

COPY

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
LOOKOUT POINTES SUBDIVISION
LEXINGTON COUNTY

Nov 20 3 00 PM '99
JOANNE B. TORRICE
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THIS DECLARATION, made on the date hereinafter set forth by Lookout Development Company, LLC, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the County of Lexington, State of South, containing approximately 19.55 acres, more or less; and

WHEREAS, Declarant intends to develop the property as a subdivision known as "LOOKOUT POINTES", hereinafter referred to as the "Property", which is more fully described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions of all owners of property in Lookout Pointes and to provide a flexible and reasonable procedure for the development of the Property.

NOW THEREFORE, Declarant hereby declares that the Property which is described in Exhibit "A" and any property hereafter made subject hereto as hereinafter provided shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are for the purpose of protecting the value and desirability of the Property, and which shall touch and concern and run with title to the Property or any portion thereof, and their respective heirs, successors, successors in title and assigns, and shall inure to the benefit of each owner thereof.

IMPOSITION OF COVENANTS AND STATEMENT OF PURPOSE:

Declarant hereby makes, declares and establishes the following covenants, conditions, restrictions and easements (collectively referred to as the "Covenants"), which shall affect all of the Property. From this day forward, the Property shall be held, sold and conveyed subject to the Covenants. The Covenants shall run with the land and shall be binding upon all persons or entities having any right, title or interest in all or any part of the Property, and the Covenants shall inure to the benefit of each owner of the Property.

These Covenants are imposed for the benefit of all owners of

the parcels of land located with the Property. These Covenants create specific rights and privileges which may be shared and enjoyed by all owners and occupants of any part of the Property.

The provisions of these Covenant, as amended from time to time, are intended to act as the land use controls applicable to the Property, and in the event of a conflict or difference between the provisions hereof and of the Lexington County Zoning Ordinance, the terms of this Declaration, as amended, shall control and supersede such Zoning Ordinance. Each owner, automatically upon the purchase upon any portion of the Property, is deemed to waive all protections afforded to him, now or in the future, under the Lexington County Zoning Ordinance to the extent such Zoning Ordinance is at variance with the provisions of this Declaration, as amended, or with the provisions of any of the other Lookout Pointes Documents, including but not limited to the Architectural Guidelines established by the Architectural Review Committee.

ARTICLE I DEFINITIONS

SECTION 1. "Association" shall mean and refer to Homeowners Association, Inc., its successors and assigns.

SECTION 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Common Area shall also mean such property from time to time is deeded to the Association in fee simple by the Declarant. Any conveyance by Declarant shall be accepted by the Association and maintained by the Association for the benefit of its Members.

SECTION 3. "Common Dock" shall mean and refer to any dock, pier or similar structure designated as such by Declarant and which has been placed or erected wholly or partially on any waterfront Lot for the benefit of such Lot and at least one other waterfront Lot contiguous with such Lot.

SECTION 4. "Declarant" shall mean and refer to Lookout Pointes Development Co. LLC, as well as its successors and assigns, if Declarant shall make an express conveyance of its rights as developer hereunder to such successor or assign.

SECTION 5. "Declaration" shall mean these covenants, conditions, restrictions and easements for Lookout Pointes Subdivision, as the same may be amended, renewed or extended from time to time in the manner herein provided.

SECTION 6. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Property, with the exception of Common Area.

SECTION 7. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 8. "Lookout Pointes Documents" shall mean and refer to the basic documents creating and governing Lookout Pointes Subdivision, including but not limited to this Declaration, any Supplemental Covenants, any procedures, rules, regulations or policies adopted in accordance with this Declaration by Declarant, the Association, the Architectural Control Committee, and any amendments or modifications to the aforementioned documents or regulations.

SECTION 9. "Non-Member user" shall mean and refer to any person who is not a member of the Association for the use of the Recreational Facilities as set out in the By-laws of the Association.

SECTION 10. "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 11. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 12. "Recreational Facilities" Shall mean and refer to any clubhouse, tennis courts, swimming pool, playing fields, playgrounds, marina, boat ramp, dryboat storage facility and any other facilities designed for active recreational use, along with the parking areas on the Common Area and any additions thereto. The recitals contained herein are for illustration only, and nothing contained in this Section or in the Declaration shall obligate Declarant or the Association to construct specific recreational facilities.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any Recreational Facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.

(b) the right of the Association to suspend the voting rights and right to use of the Recreational Facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by 60% of the Owners entitled to vote has been recorded;

(d) the right of the Association to impose regulations for the use and enjoyment of the Common area and improvements thereon, which regulations may further restrict the use of the Common Area;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by 60% of the owner's entitled to vote;

(f) the right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or any other purpose or reason: and

(g) the right of the Association to establish regulations regarding (a) the operation, maintenance or storage of any boat or other kind of watercraft on the Property or the waters of Lake Murray within two hundred fifty (250') feet of the Property or (b) the construction, placement, maintenance or repair of any pier, dock, or other similar structure or any ramp, wall, revetment, fill, rip-rap or any other material on the Property or adjacent thereto.

SECTION 2. DELEGATION OF USE. Any owner may delegate, in Accordance with the By-laws, his rights of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers who reside on the Lot of such Owner.

SECTION 3. 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, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the Lease. All Leases of Lots shall be in writing. Other than the foregoing there is no restriction on the right of any Owner to lease his Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to a lien for assessments 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 assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. So long as there is class B membership, Class A Members shall be all Owners other than the Declarant and shall not be entitled to vote. Upon termination of Class B membership, Class A members shall be all owners, including Declarant, so long as Declarant is an Owner. Each owner shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class Member shall be the Declarant and as long as there is Class B voting membership, the Declarants shall have sole voting power. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when all lots have been fully developed and sold to permanent residents

(b) on December 31, 2006; or

(c) when Declarant elects by notice to Association in writing to terminate its Class B membership.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS.

SECTION 1. ASSOCIATION'S RESPONSIBILITIES AND CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Association shall maintain and keep in good repair the Common Area and Recreational Facilities. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Area. The Association shall also maintain: (a) all entry features, including the expenses for water and electricity, if any, provided to all such entry features; (b) streetscapes located at other street intersections within the development; (c) all cul de-sac islands located in the development; (d) landscaping originally installed by the Declarant whether or not such landscaping is on a Lot; (e) all drainage and detention areas which were originally maintained by the Declarant, to the extent such areas are not maintained on an ongoing basis by a local governmental entity; and (f) all property outside of lots located within the development which was originally maintained by Declarant, including those areas designated as landscape easements. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay (a) to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Area; and (ii) a pro rata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision. The payment of taxes assessed against the Common Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of way), drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-laws; the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area; the maintenance of dams and areas surrounding such water; the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architectural Control Committee; the employment of attorneys and other agents to

represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality off the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

(b) Specifically, the Association will contribute \$50.00 per platted lot on an annual basis to the Timberlake Estates Homeowners Association. Said contribution to be used for maintenance and upkeep of the entrance ways.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until December 31, 1998, the maximum annual assessment shall be Two Hundred Fifty and No/100th Dollars (\$250.00) per Lot, and at Board's option, may be collected monthly, quarterly, semi-annually or annually.

(a) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed fifteen percent (15%) of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit by a vote of a majority of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of this Article.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. So long as the total amount of special assessments allocable to each Lot does not exceed \$300.00 in any one fiscal year, the Board may impose the special assessment. All special assessments which exceed the \$300.00 limitation shall be effective only if such assessment shall have the assent of 60% of Owner's entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose. All special easements shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. RATE OF ANNUAL ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual or annual basis.

SECTION 7. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall be established on a calendar year basis and shall commence on January 1, 1997. Lots hereafter made subject to assessment by the Association shall be liable for the annual assessment of the year in which they are made subject to this Declaration (but such annual assessment shall be prorated for the period of time during such calendar year that the Lots are subject to assessment) and for every year thereafter. Provided however, notwithstanding anything herein to the contrary, Declarant shall pay twenty-five (25%) percent of the aggregate sum of the annual Assessment and special assessment levied against all Lots owned by Declarant during each calendar year (which annual assessment shall be prorated for the period of time during which calendar year the Declarant is Owner of said Lot); nor shall Developer have any obligation or responsibility to fund any deficits of the Association. The Declarants obligation to pay assessments as stated herein shall create a lien against the Declarants Lots in Lookout Pointes Subdivision.

The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board of Directors shall fail to fix the amount of annual assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or the highest rate allowed by law whichever is lower. If the delinquency persists for an additional thirty (30) days, the Association shall be entitled to charge interest on all sums more than sixty (60) days past due at the rate of eighteen percent (18%) per annum the highest rate allowed by law which ever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosures of Mortgage, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

SECTION 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner. This section shall not become applicable until Class B Membership ceases to exist.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

ARTICLE V

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 plantings 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 architectural Committee (hereinafter referred to as the "Architectural Control Committee"). The Architectural Control Committee shall be the Declarant until all of the Lots in Lookout Pointes have been fully developed, permanent improvements constructed thereon, sold to Permanent residents or until such time as Declarant notifies the Board that Declarant's rights and obligation shall be terminated. Thereafter the Board shall have the right, power, authority and obligations to establish a successor Architectural Control Committee as a committee of the Association and provide rules and regulations pursuant to which such committee shall act. It is acceptable for the Board to assign various functions of the architectural committee to an outside architect or some other individual(s) the Board 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 improvement, alteration or change described in Section 1 above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Board of Directors of the Association or 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 an 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 (\$200) dollars shall be paid by the owner to 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.

(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 specification 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 nor compliance with building, zoning and subdivision regulations of Lexington County, 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 Lexington County, 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 JUDGEMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NON-FEASANCE 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, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, ASSOCIATION, ITS BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURAL CONTROL 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.

ARTICLE VI

EXTERIOR MAINTENANCE

The Association shall maintain the Common Area. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and CARE of roofs, gutters, downspout, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with other Lots and dwellings in Lookout Pointes subdivision the Association shall provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings in Lookout Pointes Subdivision, Phase I shall be made by the Board of Directors of the Association, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

ARTICLE VII

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 Lookout Pointes Subdivision, 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 Lookout Pointes Subdivision; 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 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.

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 line 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 V 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 resubdivided 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, garages, carports and breezeways, shall be not less than 1800 square feet on any Lot bordered in part by the water of Lake Murray and 1800 square feet on any Lot not bordered by the waters of Lake Murray. Declarant reserves the right to 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 X, Section 5, Subsection (b) by recording an instrument which sets forth the decreased 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 intersections.

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 OUTBUILDINGS 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 Association 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.

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 Lookout Pointes Subdivision,

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 first mortgages.

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, and 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 or 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.

SECTION 16. TRAILERS, TRUCKS, SCHOOL BUSES, BOATS, BOAT TRAILERS. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers, motor homes, motorcycles, campers, and vans 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 may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage. 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 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 or 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 Association.

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 DISPOSAL. If required for certain lots in Lookout Pointes Subdivision each Owner of such a Lot, at his expense, shall provide and install on his Lot a sewage system holding tank and connect such holding tank to both the sewage disposal line running to the primary dwelling on that Owner's Lot and the sewage disposal line provided to serve that Owner's Lot so as to comply with the requirements of the utility company designated by Declarant and having a franchise for providing sewage disposal from the Property, or its successors or assigns. Each Owner acknowledges and agrees that once installed, any sewage system holding tank and sewage disposal line connection to such holding tank to the central sewer system shall be deemed the property of the utility company designated by Declarant and having a franchise for providing sewage disposal from the Property, or its successors and assigns; and that said utility company shall have the right of access to all portions of the sewage disposal system located on the Lot in accordance with the easements reserved in Article VIII hereof for the periodic maintenance of the sewage disposal system. Each owner also agrees to execute any and all documents reasonably requested by Declarant or such utility company from time to time to expressly evidence the transfer of ownership and control of such sewer facilities to such utility company. Each owner shall also pay the connection charges, if any, required to tie into the central sewer system. In addition, in the event the central sewer system is taken over by a regional treatment provider, each Owner shall pay such additional connection charges (if any), imposed by such regional treatment provider to the central sewer system with the regional treatment system. After connection of such sewer facilities to the central sewer system each Owner shall pay when due the periodic charge or rates for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on the land covered by this Declaration. For purposes of this section "septic tank" shall not refer to the individual sewage system holding tank or other holding tank which is a part of the central sewer system.

SEE PAGE 19 FOR CONTINUATION OF ARTICLE VII, SECTION 19)

SECTION 20. WELL LIMITATION; WATER SUPPLY. No individual water system or well of any type shall be maintained, drilled or permitted on any Lot. The central water supply system operated by the utility company designated by Declarant and having a franchise for providing water to the Property, its successors or assigns shall be used as the sole source of water for all purposes on each Lots (including but not limited to water for all water spigots and outlets located within and without all building, air-conditioning and heating, irrigation purposes, swimming pools or other exterior uses), and unless otherwise agreed with Declarant, each Owner, at his expense, shall connect his water lines to the water distribution main provided to serve the owner's Lot and shall pay the connection (if any) and water meter charges established by such utility company or any utility company designed by Declarant to succeed such utility company. After such connection, each owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof. In addition, in the event the water supply system serving the Property is taken over by any regional water supplier, each Owner shall pay such additional connection charges (if any) imposed by such regional water supplier to tie the water supply system serving the Property to the regional supply System.

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 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 Lookout Pointes Subdivision 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 VII and the building requirement~ provided for in Section 6 of this Article VII. Such waiver shall be in writing and recorded in the Lexington County RMC Office. A document executed by the Architectural Control Committee shall be, when recorded, conclusive evidence that the requirements of Sections 2 and 6 of this Article VII have been complied with. The Architectural Control Committee may also handle violations of setback and boundary line by amending the Plat. Nothing contained herein shall be deemed to allow the Architectural Control Committee to waive violations which must be waived by an appropriate governmental authority.

SECTION 25. FIREARMS 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 Subdivision Plat, Firearms shall include rifle, gun, pistol, shotgun, black powder gun, pellet or BB gun, bow and arrow and any other weapon from which any bullet, shot or projectile may be discharged.

SECTION 26. MINING. No boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, or gases shall be conducted upon the Property.

SECTION 27. TIMESHARE PROHIBITION. There shall be no timesharing or interval ownership of a Lot. Timeshare or interval ownership shall mean and refer to the definitions of such ownership under the South Carolina vacation Time Sharing Plan Act and any amendments thereto.

SECTION 28. WAIVER OF ZONING RIGHTS. Each Owner, by virtue of accepting a deed to any Lot, approves and consents to all construction, operation, maintenance, repair and replacement of the Recreational Facilities and all uses made of the Property which otherwise comply with these covenants, and all such Owners waive any rights of enforcement of the Lexington County Zoning Ordinance to the extent necessary to permit construction and placement of the Recreational Facilities. This section is expressly intended to remove from application to the Property the Recreational Facilities requirements regarding setbacks, buffer and screening, including, without limitation, any such provisions relating to the placement or screening of the Recreational Facilities.

SECTION 29. NO PARTITION OF COMMON AREA. The Common Area shall be owned by Declarant unless and until conveyed by Declarant to the Association, and no Owner shall bring any action for partition or division of the Common Area. By acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived such Owner's right to institute or maintain a partition action or any other action designed to cause a division of the Common Area, and this Section may be pleaded as a bar to any such action. Any Owner who shall institute or maintain any such action shall be liable to Declarant, and hereby agrees to reimburse Declarant for its costs, expenses and reasonable attorneys' fees in defending any such action.

SECTION 30. IRRIGATION. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within or adjacent to the Property shall be installed, constructed or operated within the Property, unless approved by Declarant and, if applicable, governmental agencies and private entities having jurisdiction over such waterways.

SECTION 31. NO OVERHEAD WIRES. All telephone other utility lines and connections between the main utility lines and the residence or other building located on such Lot shall be concealed and located underground. Each Lot Owner requiring an original or additional electric service shall be responsible to complete at

his expense the secondary electric service, conduits, wires, conductors and other electric facilities from the point of the applicable transformer to the Owners Lot improvements, and all of the same shall be underground and remain the property of the owner of each Such Lot.

SECTION 32. LITIGATION. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Lot owners. This Section shall not apply, however, to (a) actions brought by the association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article IV hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to the Article XI, Section 4 hereof, or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

ARTICLE VIII

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. An easement is hereby established for the benefit of Lexington County (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Area as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and authority to grant and establish upon, over and across the Common Area such additional easements as are necessary or desirable for the providing of service or utilities to the Common Area or Lots.

SECTION 2. SIGN EASEMENTS. Easements for the maintenance of subdivision signs and landscaping and lighting surrounding same are reserved as indicated on recorded plats. Declarant hereby grants, gives and conveys to the Association a perpetual, non-exclusive easement over any portions of Lots designated as "sign easements" or "landscape easements" on the plats, to maintain, repair and replace the subdivision signs which may be located thereon, as well as the lighting fixtures and any landscaping thereon. The costs of all such maintenance, repair and replacement shall be part of the common expenses of the Association, payable by the Owners as set out in Article IV hereof. In addition to the easement granted above as to the portion of Lots designated "sign easements", or "landscaping easements" Declarant hereby gives, grants and conveys to the Association the right of ingress, egress and regress over other portions of such Lots as shall be reasonably necessary to effectuate the purposes stated above. The easements hereby granted shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Properties.

SECTION 3. EASEMENT FOR ENCROACHMENTS. The Property and all portions thereof shall be subject to an easement of up to three (3') feet from the Lot lines or Common Area boundaries for the actual extent of encroachments of improvements constructed by Declarant or any Owner with the approval of Declarant or the Architectural Control Committee and for settling, shifting and movement of any portion of said improvements, except that no such easement is created for an encroachment which is the result of willful

conduct on the part of Declarant, an Owner or any other person or entity. A valid easement for any encroachments and for their maintenance shall exist.

SECTION 4. RESERVATION OF EASEMENTS, EXCEPTIONS AND EXCLUSIONS. Declarant reserves to itself the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses and to create other reservations, exceptions and exclusions for the best interest of all of the Owners and Declarant in order to serve all of the Owners and as may be necessary for the use and operation of any other property of Declarant, as long as such action does not unreasonably interfere with the enjoyment of the Property by the Owners.

SECTION 5. EMERGENCY EASEMENT. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

SECTION 6. MAINTENANCE EASEMENT. An easement is hereby reserved to Declarant upon, across, over, in and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which Declarant may be obligated or permitted to perform, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of Improvements on such Lots as provided herein or in any Supplemental Covenants or in any amendment or modifications thereto.

SECTION 7. DRAINAGE EASEMENT. An easement is hereby reserved to Declarant to enter upon, across, over, in and under any portion of the Property for the purposes of changing, correcting or otherwise modifying the grade or drainage channels on the Property so as to improve the drainage of water. Best efforts shall be made to use this easement so as not to disturb the uses of the Owners and Declarant, as applicable, and to the extent possible, to execute such drainage work promptly and expeditiously, and to restore and areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

SECTION 8. EASEMENT CREATION AND APPLICATION. All conveyances of Lots made after the date of recordation of the initial Declaration whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article VIII, even though no specific reference to such easements or to this Article VIII appears in the instrument for such conveyance. Anything to the contrary contained herein notwithstanding, Declarant shall not exercise the rights granted in Sections 3 through 7 hereof in any manner which would unreasonably interfere with the location, construction, or maintenance of any dwelling unit located or to be located on any Lot so long as the Owner has complied with all provisions of this Declaration.

ARTICLE IX

WATERFRONT AREAS AND WATERWAYS

SECTION 1. RESTRICTIONS ON WATERWAYS AND LAKEFRONT AREAS. Any Lot which shall abut upon any lake, stream, pond, wetland or other waterway shall be subject to the following additional restrictions.

(a) No pier, dock or other similar structure or obstruction or any wall, ramp, revetment, rip-rap or any other material shall be built, placed or maintained upon any waterfront Lot or into or upon any waterway adjacent thereto except with the specific written approval of the Architectural Control Committee; provided, however,

that the Architectural Control Committee shall not unreasonably withhold approval regarding construction and maintenance of docks on waterfront Lots of 100 feet or more in width and of Common Docks on other waterfront Lots as designated by Declarant. As to any such structure, approval by the Architectural Control Committee shall be required prior to submission for approvals or permits from any governmental agency or private entity having jurisdiction over such waterway.

(b) Except with the prior written approval of the Architectural Control Committee, no device or material may be constructed, placed or installed upon any Lot which shall in any way alter the course of natural boundaries of any waterway or which shall involve or result in the removal of water from any waterway.

(c) The Owner of each Lot abutting the water's edge shall release and discharge Declarant and the County of Lexington, South Carolina, from any and all claims for debt or damages sustained by the Owner's existing in the Owner's favor, to the owner, the Owner's property and property rights heretofore or hereafter sustained or to accrue by reason or account of the operation and maintenance of said lakes, ponds, etc.

(d) All such Lots shall be subject to a perpetual easement in favor of Declarant for maintenance of the banks and edges of said lakes, ponds, etc.: provided, however, that Declarant shall have no obligation as to maintenance thereof.

SECTION 2. COMMON DOCKS. Declarant reserves the right to construct and maintain, or to permit to be constructed and maintained, a Common Dock to benefit two or more continuous Lots abutting the water of Lake Murray to the extent deemed by Declarant, in its sole discretion, to be necessary or appropriate with respect to the overall placement of docks, piers and similar structures on the Property. In the event that rights or interest in a Common Dock are created by Declarant for the benefit of any Lot, the Owner of such Lot shall provide any and all consents of authorizations requested from time to time by the Declarant to facilitate the placement, construction and maintenance of such Common Dock.

SECTION 3. COMMON DOCK EASEMENT. Upon the placement or erection of any Common Dock which lies wholly within the property lines of any Lot, there shall be reserved a non-exclusive five (5') foot wide easement running along the waterfront property line of such Lot for the use and enjoyment of the Owners and occupants of any adjacent Lot designated by Declarant or the Architectural Control Committee as saving the right to use such Common Dock.

SECTION 4. DOCK MAINTENANCE. Maintenance of any pier, dock or other similar structure or obstruction or any wall, ramp, revetment, rip-rap or any other material which has been built or placed along the waterfront of any waterfront Lot or into or upon any waterfront adjacent thereto shall be the responsibility of all Owners who have the right of use with respect to such structure or material. The Association shall establish regulations from time to time governing the procedures for such maintenance and the payment of maintenance costs.

SECTION 5. LAKE LEVEL. Each Owner, by virtue of accepting a deed to any lot and for as long as he is an Owner, acknowledges and understands that the surface water level of Lake Murray is subject to periodic fluctuations due to conditions or events which are beyond the control of Declarant, and Declarant assumes no responsibility for any conditions which may be caused by such water level fluctuations, including, without limitation, any condition affecting the utilization of the Recreational Facilities or the placement or construction of any Improvements on any Lot. Furthermore, Declarant makes no representations concerning the underwater contour of any portion of Lake Murray.

ARTICLE X
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Declarant, the Association, 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, the Articles of Incorporation or By-laws of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association 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 or the Association employ legal counsel to enforce any of the covenants, conditions, restrictions, easement or any other aspect of this Declaration, all costs incurred in such enforcement, including court costs and reasonable attorneys' 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 herein, in any Supplemental Covenants 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 judgement that such action is warranted to promote orderly development and utilization of the Property for the benefit of all Owners.

SECTION 3. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way 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. In addition to the above, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five (65%) percent of the Lot Owners. Any amendment must be properly recorded. No provision of this Declaration which reserves or grants special rights to the Declarant shall be amended without the Declarants 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 XI, 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. AMPLIFICATION. The provisions of this Declaration are amplified by the Articles and Bylaws; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles and Bylaws on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If

such conflict necessarily results, however, Declarant intends that the provisions of Declaration control anything in the Articles or Bylaws to the contrary.

SECTION 7. TOTAL OR PARTIAL DESTRUCTION OF IMPROVEMENTS. In the event of a total or partial destruction of any improvements on the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the owners entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, the Owners of 75% of the Lots elect to rebuild.

Cont.

SECTION 19. MUNICIPAL WATER & SEWER POLICY. All platted lots in LOOKOUT POINTES Subdivision, Phase I shall be provided municipal sewer service by the TOWN OF CHAPIN, the regional sewer service provider, pursuant to agreement with the Developer as authorized by Lexington County Ordinance 87-12. No individual Septic Tanks or Drain Fields shall be permitted on any lot, unless expressly authorized by the Municipality. The Subdivision Water System shall be owned and operated by the Town. The Municipality, its agents, successors, or assigns, shall have the right of access to all portions of the Municipal Water and Sewer System located within the Subdivision, in accordance with easements as reserved by the Developer herein, and as shown on all recorded plats. The owner of each lot shall be subject to all sewer charges assessed upon the Subdivision by Ordinance and by contract between the Developer and the Municipality, including uniform "Sewer Availability Fees" assessed upon each unimproved platted lot, "Water Impact Fees" for well capacity, and "Water and Sewer User Fees" assessed upon each improved lot upon issuance of a Building Permit. Such charges shall constitute a lien upon the property assessed, and such lien shall be superior to all other liens except liens for unpaid property taxes, as authorized by statute.

PURCHASE OF TAPS. Water and Sewer Tap Certificates shall be purchased by individual Lot owners pursuant to an Exclusive Tap Sales Agreement between the Town and the Developer, at the standard cost set by Town Ordinance. If not purchased from the Developer upon purchase of the lot, Water Tap Certificates shall be purchased from the Town of Chapin by individual lot owners not later than the issuance of a Building Permit by Lexington County.

IN WITNESS WHEREOF, the Declarant have 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 the 25 day of November, 1996.

Executed and declared in the presence of:

Sandra Dooley Park
Witness
Shannon J. Smith
Witness

LOOKOUT POINTES DEVELOPMENT CO.

Dale S. Ness
BY: DALE S. NESS, AS PRES.
THE NESS COMPANY, INC. -
General Partner

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF LEXINGTON

Personally appeared before me the undersigned witness, who says on oath that (s)he saw the within named Lookout Pointes Development Co., by its duly authorized agent(s) sign, seal and deliver the within written instrument and that (s)he with the other witness, witnessed the execution thereof.

Sworn to before me this
25 day of November, 1996

Shannon J. Smith
Notary Public of South Carolina
My Commission Expires: 12-19-2003