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DECLARATION

FILED

OF FEB 13 1 30 PM '97

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR LEXINGTON COUNTY

WOODCREEK SUBDIVISION, PHASE V

THIS DECLARATION, made on the date hereinafter set forth by Old Woodlands Development Corporation a South Carolina corporation having an office in Richland County, South Carolina, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Lexington, State of South Carolina, generally identified and known as Woodcreek Subdivision, Phase V, which is more particularly described by plat, as follows:

All those certain pieces, parcels or lots of land, together with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated on a Final Plat of Woodcreek Subdivision, Phase V, prepared for Old Woodlands Development Corporation by U.S. Group, Inc., dated January 1, 1997 and recorded in the office of the RMC for Lexington County at slide 259, plat 8. Reference to said plat is made for a more complete and accurate description.

WHEREAS, it is the intent of the Declarant hereby to cause the property of Woodcreek Subdivision, Phase V ("Woodcreek Phase V"), as described on the above referenced plat as "Phase V", to be subjected to this Declaration of Covenants, Conditions, Restrictions and Easements.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, 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 property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

*Old Woodlands Development Corporation
288 4890 Pg. 12 L. 28*

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ARTICLE I

DEFINITIONS

SECTION 1. "Declarant" shall mean and refer to Old Woodlands Development Corporation as well as its successors and assigns, but only to the extent and if Declarant shall make an express conveyance of its rights as developer hereunder to such successor or assign.

SECTION 2. "Declaration" shall mean this Declaration of Covenants, Condition, Restriction and Easements for Woodcreek Phase V (sometimes referenced "5") as the same may be amended, renewed or extended from time to time in the manner herein provided.

SECTION 3. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Properties.

SECTION 4. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 5. "Plat" shall mean that certain plat, prepared by U.S. Group, Inc., and entitled "Woodcreek Subdivision, Phase V, dated and recorded in the RMC Office for Lexington County, South Carolina, as well and all future recorded plats, if any, describing those certain parcels of land annexed, as described thereon, and made subject to this Declaration by amendment hereto. Wherever the said plat makes reference to "Phase V", such referenced shall be deemed to mean and include all references in the Declaration to "Phase V".

SECTION 6. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. LEASES OF LOTS. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's residence on its Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, and that any failure by lessee to comply with the terms of such document shall be a default under the term of the Lease. All Leases shall be in writing. Other than the foregoing there is no restriction on the right of any Owner to lease his lot.

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ARTICLE III

ARCHITECTURAL CONTROL

SECTION 1. IMPROVEMENTS. No building, fence, wall or other structure or planting or landscaping shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including without limitation any planting or landscape be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural control committee (hereinafter referred to as the "Architectural Control Committee"). The Architectural Control Committee shall be the Declarant until all of the Lots in Woodcreek V, have been fully developed, permanent improvements constructed thereon, sold to permanent residents or until such time as Declarant elects to terminate or relinquish control of the operation of the Architectural Control Committee. In such event, the Declarant shall have the right, but not the obligation, to transfer control of the Architectural Control Committee to the Owners, or an entity to be established by the Owners, or to terminate and do away with the Architectural Control Committee in its entirety. It is acceptable for the Declarant or Assignee to assign various functions of the architectural committee to an outside architect or some other individual (s) the committee deems appropriate. Such approval of all improvements shall be within the sole discretion of the Architectural Control Committee.

SECTION 2. PROCEDURES.

(a.) Any person desiring to make any improvements, alteration or change described in Section 1 above shall submit the plans and specifications to therefor, showing the nature, kind, shape, height, materials and location of the same, the Architectural Control Committee which shall evaluate such plans and specifications in light of the purpose of this Article. In addition to the rights of the Architectural Control Committee provided herein, the Architectural Control Committee, as appropriate, shall have the right at any time to adopt any architectural review program pursuant to which plans relating to all proposed Improvements on the Property shall be submitted for review by an independent architectural review consultant engaged by the Architectural Control Committee for this purpose. In the event such a program is adopted, for each review conducted by the architectural review consultant, a review fee of Two Hundred and No/100ths (\$200.00) Dollars may be charged to the Owner by the Architectural Control Committee at the time of submission of the plans for review. Such fee shall be subject to adjustment from time to time by the Architectural Control Committee based upon any increases in the charges of the architectural review consultant.

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(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any lot of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications features or elements are subsequently submitted for use in connection with any other Lot. Approval of such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) The Architectural Control Committee, in its sole discretion, may excuse compliance with such architectural requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements. Compliance with the design review process provided herein or in any guidelines of the Architectural Control Committee is not a substitute for compliance with the building, zoning and subdivision regulations of the Town of Lexington, South Carolina, and each Owner is responsible for obtaining all approvals, licenses and permits as may be required prior to commencing construction. Approval by the Architectural Control Committee does not necessarily assure approval by the appropriate governmental board or commission in the Town of Lexington, South Carolina.

(d) Neither Declarant, nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. **FURTHER, NEITHER DECLARANT, NOR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIABLE IN DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OF SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSIONS OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT OR ANY MEMBER OF THE ARCHITECTURAL CONTROL**

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COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

Any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any lot thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any improvement or the use of any Lot or improvement is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE IV USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE OF PROPERTY. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any builder of homes in Woodcreek V, approved by Declarant from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Woodcreek; and provided, further that, to the extent allowed by applicable zoning laws, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

SECTION 2. SETBACKS AND BUILDING LINES. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines as shown on the plat or unless approved for each lot in writing by the Architectural Control Committee before commencement of lot clearing preparatory to construction unless either a variance shall have been granted by Declarant or Declarant shall have amended the Plat. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates the requirements and provisions of any applicable zoning ordinances and subdivision regulations.

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SECTION 3. WALLS AND FENCES. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than said minimum building setback lines as shown on the plat unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to Article III above. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. Chain link fences are prohibited except when the Architectural Control Committee gives written approval.

SECTION 4. SUBDIVISION OF LOT. One or more Lots or parts thereof may be combined with adjacent Lots to form a single building Lot when approved, in writing, by Architectural Review Committee, and, in such event, the building line requirements provided herein shall apply to such Lots as re-subdivided or combined and side line easements as shown on the plat shall be moved to follow the new side line so that the easement would run along the newly established side line.

SECTION 5. TERRACES, EAVES AND DETACHED GARAGES. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached structures must be to the rear of the main dwelling and must not encroach upon the Lot of an adjacent Owner.

SECTION 6. BUILDING REQUIREMENTS. The heated living areas of the main structure, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall be not less than 1600 square feet. Declarant reserves the right to increase or decrease the foregoing minimum square footage requirement with respect to all or a portion of the additional land annexed to the Properties in accordance with Article VII, Section 6, Subsection (b.) by recording an instrument which sets forth the decreased or increased minimum square footage requirement in the RMC Office, Lexington County, prior to or contemporaneous with the annexation of such additional land or portion thereof by Declarant.

SECTION 7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS. No part of any structure nor the lower branches of trees or other vegetation shall be permitted to obstruct the view at street intersection.

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SECTION 8 DELIVERY RECEPTACLES AND PROPERTY

IDENTIFICATION MARKERS. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

SECTION 9 USE OF OUTBUILDING AND SIMILAR STRUCTURES.

No structure of temporary nature (unless approved in writing by the Architectural Control Committee) shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

SECTION 10 COMPLETION OF CONSTRUCTION.

The Declarant shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction. Any and all costs incurred by the Declarant including court costs and reasonable attorney's fees shall be paid by the Lot Owner.

SECTION 11 LIVESTOCK.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

SECTION 12 OFFENSIVE ACTIVITIES.

No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in Woodcreek Phase V.

SECTION 13 SIGNS.

No advertising signs or billboard shall be erected on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Article shall not apply to notices posted in connection with judicial or foreclosure sales conducted with respect to a mortgage or any legal proceeding.

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SECTION 14. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITY SERVICE. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, or distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Clotheslines, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground.

SECTION 15. ANTENNAE. No radio or television transmission or reception towers of antennae shall be erected on any structure or within the property without the prior written approval of the Architectural Control Committee. In no event shall free standing transmission or receiving towers, satellite dishes or disks be permitted that exceed three (3') feet in diameter, all other satellite dishes and their locations must be approved by the Architectural Control Committee.

SECTION 16. TRAILERS, TRUCKS, SCHOOL BUSES, BOATS, BOAT TRAILERS. No house trailers or mobile homes, school buses, trucks, boats, boat trailers, motor homes, campers, vans with commercial business identification, or vehicles on blocks shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets and adjoining lots. In addition, no vehicle of any kind may be kept, stored or parked on any non-paved area of a Lot or adjacent Lot. Notwithstanding the foregoing, passenger automobiles, pick up truck without commercial lettering may be parked in driveways. The foregoing will not be interpreted or construed or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.

SECTION 17. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage of disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Lot Owner of such Lot, at the Lot Owner's expense, upon written request of the Architectural Review Committee.

SECTION 18. CHANGING ELEVATIONS. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

SECTION 19. SEWAGE SYSTEM. Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

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SECTION 20. WATER SYSTEM. Water shall be supplied through municipal systems or type approved by appropriate State and local agencies.

SECTION 21. UTILITY FACILITIES. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone, electric and sewage systems, within this proposed area, which may be in variance with these restrictions.

SECTION 22. MODEL HOMES. Declarant, as well as any builder of homes in Woodcreek Phase V, shall have the right to construct and maintain model homes on any of the Lots. "Model Homes" shall be defined as those homes used for the purpose of inducing the sale of other homes within the Properties.

SECTION 23. DRIVEWAYS AND ENTRANCE TO GARAGE. All driveways and entrances to garages shall be concrete or other substance approved in writing by Declarant or by the Architectural Control Committee and of a uniform quality.

SECTION 24. WAIVER OF SETBACKS, BUILDING LINES AND BUILDING REQUIREMENTS. The Architectural Control Committee may, for good cause, waive violations of the setbacks and building lines provided for in Section 2 of this Article V and the building requirements provided for in Section 6 of this Article V. Such waiver shall be in writing and recorded in the Lexington County RMC Office. A document executed by the Declarant shall be, when recorded, conclusive evidence that the requirements of Sections 2 and 6 of this Article V have been complied with. The Declarant may also handle violations of set back and boundary lines by amending the Plat. Nothing contained herein shall be deemed to allow the Declarant to waive violations which must be waived by an appropriate governmental authority.

SECTION 25. MAINTENANCE. The Owner of each Lot, improved and unimproved, shall keep the same free of all 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. In the event the Owner of any Lot fails to comply with the terms of this paragraph, the Declarant shall have the right (but not the obligation) to go upon such Lot and to cut and remove tall grass, undergrowth, weeds, rubbish and other unsightly or undesirable things and objects therefrom and to do all other things and perform and furnish any labor necessary to 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 Declarant on demand, and if not paid by such Owner, the reasonable cost of such shall become a lien against the lot. The Declarant, as the case may be, nor any of its agents, employees or contractors shall be liable for any damages to any person which may result from the exercise of any of the rights conferred upon them as set forth in this paragraph.

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SECTION 26. FIREARM AND WEAPON DISCHARGE. Any firearm discharge other than for defense or protection of one's life or property is prohibited on all property shown on the Plat. Firearms shall include rifle, gun, pistol, shotgun, black powder gun, pellet or BB gun, bow and arrow and other weapon from which any bullet, shot or projectile may be discharged.

SECTION 27. SWIMMING POOLS. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the Architectural Control Committee and in no event shall any above-ground swimming pool be permitted.

ARTICLE V
EASEMENTS

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as indicated on recorded plats. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VI
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority. Should Declarant employ legal counsel to enforce any of the covenants, conditions, restrictions, easements or any other aspect of this Declaration, all costs incurred in such enforcement, including court costs and reasonable attorney's fees, shall be paid by the violating Owner.

SECTION 2. EXCUSED COMPLIANCE. Anything to the contrary contained herein notwithstanding, the Declarant may excuse compliance in whole or in part with any of the conditions, covenants, restrictions and reservations provided for herein, or in any amendment or supplement hereto, or a variance document, and may permit compliance with different or alternative requirements, if Declarant determines in the exercise of its good faith judgment that such action is warranted to promote orderly development and utilization of the Property for the benefit of all owners.

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SECTION 3. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 4. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless during the last year of such initial or then current renewal term the Owners of seventy-five percent (75%) of the Lots agree in writing to terminate this Declaration at the end of such term. This Declaration may be amended unilaterally at any time and from time to time by Declarant for any purpose provided, however, any such amendment shall not adversely affect title to any Lot without the consent of the affected Lot Owner. No provision of this Declaration which reserves or grants special rights to the Declarant shall be amended without the Declarant's prior written approval so long as the Declarant owns any property for development and/or sale which are under this Declaration or are subject to annexation.

SECTION 5. FEDERAL LENDING REQUIREMENTS. Notwithstanding Article VII, Section 4 above, Declarant may (at Declarant's option) amend and modify this Declaration without obtaining the consent or approval of the Owners if such amendment or modification is necessary to cause this Declaration to comply with the requirements of the Federal Housing Administration, the Veterans Administration, Fannie Mae or other similar agency.

Any such amendment must be with the consent and approval of such agency and must be properly recorded.

SECTION 6. ANNEXATION.

(a.) Additional residential property may be annexed to the Properties by the Declarant without consent of the Owners.

(b.) The additions authorized under subparagraph (a.) of this Section shall be made by filing for record a supplementary declaration of covenants and restrictions with respect to the property to be subjected to the scheme of this Declaration, which supplementary declaration may extend the covenants and restrictions of this Declaration to such property contained therein. Such supplementary declaration may, however, contain such modifications of the covenants and restrictions of this Declaration and such other additional provision as may be necessary to reflect the different character, if any, of such property. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants and restrictions hereby made applicable to the Property.

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IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on this 12 day of Feb, 1997

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

OLD WOODLANDS
DEVELOPMENT CORPORATION

B. Walker
Myra Lema Mitchell

BY: [Signature] (SEAL)
Wayne T. Smith, its President

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness, who being duly sworn, deposes and says that s/he saw the within-named Old Woodlands Development Corporation, by Wayne T. Smith, its President, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness subscribing above witnessed the execution thereof.

SWORN TO BEFORE ME THIS 12th)
day of February, 1997)
Myra Lema Mitchell (L.S.))
Notary Public for South Carolina)
My Commission Expires: Aug. 03, 2005)

B. Walker

SEP-16-98 WED 10:34 AM GEORGAKLIS COMPANY

FAX NO. 8032543145 P. 02
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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 16 day of September, 1998.

B. Walk
witness #1
Wayne T. Smith
notary public

OLD WOODLANDS DEVELOPMENT CORPORATION
BY: Wayne T. Smith
its: President

STATE OF SOUTH CAROLINA)
COUNTY OF _____) PROBATE

Personally appeared before me the undersigned witness and makes oath that s/he was present and saw Old Woodlands Development Corporation by Wayne T. Smith, its President sign seal and as his act and deed execute and deliver the within Modification of Restrictions, and that s/he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to and subscribed before me this 16 day of September, 1998.

Wayne T. Smith
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: Aug. 03, 2005

B. Walk
witness #1