

ALPHA DIRECTORY OF THE COVENANTS

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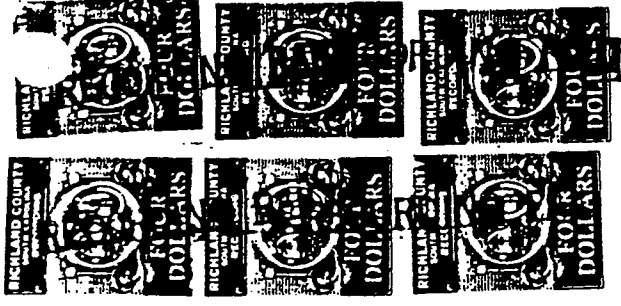
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STATE OF SOUTH CAROLINA)



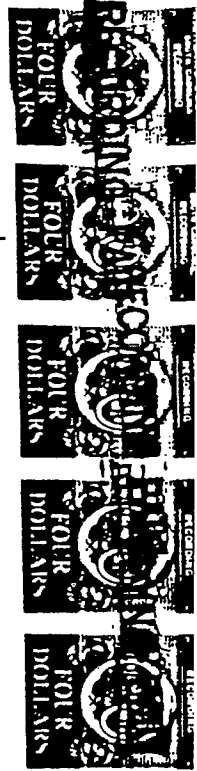
) AMENDMENTS TO
) DECLARATION OF COVENANTS,
) RESTRICTIONS, EASEMENTS, CHARGES
) AND LIENS FOR
) LOST CREEK PATIO HOMES

) A PATIO HOME DEVELOPMENT

) DATED: OCTOBER 10, 1984
) RECORDED: OCTOBER 18, 1984
) BOOK: D 714
) PAGES: 622-671

COUNTY OF RICHLAND)

1985 JUL 22



THIS AMENDED DECLARATION MADE THIS 10th day of July 1985 by LE-JAC REALTY, INC., located in Columbia, South Carolina, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, the original DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR LOST CREEK PATIO HOMES, A PATIO HOME DEVELOPMENT was duly executed and recorded as noted above; and,

WHEREAS after the said recording it was decided to submit The Properties to the Veterans Administration for the purpose of insuring individual loans for Veterans therein; and,

WHEREAS the Veterans Administration required the amendments and modifications contained herein; and,

WHEREAS these amendments and modifications are for the benefit of the Veterans Administration, the present Lot Owners, and all future Lot Owners and not for the benefit of the Developer this AMENDMENT is executed solely by the Developer as a relinquishing of certain rights and controls as contained in the

original DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR LOST CREEK PATIO HOMES, A PATIO HOME DEVELOPMENT and shall not be construed to the detriment of any record Lot Owner as of the date of the recording of this AMENDMENT.

WHEREAS, the Developer is the owner of certain real property located in the County of Richland, State of South Carolina, which is more particularly described as:

All that certain piece, parcel, tract or lot of land containing 5.99 acres, more or less, situate, lying and being near the City of Columbia, Columbia, County of Richland and being specifically shown and designated as Phase One, Lost Creek Patio Homes on a plat prepared by Civil Engineering of Columbia for Le-Jac Realty, Inc. dated October 5, 1984, revised February 25, 1985 and July 9, 1985 and recorded in the Office of the RMC for Richland County in Plat Book 50 at page 4256

except those Lots previously deeded to Lot Owners.

WHEREAS the Developer desires to develop thereon a Patio Home Development together with common lands and improvements for the sole use and benefit of the owners of the patio homes to be located in such complex; and,

WHEREAS the Developer may acquire additional real property which it may desire to develop as additional phases of such Patio Home Development which Developer may incorporate as additional phases of this development and bring same under this Amended Declaration of Covenants, Restrictions, Easements, Charges, and Liens for Lost Creek Patio Homes; and,

WHEREAS, the Developer is desirous of maintaining design criteria, location, plans, construction specifications, and

other controls to assure the integrity of the planned development; and,

WHEREAS, each purchaser of a lot or patio home in Lost Creek Patio Homes will be required to maintain and construct patio homes in accordance with the design criteria herein contained; and,

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in such development and for the maintenance of such common lands and facilities, and to this end, desires to subject the real property above described to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Developer, its successors and assigns, the said property and each owner thereof; and,

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in such community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Patio Home Development, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, the Developer has caused to be incorporated under the laws of the State of South Carolina, as a non-profit corporation, the Lost Creek Patio Homeowner's Association, Inc. for the purpose of exercising the aforesaid functions.

NOWHEREFORE, the Developer hereby declares that all of the real property described above shall be held, sold, conveyed and

occupied subject to the following covenants, restrictions, easements, charges, conditions, and liens, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Association" shall mean and refer to the Lost Creek Patio Homeowner's Association, Inc. its successors and assigns.

Section 2. "The Properties" shall mean and refer to all property, including Lots, Streets and Common Areas, as are subject to this Declaration, and which are described above together with any additional phases that may be developed pursuant hereto.

Section 3. "Common Areas" shall mean and refer to those areas of land shown on any subdivision map of The Properties or by any other means so designated and shall include the Streets. Such areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined and are not dedicated for use by the general public. The Common

Areas to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All those certain pieces, parcels, or lots of land, containing 2.46 acres, more or less, situate, lying and being near the City of Columbia, County of Richland and being specifically shown and designated the streets (Patio Place, Patio Lane and Patio Drive) and all areas not specifically included within the lot lines of Lots 1 through 25, inclusive. All being shown on a plat prepared by Civil Engineering of Columbia for Le-Jac Realty dated October 5, 1984, revised February 25, 1985 and July 9, 1985 and recorded in the Office of the RMC for Richland County in Plat Book 50 at page 4256

Section 4. "Lot" shall mean and refer to any plot of with such improvements as may be erected thereon intended and subdivided for patio home use, as shown on any subdivision map of The Properties, but shall not include the Common Area as herein defined.

Section 5. "Patio Homes" as used herein or otherwise referred to in any other documents pertaining to the sales of property in the subject area shall be synonymous with the term "Lot" and/or "Lots".

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any lot which is part of The Properties, including contract seller, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner"

shall also refer to the heirs, successors and assigns of any Owner.

Section 7. "Developer" shall mean and refer to Le-Jac Realty, Inc., an Ohio Corporation duly domesticated in the State of South Carolina, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 8. "Member" shall mean and refer to all those Owners who are members of the Association, as provided for in Article IV hereof.

Section 9. "Development", "Project" and "Community" shall all refer to the Lost Creek Patio Home Development to be developed and constructed by the Developer.

Section 10. "Plans", "Specifications", "Elevations", "Exterior Designs", and such like terms shall refer to and encompass the Plans, Specifications, Elevations and Designs as well as setbacks, locations, etc. contained hereinafter in the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Lost Creek Patio Homes.

ARTICLE II

USES OF PROPERTY

Section 1. Conformity and Approval of Structures. No structure, fence, sidewalk, wall or other improvement shall be placed or altered on any lot except in accordance with the

provisions of this Declaration of Covenants, Restrictions, Easements, Charges and Liens for Lost Creek Patio Homes.

Section 2. Subdivision of Lot. No lot shall be subdivided except as hereinafter provided and no building or residence, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as hereinafter established except as herein provided.

Section 3. Increased Size of Lots. A lot or lots may be subdivided provided the effect is to increase the size of the adjoining lot or lots. In such cases, the Association may alter the building lines to conform. Should the Owner or Owners of any lot or lots and/or portions of lots which have been combined for a single building site subsequently wish to revert to the original plan of subdivision, or make any other combination which would not be in violation of this restriction, that may be done only if the written consent of the Association is first had and obtained. In such instances, the adjoining lot owners, or other owners in the subdivision do not have the right to pass on or interfere with such lot rearrangements, such rights shall be exclusively that of the Association or any successors or assigns to whom the Association may expressly have transferred such rights, but the purchaser of any other lot in the subdivision does not, by virtue of his status as a purchaser become any such successor assign.

Section 4. Alteration of Building or Setback Lines in the Best Interest of Development. Where because of size, natural terrain, or any other reason in the opinion of the Developer, it

should be to the best interest of the development of this subdivision that the building lines of any lot should be altered or changed, then Developer reserves unto itself, its successors or assigns, and no other, the right to change said lines to meet such conditions. The Developer specifically reserves the right to transfer and assigns this right of approval to the Association hereinafter established.

Section 5. Completion of Improvements. The exterior of all Patio Homes and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergencies or natural calamities. No building under initial construction shall be occupied until construction is completed.

Section 6. Residential Use of Lot. All lots shall be used for residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling constructed in accordance with the Plans and Specifications herein defined in Article III.

Section 7. Maintenance of Lots. It shall be the responsibility of each lot Owner to prevent the development of any unclean, unsightly, or unkept condition of building or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or a nuisance to the neighborhood. No trash, leaves, or rubbish may be burned on any lot or within the development nor shall there be maintained any plants, poultry, animals (other than normal household pets) or device or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owner thereof. Without limiting the foregoing, exterior lighting may not be so installed as to directly illuminate any portion of a neighboring lot or to shine into any window or otherwise enter a dwelling unit located on any adjoining lot. All dogs must be on a leash when in the Common Areas.

Section 9. Exclusion of Above Ground Utilities. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the premises. Provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted within the development. This paragraphs shall not be constructed to limit the placement of a central receiving dish or antenna by the Developer for the purpose of serving the Lots. Overhead utilities shall be

permitted during the construction period and until utility companies can place them underground.

Section 10. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvements thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished by the Developer on request of the Lot Owner, shall be permitted. It shall also be permissible to have a sign, the design and size of which shall be furnished by the Developer, on request of the Lot Owner, advertising a house or lot for sale. No other sign of any kind of design shall be allowed.

Section 11. Prohibition Against Business Activity. No business activity, including but not limited to, a rooming house, boarding house, gift shop, antique shop, professional office or beauty shop or the like or any trade of any kind whatsoever shall be carried on upon a lot or lots. Provided, however, that nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on said lots or the showing of said houses for the purpose of selling houses in the subdivision. Nothing contained herein shall be construed to prevent the Developer from erecting, placing, or maintaining signs, structures, and offices as it may deem necessary for its operation and sales in the subdivision.

Section 12. Mining and Drilling. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any part of the premises, nor shall any oil, natural gas, petroleum, asphalt, or

hydrocarbon products or materials of any kind be produced or extracted from the premises.

Section 13. Garbage Disposal. Garbage disposal containers shall be of type specified by the Association and shall be uniform.

Section 14. Easement for Utilities and Drainage. The Developer reserves unto itself, its successors and assigns, a perpetual, unalienable, and reasonable easement and right of ingress and egress, over, upon, across and under each lot and Common Areas for the erection, maintenance, installation, and use of electrical, telephone, radio and television transmission lines, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, radio, television, gas, sewer, water or other public convenience or utilities, including easement for privately owned television and other communications cable and equipment, and the Developer may further cut drainways for surface water, including the use of buried drain pipe to discharge water from the roofs of the improvements, when such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within

residential areas, on any walkway, or any residential lot designated for use on the applicable plat of the residential subdivision, or to locate same upon an adjacent lot with permission of the Owner of such adjacent lot. Such rights may be exercised by the licensee of the Developer but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility service. No structures, including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the rights of ingress and egress provided for in this paragraph. Provided, however, that such easements and rights shall be restricted to the roads, streets, alleys, and easements as shown and designated on the applicable plat or plats of the Development. Provided, however, that no easement shall be allowed to run under or through any permanent structure on any lot.

Section 15. Temporary Structures. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelter used by the contractors during construction of the main dwelling house, it being clearly understood that the latter temporary shelters may not, at any time, be used for a residence or permitted to remain on the lot after completion of construction.

Section 16. Trailers, etc. No trailer, motor home, tent, barn, camper, tree house or other similar outbuilding or

structure shall be placed on any lot at any time either temporarily or permanently.

Section 17. Additional Structures. Additional permanent structures may be constructed on the lot for storage, workshop, pool house, etc. provided that such structure in all ways conform to all other provisions of these covenants as pertains to architecture, easements, etc. and the intent of a Patio Home. In addition, all plans and specifications must be approved by the Developer, or his assigns, prior to construction beginning.

Section 18. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house or buried underground. Any exterior air conditioning or heating units shall be screened from view from all Common Areas and adjacent lots.

Section 19. Replatting of Lots. No lot shall be subdivided, or its boundary lines changed, except as herein provided, however, the Association hereby expressly reserves to itself, its successors and assigns, the right to replat any one or more lots shown on the plat of said subdivision prior to delivery of the deed therefor in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot for created or recreated.

Section 20. Clotheslines. No clotheslines or drying yards shall be located upon the premises so as to be visible from any Common Area or from any adjoining lots.

Section 21. Water Systems. No individual water supply system shall be permitted upon the premises. Developer shall

provide water by private or public utility to the property line. A connection fee shall be paid by Owner to Developer, or its assigns.

Section 22. Off-Street Parking. Adequate off-street parking shall be provided to the Lot Owner herein for the parking of automobiles or other vehicles used for personal transportation. No travel trailers or mobile homes, campers, or other habitable motor vehicles or any kind, whether self-propelled or not, school buses, trucks (except light-duty trucks used for personal transportation), or commercial vehicles, boats, or boat trailers shall be kept stored or parked overnight, either on any Common Area, specifically including streets, or any lot, except within enclosed approved garages or sheltered from view from neighboring lots or Common Area.

Section 23. Sewer System. No surface toilets are permitted on the premises. Developer shall provide sewer by private or public utility to the property line. A connection fee shall be paid by Owner to Developer, or its assigns.

Section 24. Underbrush, etc. In the event, an Owner of any residential lot permits any underbrush, weeds, etc. to grow upon any lot to a height of two (2) feet (except as part of a landscaping plan approved by Association) and on request fails to have the premises cut within thirty (30) days, agents of the Association, or its assigns, may enter upon said land and remove same at the expense of the Owner, provided, however, that such expenses shall not exceed the annual assessment as hereinafter provided for. This provision shall not be construed as an

obligation on the part of the Association or its assigns to provide garbage or trash removal services.

Section 25. Miscellaneous.

(a) It is agreed that time is of the essence with regard to these restrictions, covenants, limitations, and conditions.

(b) In the event of a violation or breach of any of these restrictions by any Owner, or agent of such Owner, the owners of lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Association, its successors and assigns, shall have the right, wherever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the rights to do so hereafter as to the same breach so as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should Association employ Counsel to enforce any of the foregoing covenants, conditions,

reservations, or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Association's Counsel shall be paid by the Owner of such lot or lots in breach thereof.

(c) The Association herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself.

(d) In the event that any one or more of the foregoing conditions, covenants, reservations or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, aberrant, or nullify any of the covenants, conditions, and restrictions not so declared to be void, but all the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

(e) In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such term shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina, any such provision shall be fully effective for said period of time.

ARTICLE III

CONSTRUCTION IN ACCORDANCE WITH PLANS AND SPECIFICATIONS

Section 1. General. All structures or every type and description shall be constructed, placed or erected within the Development in accordance with the provisions of the Article III together with other applicable provisions of this Declaration of Covenants, Restrictions, Easements, Charges and Liens for Lost Creek Patio Homes, A Patio Home Development.

Section 2. Patio House Defined. A Patio House refers to a single-family dwelling unit consisting of one (1) or more courts partially or completely surrounded by enclosed living areas. Dwelling units constructed on Patio Home sites must be constructed so as to utilize a patio wall completely enclosing the sides and rear portion of the lot as indicted in Section 5. A dwelling unit shall utilize a portion of the patio wall as one of its exterior walls unless an alternative location of the dwelling is approved pursuant to the applicable provisions herein contained.

Section 3. Patio House Concept. The Patio Home emphasizes an indoor-outdoor use relationship and full utilization of the site for living purposes. Its potential attributes include:

- (a) Visual and acoustical privacy;
- (b) Division of public/private areas;
- (c) Environmental sensitivity and response to views, breezes and sun;
- (d) Interior and exterior spacial volumes and sequences.

Section 4. Size of Patio Homes and Lot Coverage.

All Patio Homes shall have a minimum of 1,400 square feet of enclosed dwelling areas as herein defined. The actual ground floor of a one-story house, excluding garage and other outbuildings, must not exceed seventy-five per cent (75%) of the total Lot area.

Section 5. Height of Patio Homes. To maintain the scale of the neighborhood of Patio Homes, height will be restricted to one (1) floor of enclosed living space.

Section 6. Placement of Patio Homes on Patio Lots. Setback restrictions affecting the Patio Lots in Lost Creek Patio Homes, and as shown in Figure 1 attached hereto, are as follows:

(a) Patio walls must be built at least one (1) foot parallel to the zero lot line unless otherwise provided herein;

(b) Minimum side-yard setback is not less than four (4) feet inside and parallel to the property line opposite the zero lot line;

(c) Rear setback must be maintained at least ten (10) feet inside and parallel to the rear lot line;

(d) Front setback must be maintained at least ten (10) feet inside and parallel to the front lot line;

(e) The area included within these setbacks is the buildable area. All enclosed dwelling areas of the Patio House must be contained within the buildable area. Provided, however, that "eaves" or "overhangs" may extend beyond the building area, but not over a lot line, if approved by the Association. The Patio Home is to be designed to its site. In passing of the acceptability of a Patio Home, the Association will consider

plans submitted for Patio Homes on lots on either side of the plan under review.

Section 7. Location of Patio Wall. Three (3) options exist in locating the patio wall on a patio lot (See Figure 2.):

(a) Option A. The patio wall shall be constructed simultaneously with the Patio Home and shall be located so that the exterior of the same shall be located at least One (1) foot inside of and parallel to the designed lot line of the recorded subdivision plant.

There shall be reserved an easement on each lot between the exterior of the patio wall and/or dwelling unit and the parallel lot boundary line for the use and enjoyment of the adjacent lot owner, only as hereinafter provided. Said easement area and the exterior of the patio wall and/or dwelling unit may be used by an adjacent lot owner for the planting and caring of shrubbery and other landscaping, providing the same does not interfere with the structural integrity of the patio wall and/or dwelling unit.

A Four foot Six inch (4'6") easement is reserved along the boundary line of each lot, opposite the boundary line along which the patio wall is to be constructed, for the construction, maintenance, and repair of the patio wall and/or dwelling unit on the adjoining lot. The use of said easement area by an adjoining lot owner shall not exceed a period of Thirty (30) days each year for essential maintenance. Any shrubbery or planting in the Four foot Six inch (4'6") easement that is removed or damaged by the adjoining lot owner during the construction, maintenance and repair of his patio wall and/or dwelling unit, shall be repaired

or replaced at the expense of the said adjoining lot owner causing such damage.

(b) Option B. Should an owner of a patio lot desire to locate his patio home on a portion of a lot other than contiguous to the patio wall, he may apply to the Association for approval of the alternative location. A site plan showing the proposed alternative location shall accompany such application. The Association's approval of the alternative location shall not relieve the owner's responsibility to construct and maintain a privacy wall on the line designated for the patio wall. See Figure 2, Option B., attached hereto.

His unit, however, must not have a view into the adjoining patio lot from any window.

Approval or disapproval of an application for alternative location of a patio home may be based by the Association on purely aesthetic considerations.

(c) Option C. Owners of Two (2) contiguous patio home sites may apply to the Association for approval to construct and maintain a party wall along their common boundary line, provided that:

- (1) Such party wall shall constitute an integral part of each owner's patio home.
- (2) The Association's approval for the construction of a party wall will not relieve an Owner's responsibility to construct a patio wall which is designated to be located One (1) foot from a boundary line other than that over which the party wall is to be con-

structed. See Figure 2, Option C, attached hereto.

Section 8. Character of the Patio Wall. The patio wall must form an integral part of the end wall of the house unless Option B is exercised (See Figure 4 attached hereto.) and should turn to form a courtyard wall. The patio wall should not be merely a "fence" but part of a courtyard enclosure. A long wall that ends abruptly at the setback line will not be allowed. It is visually unsettling and not in the spirit of a patio house which is to enclose outdoor space for use as an extension of living area. See Figure 3 attached hereto. All patio walls will extend across the rear of the lot so as to completely enclose the patio. In cases where Two (2) lots abutt on the rear lot line, then the patio wall may become a party wall and the responsibility for construction and maintenance is equally divided.

Section 9. Height and Material of the Patio Wall. To provide visual and acoustical privacy between homes, height of the patio wall shall be a minimum of Six foot (6') above finished outside floor of deck or terrace, not to exceed Eight foot (8') and of the same material as that portion of the patio wall that is the exterior walls of the house. Where the wall turns, it is permissible to introduce another screening material. Acceptability of such a fence or screen material will be decided upon by the Association to insure that it is consistent with good design principles and overall character of the house. A good solution is one that sensitively combines only Two (2) materials in a solid flowing relationship. Height of front yard patio wall

shall not be less than Four foot (4') but no higher than Six foot (6'). Provided that the Association may adjust the minimum and maximum as it deems necessary.

Section 10. Temporary Privacy Wall. If a neighboring patio lot is vacant and if privacy is desired, a temporary fence erected along the property line will be permitted, subject to the approval of the Association. Cost of said fence will be borne by the lot owner erecting the fence. This fence must be removed when the patio wall is constructed on the adjacent lot.

Section 11. Use of Exterior Space in Patio Homes.

(a) Front Yard. The patio wall extending toward the front should turn to form one or more private or semi-private outdoor enclosures to be used as a drying and utility yard, as a bedroom terrace, as an entrance courtyard, or as a motor court.

(b) Side Yards. In keeping with the concept of a patio home, side yards should be treated as outdoor living extensions of the home itself, and not simply as storage or usable space typical of traditional side yards. See Figure 4 attached hereto.

(c) Rear Yard. A yard enclosing wall must extend to and along the rear property line to allow the owner the maximum use of his property. The Association may permit a rear privacy wall which does not enclose the entirety of the lot.

Section 12. Maintenance of Privacy. To facilitate privacy to the neighboring lot, the dwelling unit shall be constructed so that neither the patio wall nor the dwelling unit provides any window or view openings looking into or overlooking the adjacent

lot, and provides no access way or entry way into said adjacent lot.

Section 13. Additional Requirements.

(a) No permanent structures shall be constructed in the Four foot Six inch (4'6") side easement to allow access for maintenance for patio wall on the adjacent lot. However, trellis, decks, terraces, removable wooden fences, landscaping, or other use which does not restrict the adjoining lot's utilization of said easement for maintenance purposes will be permitted in the easement.

(b) Cost of construction, maintenance, and repair of a patio wall shall be the sole responsibility of the lot owner on whose lot the same is situated, except where the same is a party wall then it shall be the joint responsibility of the lot owner's whose lots the wall is situate.

(c) Said patio home shall be constructed with gutters to insure that no excessive rainwater is discharged upon the adjoining lot.

(d) Every effort should be made to preserve natural vegetation and to fully utilize existing topographical amenities solely which is solely within the discretion of the Association.

Section 14. Interior Lots. To allow for greater variety in the overall patio home neighborhoods, and to avoid the monotonous repetition of a patio wall down the right side of all lots (or left as the case may be), one or more "floating" interior lots in a row of patio lots may have the patio wall switched. In such

situations, the Association shall determine the location of party walls and setbacks.

Section 15. End-lot Conditions in Patio Home Neighborhoods.

The designated patio wall required by covenant shall be located along the lot line opposite the access street or along such property line as may be designated by the Association. Such a situation eliminates the overpowering blank wall effect, but at the same time eliminates all privacy for outdoor patio areas for this particular lot owner. Such a lot owner, because of lack of privacy, can be required to erect a privacy wall to screen his property from the access road. This is an additional expense that would apply only to the property owner of the end-patio lot, and one which is justified in light of the overall appearance that will be effected. It is possible that proper design can overcome a blank wall effect and the Association will consider any reasonable alternative.

Section 16. Alleyway. It is especially important that where a patio lot owner is allowed an alternative location for his patio wall, his proposed wall location will not parallel the same lot line as the patio wall of the adjoining property. If such a case were allowed to happen, a useless alley would be created, a condition that is unacceptable. See Figure 5 attached hereto.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an owner of any lot which is subjected by this Declaration to

assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessments.

Section 2. Voting Rights. The Association shall have Two (2) classes of voting membership.

Class A. Class A members shall be all Owners excepting the Developer. Class A Members shall be entitled to One (1) vote for each lot for which they held the interest required for membership by Section 1 above. When more than one person holds such interest or interests in any lot, the vote attributable to such lot shall be exercised as such persons mutually determine, but in no event shall more than One (1) vote be cast with respect to any such lot.

Class B. The sole Class B member shall be the Developer,. The Class B member shall be entitled to Three (3) votes for each lot in which it holds the interest required for membership under Section 1 of this Article. The Class B Membership shall cease and become converted to Class A membership upon the occurrence of the first of either of the following two events:

1. When the total votes outstanding in Class A Membership equal or exceed the total votes outstanding in the Class B Membership (Lots shall include any additional phases which Developer might bring under the terms of this Agreement) or

2. On the thirtieth day of June 1994.

When a purchaser of an individual lot or lots takes title thereto from the Developer, he becomes a Class A Member.

ARTICLE V.

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article V, every Member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that on or before conveyance of the first Lot, it will convey to the Association, by Bargain and Sale Deed, with covenant against Grantor's acts, fee simple title to the Common Areas, free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, subject, however, to the following covenant, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the community, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition with high standards. The maintenance and repair of the Common Areas shall include, but not limited to, the repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storms drains, sewer and water lines, connections, and appurtenances. Except such responsibilities as are accepted by responsible parties and only for so long as they properly perform.

This Section shall not be amended, as provided for in Article XI, Section 5, to eliminate or substantially impair the obligation for the maintenance and repair of the Common Areas.

Section 3. Extent of Member's Easements. The rights and easements created hereby shall be subject to the following:

(a) The right of the Association to dedicate, transfer, or convey all or any part of the Common Area, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, provided that no such dedication, transfer, or conveyance shall adversely affect the use of the Common Areas by the Members of the Association;

(b) The right of the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, fuel oil and other utilities and services, including a cable (CATV) or community antenna television system, irrigation or lawn sprinkler systems, and the right of the Association to grant and reserve easements and rights-of-way through, over and upon and across the Common Areas for the operation and maintenance of the Common Areas;

(c) The right of visitors, invitees, etc. to ingress and egress in and over those portions of the Common Areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Areas in the case of landlocked adjacent owners) to the nearest public highway;

(d) The right of the Association, in accordance with law, its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving Common Areas and in pursuance thereof, to mortgage the same.

Section 4. Parking Rights. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas and the facilities to his employees, tenants, invitees, or licensees.

Section 5. Additional Structures. No Owner or group of Owners shall, without the prior written approval of the Association, erect, construct, or otherwise locate any structure or other improvement in the Common Areas.

Section 6. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE VI

COMPLETION, MAINTENANCE AND OPERATION OF COMMON AREAS AND FACILITIES AND COVENANT FOR ASSESSMENT THEREFOR

Section 1. Completion of Common Areas by Developer.

(a) The Developer will complete the construction of the streets, roadways, parking facilities, walkways, and outdoor lighting serving such lot or lots in the Development.

(b) The Developer will fulfill all its obligations to complete the construction of all Common Areas to the extent Developer has promised to do, which development will be done at Developer's sole cost and expense.

Section 2. Operation and Maintenance of Common Areas.

Commencing on the date of conveyance of the first lot or lots, the Association at its sole cost and expense, shall operate and maintain the Common Areas and provide the requisite services in connection therewith. The Developer shall contribute assessments to the Association as provided in Section 3. Provided that this Section shall be construed to apply to each Phase as it is brought within the terms of these covenants.

Section 3. Assessments, Liens, and Personal Obligations Therefore; Operation and Maintenance of Common Areas Solely by the Association.

(a) Commencing as defined above in Section 2 and at all times thereafter, the Developer, for each lot owned by it within The Properties hereby covenants, and each and every other Owner of any lot or lots within The Properties, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance shall be deemed to covenant and agree to pay to the Association:

(1) Annual Assessments or charges which may be levied monthly, quarterly, semi-annually or annually,.

(2) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time-to-time as hereinafter provided.

(3) The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge

on the land and shall be a continuing lien upon the lot or lots against which collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot or lots against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the Owner of such lot or lots at the time when the assessment fell due.

(b) The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Development, and in particular for the improvement and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereof, the cost of labor, equipment, materials, management, and supervision thereof, and the cost of lawn and landscaping maintenance, and refuse collection, all of which obligations the Association hereby assumes as of the date set forth in (a) above.

Section 4. Amount and Payment of Annual Assessment. The Board of Directors of the Association shall at all times fix the amount sufficient to pay the costs of maintaining and operating the Common Areas and performing the other exterior maintenance required to be performed by the Association under this Declaration. The amount of the annual assessment shall be uniform for each lot, except as hereinafter provided. The Board shall also fix the date of commencement and the amount of the

assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the lots and assessments applicable thereto, which shall be kept in the Office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

Until July 1 of the year immediately following the assessment of the first Owner of a lot as provided for in Section 2 above the maximum annual assessment shall be One Hundred Fifty and No/100 Dollars (\$150.00) per lot.

(a) From and after July 1 of the above described year the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after July 1 of the above described year the maximum annual may be increased above five per cent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Developer shall for each and every Lot which it owns which is not occupied shall only be required to pay an amount equal to twenty-five per cent (25%) of the annual assessment until such lot and building are occupied. .

Each annual assessment after the first shall be fully payable in advance on the first (1st) day of July of each year, but the Board of Directors of the Association shall have the option to permit monthly or quarterly payments. The annual

assessment shall not be less than One Hundred Fifty and No/100 Dollars (\$150.,00) per lot, and the exact amount of each annual assessment shall be fixed by the Board of Directors of the Association.

The first annual assessment, or a pro-rata share based on the time between closing and July 1, shall be paid at the closing of the sale from the Developer to the then Lot Owner.

The Association shall, upon demand at any time, furnish to any Owner liable for any assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be in recordable form and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

This Section shall not be amended as provided in Article XI, Section 5, to eliminate or substantially impair the obligation to fix the assessment at an amount sufficient to properly maintain and operate the Common Areas and perform the maintenance required to be performed by the Association under this Declaration.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment (which must be fixed at a uniform rate for all lots) applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the

necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The due date of any specified assessment shall be fixed in the Resolution authorizing such assessment.

Section 6. Paid Professional Manager. The Board of Directors of the Association may employ a professional manager or managerial firm to supervise all the work, labor, services, and material required in the operation and maintenance of the Common Areas and in the discharge of the Association's duties throughout the Community.

Section 7. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien, Remedies of Association. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the lot or lots in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass on to his successor in title.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the

date of delinquency at the rate of six per cent (6%) per annum and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the lot or lots; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee, together with the costs of the action.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability from any assessments thereafter becoming due, nor from the lien of any subsequent assessment. This section shall not be amended as provided in Article XI, Section 5 of this Declaration.

Section 9. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessment, charges and liens created herein:

(a) All Common Areas, as defined in Article I, Section 1 hereof.

(b) All Common Areas which may hereinafter be brought within the scope of this Declaration.

MAINTENANCE OF COMMON AREAS.

Section 1. Exterior Maintenance. The Owner shall maintain the structures and grounds on each lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may, at its option, after giving the Owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs, and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs, and plants removed from such Lot, and replaced, and all expenses of the Association under this section shall be a lien and charge against the Lot on which the work is done and the personal obligation of the then Owner of such Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days written notice, sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot as herein provided.

Section 2. Access at Reasonable Hours. For the purpose of performing its function under this or any other Article of the Declaration, and to make necessary surveys in connection

ARTICLE VIIARCHITECTURAL CONTROL

Building, fences, walls, etc. No building, fence, wall, mailbox, or other structure, and no change in topography, landscaping, or any other item constructed by the Owner shall be commenced, erected, or maintained upon The Properties, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by the Association. In the event the Association fails to approve or disapprove any request within thirty (30) days after complete plans and specifications have been submitted to it, the same shall be deemed to be approved, and this Article shall be deemed to have been fully complied with, provided, however, that no such failure to act shall be deemed an approval of any matters specifically prohibited by any other provision of this Declaration. Refusal or approval may be on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Association may seem sufficient. Any change in exterior appearance of any appearance of any building, wall fence, mailbox, or other structural improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

ARTICLE VIII.EXTERIOR MAINTENANCE, REASONABLE ACCESS AND

therewith, the Association, by its duly authorized agent and employees, shall have the right to enter upon any Lot at reasonable hours, on any day except Sundays and holidays, upon reasonable prior notice.

Section 3. Maintenance of Common Areas. The Association shall maintain the Common Areas. However, should the the Association, decide to transfer any portion or all of the Common Areas to governmental authority, as it has the right to do, such duty to maintain same shall cease as to that portion so transferred.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, 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 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate

any covenant or restriction, either to restrain violations or to recover damages; and failure by the Developer, the Association, or 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. These covenants may also be enforced by the Architectural Control Board.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaraton shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, 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) years period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 6. Amendment Prior to Sale by Developer. At any time prior to the closing of the first sale of Petio Homes by Developer, Le-Jac Realty, Inc., and any mortgage holder, if any, may amend this Declaration by their mutual consent. The closing of the first sale shall mean transfer of title and delivery of a deed and not execution of a Contract of Sale or like document.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Office of the RMC for Richland County, State of South Carolina.

Section 8. Binding Effect. This Declaration shall inure to the benefit of and be binding upon the parties hereto, and the purchasers of Lots, their heirs, personal representatives, successors, and assigns.

Section 9. HUD/VA Approval. As long as there is a Class B Membership, the following actions will require prior approval of the Housing and Urban Development Agency and/or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants Conditions and Restrictions, provided that the project has been submitted to and approved by HUD/VA for the purpose of insuring individual loans therein.

ARTICLE X

ADDITIONAL MATTERS DEALING WITH PHASED DEVELOPMENT

Section 1. Voting Rights. As each phase, if any, is added to the Development, the Lots comprising such additional phase or phases shall be counted for the purpose of voting rights.

Section 2. Additional Land Additional land herein after described may be annexed by the Developer in whole or in part without the consent of the members within fifteen (15) years of the date of this instrument. Provided that HUD and V.A. determine that the annexation is in accordance with the general

plan heretofore approved by them. Provided, however, that HUD and V.A. approval should not be needed unless the subdivision has been submitted to and approved by them for the purposes of insuring individual loans therein. The property which may be annexed in whole or in part is described as follows:

All that certain piece, parcel, or tract of land, situate, lying, and being near the City of Columbia, in the County of Richland, State of South Carolina, containing Twenty-Nine and eighty-six one-hundredths (29.86) acres, more or less, and being more particularly shown on a plat prepared for Le-Jac Realty, Inc. by Civil Engineering of Columbia dated December 9, 1983 and recorded in the Office of the RMC for Richland County in Plat Book Z at page 7650.

Provided however that the Developer may annex property into the Common Areas which is not included in the above described property provided that two-thirds of the then Lot Owners agree to accept said areas.

Section 3. Rights and Responsibilities Any land so annexed under the provisions of the preceding action shall be subjected to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions. Each lot owner thereafter shall be entitled to the use and enjoyment of the common area in each Phase as well as the responsibility for the contribution of maintenance of the common area of each prior phase. Each lot owner of Phase I and each additional phases thereafter shall have the right to the use and enjoyment of all common areas herein subjected to this Declaration of Covenants, Conditions and Restrictions as well as the responsibility to contribute to its upkeep and maintenance. It being the intent of this provision that as additional phases are added to the project that each lot

owner will share equally in the total use and enjoyment of the common areas as well as the responsibilities for the upkeep and maintenance of said common areas.

IN WITNESS WHEREOF, LE-JAC REALTY, INC. has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

Signed, Sealed and Delivered

In the Presence of.

LE-JAC REALTY, INC.

Jimmy W. Grimes
Lynne F. Amick

BY: Oscar Peters, Jr.
ITS: President

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

P R O B A T E

PERSONALLY appeared before me Jimmy W. Grimes and made oath that (s)he saw the within-named Oscar Peters, Jr., President sign, seal and as his act and deed, deliver the within written AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR LOST CREEK PATIO HOMES for the uses and purposes therein mentioned and that he with Lynne F. Amick witnessed the execution thereof.

Jimmy W. Grimes
Jimmy W. Grimes

SWORN to before me this 10th day of July 1985
Lynne F. Amick
NOTARY PUBLIC, SOUTH CAROLINA
My commission expires: 9-20-94.