, we hereunto set hands and seals on the dates set forth below.