

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)
**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR LANCASHIRE
SUBDIVISION**

THIS DECLARATION made this 31st day of July, 2000, by JWT Properties, a South Carolina General Partnership (hereinafter referred to as "Owner/Developer") of Lancashire Subdivision, as more specifically described below; and

WHEREAS, the Owner/Developer imposes these restrictions on the lots in said subdivision, and does desire to create a residential community in accordance with a uniform plat of development to preserve and maintain property values, to maintain the natural beauty of the Real Property, to guard against construction thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain a harmonious architectural scheme and to create a liveable environment, for the benefit of future purchasers of the Real Property; and

WHEREAS, the Owner/Developer also deems it desirable in order to accomplish the said purposes to create an Architectural Committee to which shall be delegated the powers of administration of some of the aforesaid functions; and

NOW, THEREFORE, for and in consideration of the aforesaid considerations, and in further consideration of the mutual covenants, conditions, reservations, servitudes, and easements herein created for the benefit of the Owner/Developer, its successors and assigns, and future owners of Real Property, the Owner/Developer does hereby declare, create and impose upon the Real Property the following covenants, restrictions, easements, reservations and servitudes, which are hereby declared covenants running with the land, according to the terms hereof, as follows.

**ARTICLE I
REAL PROPERTY SUBJECT TO THIS DECLARATION**

1.1 Existing Property. The Real Property which shall be held, transferred, sold, conveyed and occupied subject to these Covenants is Tracts 1, 2, 3, 4-A, 4-B, 5, 6-A, 6-B, 7 and 9 as shown on plat of Lancashire by John F. Tinsley, Professional Land Surveyor No. 16824, dated July 25, 2000 and recorded in Plat Slide 1153 at Page 344 in the Register of Deeds Office for Anderson County, South Carolina.

1.2 Additions to Existing Property. Additional Real Property, including exiting subdivisions, may become subject to these Covenants without the approval of any purchaser or transferee of the Owner/Developer by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall automatically extend the scheme of the Covenants and Restrictions of this Declaration of such property. Such Supplementary Declaration may contain such additions and modifications of these Covenants as

000025264 08/09/2000 B03841 P00155

may be necessary to reflect the different character of added properties, but in no event shall such supplementary declaration revoke, modify, or add to the covenants established by this Declaration within the existing property as hereinabove described in Paragraph 1.1, without the approval of all property owners, except as hereinafter provided in Articles III, IV and V.

1.3 Conflict with Zoning Statutes. In the event of any conflict of the provisions hereof with any zoning ordinances or statutes, or subdivision law or regulation, in effect on the date of recording of these Covenants, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

ARTICLE II USES PERMITTED AND PROHIBITED IN RESIDENTIAL AREA

The uses permitted and prohibited and the terms, conditions and limitations hereinafter set forth in this Article II, Paragraphs 2.1 through 2.3, shall apply to all numbered lots in the subdivision, except where specifically provided to the contrary hereinafter.

2.1 Use for Single Family Residences; Exception: Exterior. All lots shall be used exclusively for a single family residence and for residential or domestic purposes connected therewith not specifically prohibited by the terms of these Covenants, except that a guest house or in-law suite is allowed but it shall be attached to the main residence by a breeze-way or in a proper manner consistent with these Covenants and the layout and esthetics of each such lot. Any such addition shall be approved by the Architectural Committee. The exterior of any residence can include vinyl siding. Use of any materials other than brick or vinyl siding shall require the approval of the Architectural Committee.

2.2 Business Prohibited. No structure at any time situate on the Real Property shall be used for any manufacturing or repair businesses that require large signs or excessive noise in or out. No part of any structure thereon shall be used for the purposes of renting rooms therein or as a boarding house, motel, hotel, tourist, or motor court or for transient accommodations. No duplex residence, garage apartment, or apartment house shall be erected or permitted to remain on any numbered lot in the subdivision, and no structure at any time thereon shall be converted into a duplex residence, garage, or apartment house.

2.3 Street Obstructions. No fence, wall, hedge, shrub, bush, tree, or other object, natural or artificial, shall be placed or located on any lot if the location of the same will, in the judgment of the Architectural Committee, obstruct the vision of any motorist upon any street or avenue shown on the subdivision plat, or otherwise be deemed not in the best interest of the development scheme of the subdivision by the Architectural Committee.

2.4 Square Footage Minimums and Height Restrictions. No residence or dwelling shall be constructed on any numbered lot shown on the above referred to plat containing less than

2000 square feet of floor space, exclusive of garages, porches, and basements, provided, however, that such residence or dwelling shall be required to have at least a two (2) car garage. The first floor of any one and one-half residence, two-story residence or split-level residence shall contain at least 1100 square feet, exclusive of garages, porches and basements, provided, however, that such residence or dwelling shall be required to have at least a two (2) car garage. The square footage minimum herein refers to heated, finished area. Variances from the strict requirements of the minimum square footage provisions of this paragraph may be made upon the unanimous consent of the Architectural Committee.

2.5 Detached Out-Buildings. No hot house, green house, summer house, cabana, outdoor fireplace, barbecue pit, swimming pool installation or other structure of any kind which is detached from the single family residence or utility area shall be placed or permitted to remain on any lot without the written approval of the Architectural Committee. Any such outbuildings shall be of the same or similar construction as the residence.

2.6 Setback lines. No building shall be erected on any lot nearer to the front lot line than fifty (50') feet, as further shown and designated on the above referred to plat(s). No residence shall be constructed nearer than thirty (30') feet to any side lot line nor thirty (30') feet from the rear lot line. The Architectural Committee hereunder may approve minor deviations from the requirements of this paragraph in the event that strict imposition of the provisions hereof would result in a hardship because of the size or topography of any individual lot, provided that such deviations do not violate any of County of Anderson or other applicable ordinance requirements.

2.7 Garages. Each residence or dwelling constructed on a numbered lot in the Subdivision shall have at least a two (2) car garage (attached or detached). Except where the topography of any lot otherwise dictates as approved by the Architectural Committee, garages shall be located in order that entrances thereto shall not be visible from any street or avenue on which any portion of the lot abuts. In the event dwellings located on corner lots cannot strictly comply with this provision, then, in such event, the Architectural Committee shall be authorized to otherwise approve, in writing, the location of such garages on such corner lots. All such garages constructed on such lots must have installed thereon garage doors approved by the Architectural Committee, which shall remain closed when not in use. No front-entry garages are allowed; all garages must be side or rear facing only.

2.8 Fences, Wall, and Hedges. Except for driveways and walkways, all fences, hedges, walls, or any other type of permanent structure or Utility Areas, or any part of the same, shall be approved by the Architectural Committee. No barbed wire fencing is allowed, and any metal or wood posts for fencing shall be painted and shall remain painted.

2.9 Used Structures. No used building or structures shall be placed or permitted to remain upon the numbered lots of the subdivision without the written approval of the Architectural Committee.

2.10 Signs and Advertising. No sign of any character shall be displayed or placed upon any lot, except "for rent" or "for sale" signs, which signs shall refer only to that particular premises on which displayed, and shall not extend more than four feet above the surface of the ground, and shall be fastened only to a stake in the ground, and shall be fastened only to a stake in the ground. The Architectural Committee may enter upon any lot and summary remove and destroy any signs which do not meet the provisions of this paragraph; provided, however, that the Owner/Developer, or any person or entity designated by the Owner/Developer, may erect or maintain such commercial and display signs on such lots, temporary dwellings, sales offices, model houses or other structures as Owner/Developer may deem advisable for development purposes, so long as the Owner/Developer continues to own lots in the Subdivision.

2.11 Construction Delays. The construction of any residence or structure once commenced must be fully completed within one (1) year unless rendered impossible as a direct result of strikes, fires, national emergencies, or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety (90) consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which may be removed by the Owner/Developer or its successors at the expense of the owner to be paid to the Owner/Developer or its successors on demand.

2.12 Paved Driveways. Prior to completion of construction of any residence on any lot, the owner of such lot shall install at such owner's expense a suitable driveway from the abutting street or avenue of a design, type of material and location approved by the Architectural Committee. All proposed driveways shall be submitted to the Architectural Committee for approval if constructed of a material other than concrete or asphalt. No gravel driveways are permitted; all driveways must be paved.

2.13 Picnic Areas and Trash. No picnic areas nor detached outbuildings shall be erected or permitted to remain on any numbered lot prior to the commencement of construction of a permanent residence thereon. No trash, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of a numbered lot after construction of a permanent residence thereon.

2.14 Tents and Shacks. No shed, shack, trailer, tent, or other temporary or movable building or structure of any nature or kind shall be erected, placed or permitted to remain on the Real Property; provided, however, that nothing contained herein shall prevent the use of a temporary construction shed during the period of actual construction of a dwelling or other building permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the period of such construction.

2.15 Trailers and Vehicles. No trailer, basement, or other portion of an unfinished dwelling, garage, or any outbuilding of any kind, shall at any time be used as a residence, either temporarily or permanently. No disabled or wrecked vehicle, junk cars, mobile home, modular

home or tent shall be placed, erected or permitted to remain on the Real Property nor shall any overnight camping be permitted on any numbered lot. Recreation vehicles such as boats, travel trailers, motor homes, etc. must be unoccupied and hidden from view (either kept in a garage or screened from view). Any large equipment, commercial vehicles or vehicles in repair must be kept in the garage or screened from view.

2.16 Fuel Tanks. Fuel storage tanks shall be buried below the surface of the ground.

2.17 Name and Number Plates. A plate or sign showing the number of the residence and the name of the occupants may be placed on any lot on which a building is located at the option of the property owner in accordance with the size, location, design, and type of materials approved by the Architectural Committee.

2.18 Window Air Conditioning Units. No window air conditioning unit shall be installed on any side of any building which faces a street. No window air conditioning unit shall be located in the front of the house.

2.19 Radio and Television Antennae. Exterior radio or television antennae shall be of a standard type and size, and shall be installed in a professional workmanlike manner. No other exterior electronic or electric equipment or devices of any kind shall be installed or permitted to remain on the exterior of any structure located on the Real Property unless the location, size, and design thereof shall have been approved in writing by the Architectural Committee. Television satellite receivers shall be prohibited if located outside of a residence unless totally concealed by fencing and/or landscaping and unless the location and screening thereof has been specifically approved in writing by the Architectural Committee. Satellite dishes, antennae or other such equipment shall be screened from view, and it shall not interfere with the reception of any other lot owner.

2.20 Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Real Property, nor shall anything be permitted which may become a nuisance, a source of embarrassment, discomfort, or annoyance to the neighborhood. All property shown on the subdivision Plats is hereby declared to be a wildlife sanctuary and any hunting of any wild birds or animals is hereby prohibited.

2.21 Concrete Blocks. No concrete blocks or concrete bricks shall be used in the construction of any building or structure on any lot which may be visible from the exterior after grading has been completed, unless the design thereof has been approved in writing by the Architectural Committee.

2.22 Easements. Easements for the drainage of surface water as shown on the subdivision plats are hereby reserved by the Owner/Developer. Each owner of any property subject to said easements shall keep swales located thereon platted with grass or other ground

covers, free, and obstructed and in a good state of repair and condition, and shall provide access for the installation of such culverts on such owner's property as may be reasonably required for proper drainage.

2.23 Utility Easements. The Owner/Developer hereby reserves and is given a perpetual, alienable and releasable easement for the installation of utilities, (including water, electricity, telephone, gas, cable TV, and sewer lines) over, in and under a ten (10') foot strip parallel to, and tangent with, all side lot lines of any lot lines of any lots, as well as in and to all easements for water, gas, drainage, electricity, and sewage as specifically shown on the recorded Subdivision plats. The Owner/Developer shall have the unrestricted and sole right and power of alienating, conveying, and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the subdivision plats, are and shall remain private easements. The side and rear lot line easements herein reserved and granted, in the event any Lot shall be hereafter resubdivided or replatted, as above provided, shall thereafter apply only to a lot as so resubdivided or replatted instead of applying to the lot as originally platted, except that no resubdivision or replatting shall affect easements specifically shown on the recorded Plat.

2.24 Access. There shall be no access from any numbered lot as shown on the subdivision plats on the perimeter of the property thereon shown, except to and from Lancashire Drive and Mt. View Road, as shown on the Subdivision Plat.

2.25 Rubbish Removal. All builders and the owner of each lot, improved or unimproved, shall keep the same free of tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which Lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health, and in a neat and attractive condition. In the event the owner of any lot fails to comply with the terms of this paragraph, the Owner/Developer shall have the right (but not the obligation) to go upon such Lot and to cut and remove tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable things and objects therefrom, and to do all other things and perform and furnish any labor necessary or desirable in its judgment to maintain the Lot in a neat and attractive condition, all at the expense of the owner of such lot, which expense shall become payable by the owner to the Owner/Developer on demand. The failure of an owner of such a lot to reimburse such costs shall subject such lot to the imposition of a lien thereon for such expense to be entered in the same manner as assessments as hereinafter provided.

2.26 Unloading of Heavy Equipment; Damage to Streets and Curbs. No builder or property owner will unload heavy equipment on any streets, and any builder or property owners damaging any of the streets or curbs in said subdivision will be responsible for the cost of repairing such damage.

2.27 Boundary Pins. No property pins shall be removed by lot owners or builders and if said pins are removed, it shall be the responsibility and expense of said lot owner or

builder to replace same.

2.28 Subdivision of Existing Lots. Lots shall not be resubdivided nor shall lot lines be changed so as to decrease in either width or area any numbered lot as shown on the subdivision plat, unless approved in writing by the Architectural Committee.

2.29 Yards. All yards of any numbered Lot existing between the front of a constructed dwelling on any lot and the paved street shall be planted with a grass and in a manner approved in writing by the Architectural Committee. In the case of corner lots whereupon the dwelling thereon will be required by the Architectural Committee to face the corner of said lot, which location may result in a larger front yard than other lots in the subdivision, the Architectural Committee may, based upon the particular configurations of such corner lots, permit and approve areas smaller than the actual front yards thereof to be planted.

2.30 Soil Erosion. No builder or property owner shall allow disturbed soil to erode and be deposited in or on any streets and/or storm drains of the subdivision. Construction of silt screens shall be required and approved by the Architectural Committee and installed prior to any soil disturbance. Any expense incurred by the Owner/Developer in cleaning up any such erosion deposits from said streets and storm drains in the subdivision shall be recovered from the property owner from whose lot such erosion arose.

2.31 Livestock. One and one half acres per large stock animal (i.e. horses or cows), and two per acre for small breeds (i.e. sheep, llamas). One pot belly pig will be allowed per property owner, but no other pigs are allowed. Foul and burros are prohibited. All animals as referred to in this section must be contained within each owner's lot.

2.32 Pools. In-ground pools are allowed, but any above-ground pool shall be surrounded by a privacy fence or be screened from view.

2.33 Empty Lots. Any empty lot or lot upon which there has been no construction shall be maintained and it shall be bush-hogged at least twice annually.

2.34 Utilities. All utilities shall be located underground.

2.35 Hunting. No hunting is allowed on any of the lots.

2.36 Barns and Sheds. Barns and sheds shall be constructed of material suited to the neighborhood, and shall not contain rusted metal or unpainted block.

2.37 Other. Boundary pins, erosion control and easements are to remain in place.

ARTICLE III APPROVAL OF PLANS AND SPECIFICATIONS

3.1 Architectural Committee. For the purposes of insuring the development of the Real Property as an area with a pleasing aesthetic appearance, no building, structure, fence, wall, utility area, driveway, swimming pool, or other structural improvement, shall be commenced, placed, erected, or allowed to remain on any Lot, nor shall any additions to, or exterior changes in, or alterations thereto be made unless building plans and specifications covering the same, showing the nature, kind, shape, height, size, floor plans, location, materials to be used and orientations on the Real Property, together with such other information as shall be reasonable required by the Architectural Committee, shall have been submitted to and approved in writing by the Architectural Committee hereby established. Additionally, the Architectural Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these Covenants.

Specifically, at least one (1) month prior to the commencement of any construction on any numbered lot in the subdivision, each owner of such lot shall submit to the Architectural Committee, in duplicate, plans and drawings, which shall have been prepared in a one-eighth (1/8 th) scale or larger, and which shall contain at a minimum the following:

- A. Floor plans
- B. Front, rear, and side elevations
- C. The area of heated floor space
- D. Exterior building material to include manufacturer, color, and texture.
- E. Exterior color trim
- F. Roofing material, color, and pitch (which shall be at least 8/12)
- G. Site plans showing foundations of all structures, walks, driveways, fences, and drainage plans.

Homes, fences and barns must all meet the approval of the Architectural Committee, along with any other requirements for approval as set out in this document.

3.2 Committee Members. The Architectural Committee shall initially be composed of John F. Tinsley and Ben Wigington.

3.3 Successors. If the Home Owner's Association desires to appoint additional members of the Architectural Committee, or if it wishes to appoint alternate members, a majority vote of said members of the Home Owner's Association shall be adequate to implement this change. The Home Owner's Association shall also use this same procedure to replace any Architectural Committee members who are no longer able to serve or who resign. Any such elected members of the Architectural Committee shall succeed to all the rights, duties, and powers set out herein. All and any member(s) of the Architectural Committee shall be required to be a property owner. For the purposes of such election, only one (1) vote per lot shall be cast,

regardless of the number of individual owners of any one (1) such lot. Also, for purposes of voting, any joined tracts are deemed to comprise one lot.

3.4 Standards of Disapproval. The Architectural Committee shall have the absolute and exclusive right to refuse to approve and building plan, specification, materials, design, lot grading or landscaping plan of any thing or structure which in the opinion of the Architectural Committee are not suitable or desirable for any reason whatsoever, including purely aesthetic reasons and reasons connected with the future development plans of the Owner/Developer of contiguous lands. In passing upon such matters the Architectural Committee may take into consideration the suitability of proposed materials, the quality of proposed workmanship, harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties.

3.5 Failure to Approve and Disapprove. In the event that the Architectural Committee fails to approve or disapprove any matters within the scope of its authority within thirty (30) days after same have been submitted to it, or in any event, if no suit to enjoin such matter or thing has been commenced prior to completion or the doing of such matter or thing, such prior approval shall not be required and this Covenant shall be deemed to have been fully complied with and no suit or claim shall thereafter be available to the Architectural Committee, to the owner of any Real Property, or the Owner/Developer.

3.6 Application Time. Applications for approval as required herein shall be made to the Architectural Committee or to any member thereof, and the date of receipt of such application shall be the time for the commencement of the running of said thirty (30) days from the date of such submission.

ARTICLE IV HOME OWNER'S ASSOCIATION

There is hereby created a Home Owner's Association ("Association"). Each property owner, upon the purchase of any lot contained herein, shall automatically be deemed a member of the Association. Each lot shall have one (1) vote as to Association activities and duties, however, regardless of the number of owners of said lot. All decisions of said Association shall require a majority vote.

There shall be no annual dues for the Association unless a majority of the members elect to have dues. The Home Owner's Association shall have concurrent authority (along with the Architectural Committee) to handle complaints against lot owners, by majority vote. This includes making demands upon lot owners to cure any problems, including but not limited to, having an animal that gets loud, gets out of its fencing, or is otherwise obnoxious or has a foul odor. The Association shall have the full authority to carry out any needed enforcement provisions, by majority vote.

ARTICLE V
WAIVER OF SETBACKS, LOCATION AND SIZE
OF IMPROVEMENTS ON LOTS

The Architectural Committee hereinabove constituted under the terms of Article III is hereby authorized and fully empowered by unanimous vote of all of its members to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon the Real Property, or in the use, and failure to use, any of the Real Property the subject hereof, any and all minor violations of any of the requirements set forth in these Covenants, if, in the opinion of all the members of said Architectural Committee, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved, and provided that such waivers do not violate any County of Anderson or other applicable ordinances. The waiver, approval or ratification by the Architectural Committee in accordance with the terms of this paragraph shall be binding upon all persons, and the powers of waiver herein conferred upon the Architectural Committee shall be construed liberally so as to affect any matters or things included within the terms and conditions of these Covenants.

ARTICLE VI
AMENDMENTS AND MODIFICATIONS TO COVENANTS

6.1 Reservation. The Owner/Developer reserves and shall have the right to amend this Declaration of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the Covenants and restrictions herein contained.

6.2 Additional Covenants. No property owner, without the prior written approval of the Owner/Developer may impose additional covenants or restrictions on any part of the Real Property shown on the above referred to plats.

ARTICLE VII
TERMS AND ENFORCEABILITY

7.1 Enforcement. If the Owner/Developer or its successors and assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or entity owning any Real Property situated in Lancashire Subdivision, as shown on the subdivision Plats to prosecute any proceedings at law or in equity against the person or persons or entities violating or attempting to violate any of such covenants, either to prevent him or them or it from so doing, or to recover damages and other dues for such violation. Invalidation of any one or more of these covenants by a judgment or Court Order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

7.2 Loan Requirements. If any of these covenants shall be found to be contrary to

000025264 08/09/2000 B03841 P00164

the recommendations or policies of the Federal Housing Administration, the Veterans Administration or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any Lot in said subdivision unacceptable for any such loan, the Owner/Developer shall have the authority to alter, amend or annul any such Covenants as may be necessary to make any of the Real Property herein acceptable and eligible for such loan.

7.3 Terms of Covenants. These Covenants and restrictions, as altered, annulled and amended from time to time as provided for herein, unless released or waived as herein provided, shall be deemed covenants running with the land and shall remain in full force and effect until the first (1st) day of May, 2025, and, thereafter, these Covenants shall be automatically extended for one (1) successive period of twenty-five (25) years unless within six (6) months prior to the first (1st) day of May, 2025, a written agreement executed by a majority of the then owners of the Real Property shown on the subdivision plats shall be recorded in the Register of Deeds Office for Anderson County, South Carolina, in which written agreement any of the Covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the Real Property then subject hereto, in the manner and to the extent provided in such written agreement.

ARTICLE VIII DEFINITIONS

The following words when used in these Covenants or in any Supplemental Declaration shall have the following meanings unless the context in which such terms are used shall clearly indicate to the contrary, to-wit:

8.1 Real Property. "Real Property" shall refer to the numbered lots in such existing land, tenements, real estate, real properties, and future additions thereto, if any, the subject of these Covenants.

8.2 Lot. "Lot" shall mean and refer to any numbered tract of land shown on any recorded subdivision plat which is intended for use and occupancy as a single-family dwelling and as further defined in Paragraph 2.1 above.

8.3 Plat. The term "Plat" shall mean and refer to the recorded plats of Lancashire Subdivision as well as any further subdivision plats of lots in said subdivision.

8.4 Owner/Developer. The term "Owner/Developer" shall mean and refer to the present owner and developer of Lancashire Subdivision, or any successors or assigns thereof in the development of the Real Property.

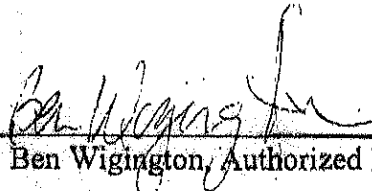
8.5 Covenants. The term "Covenants" shall mean and refer to the within Declaration of Covenants and Restrictions applicable to said subdivision, as now or hereafter amended, modified, and extended to include additional properties.

8.6 Paragraph Headings. All "Paragraph Headings" appearing under each numbered Article or to the right of each numbered paragraph of each Article have been inserted in these Covenants for ease of reference only and are not to be construed as a

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 31st day of July, 2000.

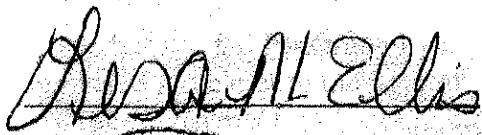
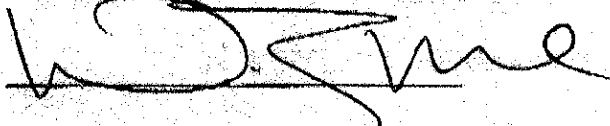
OWNER/DEVELOPER

**JWT PROPERTIES, A SOUTH CAROLINA
GENERAL PARTNERSHIP**


By: Ben Wigington, Authorized Partner

(SEAL)

IN THE PRESENCE OF:

000025264 08/09/2000 11:41:59AM

FILED, RECORDED, INDEXED

EE:03841 Pg:00154 Pages:12

Rec Fee:18.00 St Fee:0.00

Co Fee:0.00

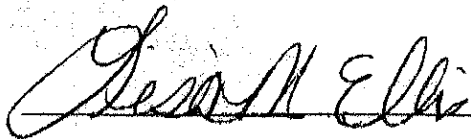
REGISTER OF DEEDS, ANDERSON CO., SC
Shirley McElhannon

STATE OF SOUTH CAROLINA)

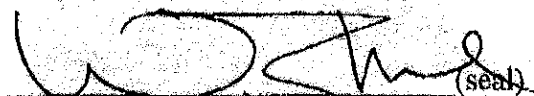
AFFIDAVIT OF PROBATE

COUNTY OF ANDERSON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Developer/Owner sign, seal and as his/her/their/its act and deed deliver the within written document, and that (s)he, with the other witness subscribed above witnessed the execution thereof.



SWORN to before me this 31st
day of July, 2000.

 (seal)

Notary Public for South Carolina
My Commission Expires: 1/11/2009