

6857-070-144

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Emmett F. Brooks - Clerk of Court
Greenwood County Courthouse 000012295

DECLARATION OF RIGHTS, RESTRICTIONS
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO KARLIE HILL

WHEREAS, Three AM, LLC, a South Carolina Limited Liability Company ("Declarant"), is the owner of certain land in Greenwood County, South Carolina, on which it has developed Townhouses known as Karlie Hill more fully described on Exhibit A (the "Land"); and

WHEREAS, Declarant wishes to declare certain restrictive covenants affecting the Land.

NOW, THEREFORE, the Declarant hereby declares that the covenants contained herein shall be covenants running with the Land and shall apply to the lands described on Exhibit "A" attached hereto and to such other lands as may be subjected from time to time by the Declarant to this Declaration.

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ARTICLE I
DEFINITIONS

Deliver To: WATSON

The following words and terms when used in this Declaration or any amendment hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (a) "Association" shall mean and refer to Karlie Hill Homeowner's Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.
- (b) "Common Property" shall mean and refer to certain property which is deeded to the Association for the use and benefit of its Members and any personal property acquired by the Association. All Common Property is devoted to and intended for the common use and enjoyment of the Owners, residents and their guests. The Common Property is also shown on a plat filed for record contemporaneously herewith.
- (c) "Declarant" shall mean and refer to Three AM, LLC, its successors and assigns
- (d) "Declaration" shall mean and refer to this Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions Applicable to Karlie Hill.
- (e) "Declaration of Covenants, Etc." shall mean and refer to the Declaration of Covenants and Restrictions providing for Karlie Hill Homeowner's Association, Inc., of even date herewith.
- (f) "Lot" shall mean and refer to those portions of the Property upon which Declarant has constructed a Townhouse for sale, use and occupancy as a single-family residential dwelling in conformity with the terms of this Declaration and the Declaration of Covenants, Etc. as will be shown, with respect to the Land, on a plat which will be filed of record by Declarant prior to the conveyance of the first Townhouse to the purchaser thereof.

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Greenwood County, SC

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- (g) "Owner" shall mean and refer to the owner (including the Declarant) as shown by the real estate records in the Office of the Clerk of Court for Greenwood County, whether one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot and Townhouse located within Karlie Hill but, notwithstanding any mortgage or deed to secure debt, the term "Owner" shall not mean or refer to the mortgagee or grantee in a deed to secure debt, its successors or assigns, unless and until such mortgagee or grantee in a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner or purchaser identified in a contract of sale.
- (h) "Karlie Hill" shall mean and refer to the Lots, the Property and the Common Property
- (i) "Property", unless the context shall otherwise require, shall mean and refer to that tract or parcel of land described on Exhibit A, together with all improvements thereon, and, upon Declarant's submission of additional real property to the provisions of this Declaration, the term "Property" shall also mean and refer to such additional property described on any amendment to this Declaration.
- (j) "Townhouse" or "Family Dwelling Unit" shall mean a single family dwelling unit on any Lot.

ARTICLE II
COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS
APPLICABLE TO ALL LOTS IN KARLIE HILL

- A Purpose. The primary purpose of this Declaration and the foremost consideration in the origin of same has been the creation of a fee simple townhouse development which is aesthetically pleasing and functionally convenient.
- B Residential Use. Each Lot and Townhouse shall be used exclusively for residential purposes. No business or commercial activity of any nature shall be maintained or conducted in any Townhouse, including by way of illustration and not by way of limitation, telephone answering services, manufacturers' representatives, interior decorating services, and such other activities; as do not directly constitute or necessitate the transfer of goods or merchandise from, in or about a Townhouse. However, until such time as Declarant has sold all of the Lots in Karlie Hill, it may use any Townhouse which it owns as a model unit or as a sales office.
- C Permitted Structures. No structure shall be erected, placed or permitted to remain on any Lot other than:

- 1 One single family Townhouse to be used as a Family Dwelling Unit;

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2. Landscaping structures of the type compatible with the Townhouses built in Karlie Hill including, but not limited to, garden walls, walks, fences, driveways, and parking areas;
3. Roof or gable mounted satellite dish not exceeding 18" in diameter and not being visible from any private street owned by the Association.
4. Carport cover of a style, design and manufacture approved by the Declarant.

D. Architectural Approvals.

1. Alterations to Townhouses: No Owner shall make modifications or alterations to a Townhouse which affect the structural integrity or soundness of the improvements located on the Lot or Property without previously obtaining the written approval of the Association. No screen enclosures of outside balconies, ground terraces, or patios shall be permitted on any Lot without the written approval of the Association. Changes to the interior of a Townhouse which do not affect the structural integrity or soundness of the improvements located on the Property may be made without the approval of the Association.
2. Landscaping Alterations: No Owner shall make alterations, modifications, or changes to the landscaping including, but not limited to, the removing, planting or placing of trees, shrubbery, bushes, grass or ground cover, or the construction or removal of walls, fences, foundations, pools, ponds, streams, gardens, decks, or patios without first obtaining the written consent of the Association; provided, however, if trees or shrubbery located on a Lot should die, the Owner shall be responsible for its removal, and the Owner shall, at his expense, replace dead trees or shrubbery with reasonably similar trees or shrubbery; provided, however, that any such replacements may be of a lesser age or maturity.
3. Procedure for Seeking Consent of Association. In order to obtain the consent of the Association required by this Article II, an Owner shall submit to the President of the Association a written request describing the modification, alteration, or change which the Owner desires to make. Such request shall be accompanied by full and complete plans and specifications, a site plan, a work schedule and list of those who will be performing the work for the alteration, modification or change which the Owner desires to make. The Association shall, in writing, grant or deny a request for its consent within sixty (60) days after receiving a written request from the Owner. If the consent requested is not granted or denied in writing within the sixty (60) day period, then the Association shall be deemed to have given its written consent as requested by the Owner.
4. Discretion of Association in Granting Consent. The Association may grant or deny its consent hereunder upon any ground including purely aesthetic considerations, which the Association, in its discretion, deems sufficient.

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- E. Antennas, Air Conditioning Units and Other Objects Located Outside of Townhouse. No Owner shall install or permit to be installed television or radio antennae, window or roof-top air conditioning units or similar machines or objects outside of the Owner's Townhouse or which protrude through the walls or roof of a Townhouse.
- 1 The provisions of this paragraph shall not prohibit the Declarant from installing or having installed equipment necessary for a master antenna system or Community Antenna Television (C.A.T.V.) or other similar systems; and
 - 2 Should C.A.T.V. services be unavailable and good television reception not be otherwise available, an Owner may make written application to the Declarant for permission to install a television antenna and such permission shall not be unreasonably withheld.
- F No Signs. Except for the rights given Declarant under the Declaration of Covenants, Etc., no signs, advertisements, or notices shall be erected, exhibited, maintained, inscribed, painted or affixed on any portion of a Lot or on any Townhouse by anyone including, but not limited to, an Owner, a Realtor, a contractor, or subcontractor, except with the prior written consent of the Association or except as may be required by legal proceedings. If such consent is granted, the Association shall have the right to restrict the size, color and content of such signs. One sign of not more than five (5) square feet advertising a Lot for sale may be exhibited or maintained during the period that the Lot is for sale without consent of the Association.
- G. No Burning. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot.
- H. Pets. Except as permitted in this Section, no animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot; provided, however, the Owner may be permitted to keep no more than two (2) domestic household pets (i.e. dogs or cats) on a Lot. In the event that pets are kept on a Lot, pets shall not be kept, maintained or bred for any commercial purposes and must be secured by a leash or lead at any time they are permitted outside a Townhouse. In no event shall an Owner maintain on a Lot any pet which constitutes a nuisance or causes distress to other Owners by barking, howling, whining, biting, scratching or damaging property.
- I. No Outbuildings or Temporary Structures. No mobile home, tent, barn, shed, pet pen, pet house, green house, or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently. No structure of a temporary character shall be placed upon any Lot at any time.

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- Y. **Parking of Vehicles.** No vehicle of any type (including, but not limited to, boats, trailers, trucks, busses, motor homes, recreational vehicles, motor scooters, go carts, and campers) other than conventional automobiles, motorcycles, and pick-up trucks shall be parked or maintained on any Lot or other portion of the Property except as the Association shall permit in an area specially designated for such purpose. None of the aforesaid vehicles shall be used as a living area while located on the Property nor shall any of the aforesaid vehicles be repaired or serviced on any portion of the Property. Each Lot shall be entitled to no less than two (2) assigned parking spaces.
- K. **Activities Causing Disorderly Conditions.** The pursuit of hobbies or other activities which might lead to disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any Lot.
- L. **Disturbing Others.** Each Owner shall be responsible for and shall regulate the occupancy and use of the Owner's Lot and Townhouse so as to not unreasonably disturb other residents of Karlie Hill or to interfere unreasonably with the peace and enjoyment of the other Lots and Townhouses by the Owners thereof. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on a Lot which creates an annoyance or nuisance to the Owners or residents within Karlie Hill. No Owner shall (i) allow any disturbing noises on such Owner's Lot or (ii) interfere with the rights, comforts, or conveniences of other Owners. No Owner shall permit any musical instrument to be played or any phonograph, television, radio or other sound-making equipment to be operated on such Owner's Lot at a volume which disturbs or annoys other residents of Karlie Hill.
- M. **Rubbish and Trash.** No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall be stored only temporarily awaiting pickup and must be kept in adequate sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition.
- N. **Maintenance of Townhouse Exterior and Landscaping.** Each Owner shall maintain in good condition the exterior, and roof of his Townhouse and the landscaping of his Lot.
- O. **Interior Window Coverings.** All interior window coverings as viewed from the exterior shall be white or off-white in color.
- P. **Mailboxes.** No mailbox shall be erected or installed on any Lot unless the Owner shall have received prior written consent from the Declarant as to the design, style and location of the mailbox.

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ARTICLE III
INSURANCE AND RECONSTRUCTION

- A. Owner Must Provide Insurance. Each Owner shall, at his expense, insure his Townhouse and all other insurable improvements on his Lot in an amount of not less than the current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by standard extended coverage endorsements, including vandalism, malicious mischief, windstorm and water damage.

ARTICLE IV
ADDITIONAL RESTRICTIONS

In order to protect the natural beauty of the vegetation, topography, and other natural features of the Property, the following environmental controls are hereby established:

- A. Topographic and vegetation characteristics of the Property shall not be altered by removal, reductions, cutting, excavation or any other means without the prior written approval of the Declarant. Written approval will be granted only after a plan designed to prevent erosion, or other unsightly or destructive processes from occurring has been submitted to and accepted by the Declarant. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in the plans and specifications approved pursuant to the provisions of Paragraph D of Article II of this Declaration.
- ~~B.~~ No trees, shrubs, ground cover, or other vegetation may be removed from any Lot without written approval of the Declarant. Approval for the removal of trees located within ten (10) feet of a Townhouse will be granted unless such removal will substantially decrease the beauty of the Property.
- C. In order to implement effective and adequate erosion control and protect the purity and beauty of the Property, the Declarant, its successors and assigns, and its agents shall have the right to enter upon any portion of the Property for the purpose of performing any grading work or constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements has commenced on such Property or the soil thereof has been graded. Provided, however, that for the purpose of performing any grading work or constructing or maintaining erosion prevention devices, the Declarant, its successors and assigns, shall give the Owner of that portion of the Property the opportunity to take any corrective action required by giving said Owner notice indicating what type of corrective action must be taken by the Owner. If said Owner fails to take the specified corrective action immediately, the Declarant shall then exercise its right to enter upon that portion of the Property and take the necessary corrective action. The cost of such erosion prevention measures when performed by the Declarant shall be kept as low as reasonably possible. The cost of such work, when performed by the Declarant, its successors and assigns, shall be paid by the Owner of that

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portion of the Property on which the work is performed. The provisions of this Paragraph shall not be construed as an obligation on the part of the Declarant to perform grading work or to construct or maintain erosion prevention devices.

- D. In order to implement effective insect, reptile, wildlife and woods fire control, the Declarant and its agents have the right to enter upon any portion of the Property on which no landscaping plan has been implemented, for the purpose of moving, removing, clearing, cutting or pruning underbrush or weeds or other growth which, in the opinion of the Declarant, detracts from the overall beauty or safety of Karlie Hill. The cost of vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the Property on which the work is performed. The Declarant and its agents may likewise enter upon such portions of the Property and remove any trash which has collected. Such entry shall not be made until thirty (30) days after the Owner of the Property has been notified in writing of the need of such work, and unless such Owner fails to perform the work within said thirty (30) day period. The provisions in this Paragraph shall not be construed as an obligation on the part of the Declarant to mow, clear, cut, maintain or prune the Property, to provide garbage or trash removal services, or to provide water pollution control on any Lot.
- E. In addition, the Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under any portion of the Property to dispense pesticides and take other action which in the opinion of the Declarant is necessary or desirable to control insects and vermin.
- F. Reconstruction or Repair of Damaged Townhouses. If any Townhouse shall be damaged by casualty, the Owner of such Townhouse shall promptly reconstruct or repair it so as to restore such Townhouse as nearly as possible to its condition prior to suffering the damage. All such reconstruction and repair work shall be done in accordance with plans and specifications approved by the Association. Encroachments upon or in favor of Townhouses or Lots, which may be necessary for or created as a result of such construction or repair, shall not constitute a claim or basis of a proceeding or action by the Owner on whose Townhouse or Lot such encroachment exists, provided that such reconstruction or repair is done substantially in accordance with the plans and specifications approved by the Association or as the building was originally constructed. A number of Townhouses constructed on the Lots appear from the exterior to have a common party wall with the Townhouse or Townhouses constructed on contiguous Lots. However, all Townhouses have been constructed with separate exterior stud walls where there appears to be a party wall. The boundary line between these Lots runs along the air space between such Townhouses. This air space has been concealed on the exterior by covering it with the fascia boards which are common to both Townhouses. The exterior of the two walls on either side of this small air space are unfinished so that if one of the townhouses is destroyed and not rebuilt, an unsightly condition will exist. Therefore, if a structure is destroyed in whole or in part, and the Owner thereof elects not to rebuild, such Owner shall be responsible for the cost of finishing the exterior of those walls on

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contiguous Townhouses which are unfinished and which are exposed to view as the result of such destruction. The finish placed on these exterior walls shall be subject to the approval of the Declarant and shall be compatible with the finish of the other visible exterior walls of the structure. In addition, the Owner of the damaged or destroyed structure shall be responsible for the cost of immediately weatherproofing the exposed unfinished walls of contiguous Townhouses if that is necessary.

- G. Decision Not to Reconstruct. An Owner shall not be required to reconstruct a damaged Townhouse if 60% or more of the Townhouses in Karlie Hill are rendered uninhabitable by such damage.

ARTICLE V ADDITIONAL PROVISIONS

- A. Basement for Encroachment. If any portion of a Townhouse now encroaches upon any other Townhouse or Lot as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, there shall exist a valid easement for these encroachments and for the maintenance of same so long as the buildings stand.

B Term

- 1 All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the Land and shall be binding on all grantees of the Declarant and persons claiming under them, specifically including, but not limited to, their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration, after which time all of said covenants shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. There shall be no renewal or extension of the term of this Declaration, if, prior to the expiration of the initial twenty (20) year period, or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by the Owners of a majority of the Lots has been recorded agreeing to terminate this Declaration upon the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.
2. This Declaration of Rights, Restrictions and Affirmative Obligations shall not be subject to the Rule Against Perpetuities or any rule of law with respect to restriction on the alienation of property or remoteness of vesting of property interests. In the event, however, that the Rule Against Perpetuities, or any rule of law with respect to restriction on the alienation of property or remoteness of vesting of property interest, shall limit the duration of this Declaration, then this

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Declaration shall be valid and enforceable only within the period of time permitted for such validity or enforceability by the Rule Against Perpetuities or such other rule of law, which period of time shall be measured as that period commencing on the date of this Agreement and terminating on the date which is twenty-one (21) years from and after the date of the death of the last blood descendant of Her Majesty Queen Elizabeth II, Queen of the United Kingdom, living at the time this Declaration is executed.

- C. **Enforcement of Covenants.** In the event of a violation or breach of any of the restrictions contained herein by any Owner or agent or tenant of such Owner, the Owners of Lots in Karlie Hill, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof and to prevent the violation or breach of any such covenant. In addition to the foregoing, Declarant or the Association shall have the right, whenever there shall have been built or put in place on any Lot in Karlie Hill any structure or landscaping in violation of the restrictions, to enter upon such Lot where such violation exists and summarily abate or remove the same at the expense of the Owner if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.
- D. **Liability of Association.** The Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of, or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Association whether given, granted or withheld.
- E. **Severability.** Should any covenant or restriction herein contained, or any article, section subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, which are hereby declared to be severable and which shall remain in full force and effect.
- F. **Reservation of Easements.**
- 1 The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the Property and every Lot to erect, maintain and use electric service, community antenna televisions, and telephone poles, wires, cables, conduits, drainage ways, sewers, storm sewers, water mains, sprinkler systems, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, storm drainage or other portions of such Property as may be reasonably required for

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utility purposes; provided, however, that no such utility easement shall be applicable to any portion of such Property as may have been used prior to the installation of such utilities for construction of a building or such portion of the Property as may be designated as the site for a Townhouse. These easements and rights expressly include the right to cut trees, bushes and shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to locate wells, pumping stations, siltation basins, retention and detention ponds, and tanks within Karlie Hill in any open space or any portion of the Property designated for such use on the plat of the Property, or to locate same upon any portion of the Property. Such rights may be exercised by a licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Following the installation of any utility apparatus or other improvement on any portion of the Property pursuant to the provisions of this Paragraph, the Declarant shall restore such portions of the Property as nearly as is reasonably possible to its condition immediately prior to such installation.

2. Also reserving unto the Declarant, its successors and assigns, the right to use and enjoy, in common with the Association, and each Owner of a Lot, a non-exclusive easement in perpetuity for vehicular and pedestrian traffic in, over, upon and across those strips of land shown as streets on plats of Karlie Hill recorded in the the Office of the Clerk of Court for Greenwood County in Plat Book 120 at page 89; the easements hereby reserved unto the Declarant are an appurtenance to the other lands now owned by the Declarant or hereafter acquired by the Declarant for the purpose of allowing the Declarant, its successors and assigns, vehicular and pedestrian access to and ingress and egress to and from other property of the Declarant, together with a non-exclusive easement in perpetuity in favor of the Declarant, its successors and assigns, over, across and through the Property for the installation and maintenance of sanitary sewer lines and appurtenant facilities, water lines, electric and power lines and all other utility lines, pipes and appurtenant facilities and structures necessary to connect to and extend utilities for sanitary sewerage, water, telephone, natural gas, electrical and cable television for the benefit of and as an appurtenance to other lands of the Declarant which may be developed by the Declarant. The easement hereby reserved includes areas reasonably necessary to construct, install, maintain, repair and replace the utility lines and structures and appurtenant facilities on the Property.

- G. Entry/egress easements as shown on the final plat for Karlie Hill shall be operated and maintained by the Association even though such easements may fall on the Lots. No homeowner shall deny the Association appropriate use of these easements.

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H. Sprinkler System. All permanent sprinkler systems shall be owned, operated and maintained by the Association. No Owner shall deny the Association water use for sprinklers.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on September 2, 2003.

Signed, sealed and delivered
in the presence of:

Three AM, LLC

Glenda Spiller
Witness

By

[Signature]
Member or Manager

[Signature]
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on September 2, 2003 by Three AM, LLC by the above Member or Manager

[Signature]
Notary Public for South Carolina
My commission expires 1-3-11

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 Fee:10.00 State:0.00
 County:0.00 Exempt:-----
 Emmett F. Brooks, Clerk of Court
 Greenwood County, SC

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Deliver To: WATSON

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

) KARLIE HILL TOWNHOUSES - Phase II
)

SUBMISSION OF ADDITIONAL PROPERTY TO THE PROVISIONS OF

- (1) Declaration of Covenants and Restrictions for Karlie Hill Townhouses dated September 2, 2003 recorded in Deed Book 804 at page 26.
- (2) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Karlie Hill dated September 2, 2003 recorded in Deed Book 804 at page 43.

Pursuant to Article I (j) of the Declaration of Covenants and Restrictions for Karlie Hill Townhouses and pursuant to Article I (I) of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Karlie Hill, Three AM, LLC, a South Carolina Limited Liability Company ("Declarant") hereby submits the following property to the provisions thereof:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Greenwood, State of South Carolina, designated as **Karlle Hill Townhouses, Phase II**, as shown on plat of survey by Heaner Inc dated February 12, 2004 recorded in Plat Book 122 at page 18, which property consists of Units 19-36 more fully described thereon, with the remainder of the property hereby being Common Property as defined in the above documents.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on March 1, 2004.

Signed, sealed and delivered
 in the presence of:

Three AM, LLC

Witness

Witness

By

Member or Manager

1/1/2004 / 1/1/2004

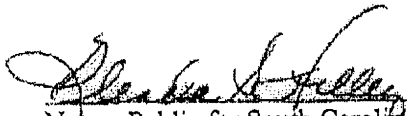
STATE OF SOUTH CAROLINA)

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ACKNOWLEDGMENT

COUNTY OF GREENWOOD)

The foregoing instrument was acknowledged before me on March 1, 2004 by Three AM, LLC by the above Member or Manager


Notary Public for South Carolina
My commission expires 8-7-05