

RU-53

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For Amendment Filed 9/10/08 See Book RV pg 913 Book RV pg 913 Book RV pg 913 Book RV pg 913 Book RV pg 913

The within Restrictions recorded this 28 day of August 2002 in Book RV Page 330 Betty Jo Beckham Clerk of Court at Common Pleas & General Sessions Fairfield County, S. C.

AUG 28 10 43 AM '02 FAIRFIELD COUNTY CLERK OF COURT BETTY JO BECKHAM

DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS, LIMITATIONS, EASEMENTS, AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO SINGLE-FAMILY RESIDENCE AREAS IN WETSTONE LANDING, A SUBDIVISION LOCATED IN FAIRFIELD COUNTY, SOUTH CAROLINA

ARTICLE I - RECITAL OF PURPOSE

Diamond Pointe, LLC of Great Falls, South Carolina, (herein called "Declarant") is the holder of title in fee simple to the subdivided tracts of land described in Exhibit "A" of this Declaration, all of which are part of a subdivision known as "Wetstone Landing" (herein called "subdivision"), situated in Fairfield County, South Carolina. Declarant desires and intends by this Declaration to create an enforceable plan of covenants and restrictions to control the development, improvement, and use of the subdivided tracts of land described in Exhibit "A", and of any contiguous and surrounding property which hereafter may be subjected to this plan of land use in accordance with the provisions of Article III.

ARTICLE II - DEFINITIONS

Certain terms when used in this Declaration shall have the following meanings unless the context clearly requires a different meaning:

2.1 The term "lot" shall mean any numbered parcel of

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land shown on a recorded plat of a subdivided section of land which is now or hereafter subjected to the covenants and restrictions set forth in this Declaration.

2.2 The term "Declaration" shall mean this instrument when it is used without other reference or identification.

2.3 The term "these covenants" shall mean all of the covenants, land use restrictions, conditions, limitations, easements, and affirmative obligations set forth in this Declaration.

2.4 The term "Wetstone Landing" shall mean a certain residential subdivision in Chester and Fairfield Counties, South Carolina, to be developed by the Declarant, and initially to be composed of the subdivided tracts of land described in Exhibit "A" of this Declaration.

2.5 The term "Declarant" shall mean Diamond Pointe, LLC as the owner and developer of Wetstone Landing and the declarant of these covenants and restrictions.

2.6 The term "The Wetstone Landing Architectural Review Committee" (herein called Architectural Review Committee) shall mean that body of individuals to whom Declarant may delegate its rights to exercise prior approval over all houses, structures, and improvements erected, placed, or altered in Wetstone Landing.

ARTICLE III - IMPOSITION OF COVENANTS

Declarant, by executing and entering this instrument of record, publishes and declares that the subdivided tracts of land which are described in Exhibit "A" shall hereafter be owned, oc-

occupied, used, conveyed, encumbered, leased, and improved in accordance with the covenants, restrictions, conditions, limitations, and affirmative obligations set forth in this Declaration, all of which shall be deemed covenants and obligations running with the land.

ARTICLE IV - GENERAL COVENANTS, RESTRICTIONS, AND EASEMENTS

4.1 All lots affected by these covenants shall be used for residential purposes exclusively. The only structures to be erected, altered, placed or permitted on any lot shall be one (1) single-family detached dwelling, not exceeding two (2) stories above ground level in height, and one (1) small accessory building, which may include a detached garage, guest room, storage room, or servant's quarters; provided, however, that accessory buildings will be permitted only if the additional building does not crowd the site, and only if the accessory building is of consistent architectural style with the main building and is not constructed prior to the main building. All construction on lots in the subdivision shall meet all applicable building codes or other statutes or other regulations governing such construction.

4.2 Notwithstanding the provisions of Paragraph 4.1, the owner of any lot affected by these covenants may use a portion of the residence erected on his lot as an office if such usage does not create or result in customer or client traffic to and from the lot. Furthermore, houses may be used as models for sales promotion, and such usage shall not be prohibited by Paragraph 4.1.

swimming pool, pet pen, or structure of any kind shall be erected, or altered subsequent to being erected, upon any lot until the proposed plans (including front, side, and rear elevations), specifications (including a complete description of all materials and interior furnishings), exterior colors and finishes, site plan (including the site location of any proposed building or structure, as well as patios, driveways and parking areas), and landscaping plan (including size, type, and location of all plants, trees, and ground cover) have been approved in writing by the Architectural Review Committee. The plans, specifications, and site location of any proposed improvements may be rejected or conditionally approved upon any reasonable grounds which the Committee in its sole discretion shall deem desirable for the orderly, harmonious, and aesthetic development and use of land in the subdivision. One copy of the proposed plans, specifications, and plot plan shall be submitted to the Architectural Review Committee for review and for retention with its permanent records. If the Architectural Review Committee fails to grant, deny, or conditionally approve proposed plans within thirty (30) days following receipt of all items required by this paragraph, the provisions of this paragraph shall be deemed to have been waived and approval shall be deemed to have been granted.

4.4 In order to assure that every building or structure will be located such that views, privacy, and ventilation will be maximized to the extent practicable for all residences, no building shall be located on any lot closer than fifty (50) feet to any front street line, nor nearer than twenty (20.0) feet to any side

lot line, nor nearer than ten (10.0) feet to any rear lot line. Architectural Review Committee, in its sole discretion, may waive or vary the requirements of this paragraph if strict enforcement thereof would result in undue hardship on any lot owner.

4.5 No house will be approved for construction by the Architectural Review Committee unless it is designed to contain a minimum number of square feet of heated interior space. If the house is to be composed of a single story, it must contain 1800 square feet of heated interior space. If the house is to be composed of a two stories, it must contain 2200 square feet of heated interior space, the ground level or first story must contain at least 1200 square feet. If the house is to be composed of a story and one-half, (or a split level), it must contain 2000 square feet of heated interior space, the ground level or main floor must contain at least 1000 square feet. The term "heated interior space" shall not be interpreted to include accessory buildings, terraces, decks, open or screened porches, and any basement or upper level which is not actually served by heating and air conditioning and is not accessible to the main living areas by a permanent fixed stairway.

4.6 In construction of a residential dwelling, every lot owner shall provide space for automobile parking off public streets in accordance with standards established by the Architectural Review Committee, and such parking space shall be completed prior to occupancy.

4.7 The exterior of all houses, accessory buildings, and other structures must be complete within one (1) year, except where

completion is impossible or would result in hardship to the lot owner or builder due to strikes, fires, severe material shortages, national emergency, or natural calamity.

4.8 No mobile home, trailer, or other home which is substantially assembled prior to location on any lot, and no structure of a temporary character, shall be placed on any lot at any time, either temporarily or permanently, except for construction trailers and sheds during the actual construction of improvements thereupon. No building may be moved onto any lot from another location and no modular homes may be placed on any lot without without the express written consent of the Architectural Review Committee, which consent, in its sole discretion, may be withheld.

4.9 In construction of a residential dwelling, every lot owner shall provide screened or enclosed areas in which garbage receptacles, fuel tanks and similar storage receptacles shall be installed.

4.10 No lot shall be subdivided, nor its boundary lines altered, except with the prior written consent of Declarant. However, the right is reserved to Declarant to replat any lot or lots owned by it and shown on plats of subdivided sections made subject to these covenants, together with the right to relocate easements, roads, streets, walkways, docks, bridges, parks, open space areas, recreational facilities, and other amenities to conform to the revised boundaries of the replatted lot or lots. In no event shall lot boundaries be altered such that any new lot is more than fifty (50%) per cent smaller in total area than the

smallest lot on the initially recorded plat of that subdivided section. The provisions of this paragraph shall not prohibit the combination of two (2) or more contiguous lots into one (1) larger lot. After the combination of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in application of these covenants. In all other cases where lot boundaries are altered by or with permission of Declarant, easements running along the original boundaries shall be deemed extinguished and replaced by similar easements running along the revised boundary lines.

4.11 No nuisance, or noxious, or offensive activity shall be conducted on any lot. Nor shall anything be done on any lot tending to cause discomfort or annoyance to the neighborhood. No plants, animals, machines, or devices of any kind whose normal activity or existence is dangerous, unsightly, unsanitary, or unpleasant shall be maintained on any lot. All animals owned by a lot owner or kept upon any lot, shall be so confined or restrained as not to go beyond the boundaries of such lot.

4.12 Every lot owner shall bear the affirmative duty of preventing his lot and residence from becoming unkempt, unsightly, or unclean, and thus detracting from the beauty and setting of the subdivision.

4.13 There shall be no clear-cutting of trees on any lot in the subdivision without the express written permission of the Architectural Review Committee.

4.14 Declarant reserves unto itself, its successors, assigns, and licensees, a perpetual and assignable easement and

right of way on, over, and under every lot, extending fifteen (15) feet in width along the front and rear boundary lines and seven feet six inches (7.5 feet) in width along each lateral boundary line of each lot, to be used for installation, operation, and maintenance of electric and telephone wires, cables, conduits, and accessory equipment, for water and sewerage pipes, mains, pumps, and related facilities, for storm drainage and drainways, for gas lines, for sidewalks or nature paths, for access to shared docks, and for use or conveyance of other utilities serving the public convenience. The easements reserved hereby shall expressly include the right to cut or trim trees, bushes, or shrubbery, to grade ground surface areas, to cut ditches and trenches, and to take similar actions reasonably necessary to provide safe, economical, and attractive utility services. Declarant further reserves the right to locate wells, pipes, pumping stations, collection basins, and mains within the subdivision in any open space or on any common property, or upon any private lot with the permission of the then owner.

4.15 No satellite dish in excess of eighteen inches in diameter, antenna, or other equipment or device for the receiving or transmission of communication or electronic media, whether a radio, television, or other media, shall be permitted on any lot. The Declarant or the Architectural Review Committee may waive or vary the requirements of this paragraph upon such terms as may be deemed appropriate provided that the prohibited structure is so located or concealed that it will not detrimentally affect the aesthetic beauty of the subdivision.

4.16 The following activities are specifically prohibited within the subdivision:

- (a) The use of firearms or fireworks;
- (b) The use of trail bikes, go-carts, or other "off road" or "all terrain" vehicles;
- (c) The maintenance of any trade or business activity except as set forth in Paragraph 4.2 above;
- (d) The keeping or maintenance of any livestock or any animal not generally considered a household pet, or the keeping or maintaining of any animal or animals in such a manner as to cause a nuisance or disturbance to the subdivision;
- (e) The erection or maintaining of any sign, advertisement or billboard; provided, however, a "for sale" sign not exceeding 24" x 36" in size may be used for the marketing of lots or residences;
- (f) The maintenance or keeping of large trucks, campers, motor homes or boats which may be seen from the street.

4.17 All free-standing mail boxes for rural delivery located on lots affected by these covenants shall be constructed in accordance with standards established by Declarant or by the Architectural Review Committee.

4.18 All drains or culverts placed under driveways shall be faced with stone or brick retaining walls to prevent erosion, and all such walls shall conform to design standards set by Declarant or by the Architectural Review Committee.

4.19 Prior to occupancy of a residence, proper provisions shall be made to supply the residence with water. No private water

wells may be drilled or maintained on any lot if a water distribution line with pressure adequate for normal household use exists within fifty (50) feet of such lot or if such a line is to be installed within seven (7) days following completion of the residence. If such distribution line does not exist or is not planned for installation within the prescribed period of time, a private well may be drilled by the lot owner. If a private well is drilled, its use will be permitted only so long as water distribution lines have not been installed within fifty (50) feet of such lot. Within ninety (90) days following the installation of an accessible distribution line, use of the previously existing well for household water shall be discontinued and water lines on the lot shall be connected to the distribution lines. The previously installed well may continue to be used for irrigation of the lot.

4.20 By the purchase or ownership of any interest in any lot which is subject to these covenants, the owner or owners thereof acknowledge and agree that there is no adequate remedy at law for the enforcement of these covenants and that any of these covenants may be enforced by appropriate action for injunctive relief, including mandatory injunctive relief, commenced in the Court of Common Pleas for the county wherein the property is located. Such owner or owners further agree that the prevailing or successful party in any such action shall be entitled to recover, and have the Court award, reasonable attorney's fees and costs associated with such action.

ARTICLE V - ARCHITECTURAL REVIEW COMMITTEE

5.1 The Architectural Review Committee shall be composed initially of those persons appointed by Declarant. As the development progresses, Declarant, in its discretion, may enter into an agreement or arrangement with representative lot owners, realtors, building contractors, and other qualified and interested persons, and may change the composition of the Committee to include such persons. If it so chooses, Declarant may delegate any part, or all of the discretionary authority and rights of review and approval reserved to Declarant in this Declaration to the Architectural Review Committee.

5.2 The membership of the Architectural Review Committee shall be no less than three (3) in number. The number of members and the term of each shall be decided by Declarant. The Committee shall elect from among its members a Chairman and a Secretary. Minutes of meetings shall be recorded, and all material decisions of the Committee shall be communicated to the parties affected in writing. The Committee from time to time may adopt procedures and regulations, consistent with these covenants, for the administration of its business. All such regulations shall be reduced to writing and publicized or made known to all affected thereby. The Committee shall meet at regular intervals to be determined by the members, but at least once every six months.

5.3 In its review and approval of proposed construction in the Subdivision, the Architectural Review Committee may require:

(i) preliminary submission of floor plans, site plans, and elevations; (ii) stake-out of the house or structure on the lot; (iii) landscaping plans; (iv) final submission of working drawings, specifications, exterior materials and color selections; (v) construction schedule; and, any other documents or material related to construction in the Subdivision. The Architectural Review Committee shall have full discretionary authority to approve, reject, or conditionally approve any of the foregoing on any reasonable grounds related to development or preservation of orderly, harmonious, aesthetic, and environmentally sound conditions in the Subdivision.

ARTICLE VI - OPEN AREAS AND RECREATIONAL FACILITIES

6.1 Declarant may, in Declarant's sole discretion, designate or dedicate certain areas within the subdivision as "common areas", "green areas", or the like for the benefit and use of all lot owners for recreational purposes. Such areas may be designated for use as walking trails, common docks, lakes, riding trails, tennis courts, or other amenities to be constructed by Declarant, in Declarant's sole discretion. Declarant may also undesignate the designated areas if he so desires.

6.2 If Declarant constructs and maintains any such amenities, Declarant reserves the right to charge a reasonable monthly maintenance fee for the maintaining and improving of such amenities. Each person purchasing an interest in any lot in the subdivision agrees by such purchase to pay such reasonable monthly fee, and such fee shall constitute a lien upon said owner's lot

until paid in full.

6.3 In the event Declarant provides or constructs the amenities referred to herein, Declarant may, in Declarant's sole discretion, and at such time as Declarant may deem it prudent, transfer, convey and assign to a homeowner's association, or similar organization, title to the amenities and any duty to maintain and control such amenities.

6.4 Declarant specifically reserves the right to abandon, terminate, or cease to provide or maintain any of the amenities referred to herein, which may be established or provided by Declarant in the event the owners of lots in the subdivision fail or refuse to assume the ownership and maintenance of such amenities after request to do so by Declarant.

6.5 By acceptance and use of the facilities or amenities referred to in this Article, lot owners agree to indemnify and hold Declarant, and Declarant's agents, harmless from any claim, action, damage or cause of action for any injury or damage arising out of, or on account of the use of such amenities or the provision, maintenance, or construction of such amenities by Declarant.

6.6 This property extends to the property owned by South Carolina Electric and Gas Company, which property forms a vegetative buffer for Lake Monticello. The buffer area and the lake are under the control of South Carolina Electric and Gas Company and its lake management office. All lot owners understand and agree that they are subject to the restrictions, rules and regulations concerning the use of the lake and its adjoining buffer

area.

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ARTICLE VII - GENERAL PROVISIONS

7.1 All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding upon all persons, firms, and corporations owning any interest in the lands now or hereafter affected by this Declaration for a period of twenty-five (25) years from the date on which this Declaration is entered of record. On the twenty-fifth anniversary date of the recording of this Declaration, all covenants, restrictions, and affirmative obligations set forth in this instrument shall be automatically extended for successive periods of ten (10) years each, unless at the termination of any subsequent ten (10) year period, an amendatory Declaration is filed of record changing these covenants in whole or in part. These covenants may be amended, in whole or in part, at any time prior to a specified termination date by written Declaration setting forth the amendments, revisions, or deletions to be implemented, and signed by the owners of at least fifty-one (51%) per cent of all lots. Any such amendatory declaration, if duly adopted and signed by the requisite majority of lot owners, shall become effective upon the date of recording. It is specifically provided, however, that so long as Declarant or its successor as developer own fifty-one (51%) per cent or more of the lots, or land in acreage, which is subject to these covenants, or which may be later subjected to these covenants, Declarant, or its successor as developer, shall be considered to own fifty-one (51%) per cent of all lots in the subdivision. It is further specifically provided that so long as

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Declarant, or its successor as developer, owns any parcel or lot in any tract subjected to these covenants, these covenants may not be amended in whole or in part without the written consent of Declarant, or its successor as developer, to any amendatory Declaration. Every purchaser of a lot affected by these covenants shall be deemed to agree thereby that the covenants and restrictions of this Declaration may be amended, extended, or terminated as provided in this Article. The provisions of this paragraph shall not apply to easements or open space areas which are reserved or dedicated in perpetuity.

7.2 The covenants, restrictions, and affirmative obligations set forth in this Declaration may be enforced by any appropriate action at law or proceeding in equity, including injunctive relief, against any person violating or attempting to violate any covenants, restrictions, or affirmative obligations imposed hereby. Such action or proceeding may be brought by Declarant, its successors and assigns, or by the owner of an interest in any property now or hereafter made subject to this Declaration. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and costs as determined by the Court. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed to waive or bar the right of enforcement as to such violation or as to any subsequent or different violations.

7.3 Declarant reserves the right to subject other properties to this Declaration by filing of record a supplementary

declaration describing any additional property to which these covenants, restrictions, easements and obligations are to be extended. In each such instance, Declarant reserves the right to modify and limit these covenants, and to add further covenants to be applicable to the additional property. No representation is made or intended that any adjoining or surrounding properties not specifically included within the subdivision as provided herein will be developed in the same manner or scheme as this Subdivision.

7.4 All rights, privileges, powers, and authority reserved in this Declaration to Declarant shall be assignable and delegable and shall inure to the benefit of any successor or assign.

7.5 Should any covenant, restriction, obligation, provision, section, sentence or term contained in this Declaration be found void, illegal, invalid, or unenforceable by any Court of competent jurisdiction, such judgment shall in no way affect, lessen, or invalidate any other provision of this Declaration, all of which shall be considered severable and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 27 day of August, 2002.

WITNESSES:

DIAMOND POINTE, LLC

Allison M. Spies
Judy M. Bonds

BY: David H. Taylor

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STATE OF SOUTH CAROLINA)
)
COUNTY OF FAIRFIELD)

PERSONALLY appeared before me Allison M. SPIRES
and made oath that She was present and saw the within named
Diamond Pointe, LLC, by and through David H Lyles,
its Member, sign seal and as its act and deed,
deliver the foregoing Restrictive Covenants; and that She with
Judy M Bonds witnessed the execution thereof.

Affirmed before me this 27
day of August, 2002

Allison M. Spires

Judy M. Bonds (L.S.)
Notary Public for South Carolina
My Commission Expires: 3-29-10

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EXHIBIT A

All that certain piece, parcel or lot of land, lying, being and situate in Fairfield County, South Carolina and being described as Lots 1 through 20 of Wetstone Landing as shown on that certain plat of survey entitled "Wetstone Landing" drawn June 20, 2002, 2002 by William T. Stanford, Jr., SCRLS of Fisher-Sherer, Inc., and being recorded on the 28th day of August, 2002 in Plat Cabinet Slide 605 at page 654 & 655 in the Office of the Clerk of Court for Fairfield County, South Carolina.

DERIVATION: This being a portion of that property conveyed to Diamond Pointe, LLC by deed of Barbara Goodlett, Linda Barber and David Goodlett dated May 28, 2002 and being recorded July 8, 2002 in Deed Book RS at page 52 in the Office of the Clerk of Court for Fairfield County, South Carolina.

Aug 28 10 43 AM '02
FAIRFIELD COUNTY
CLERK OF COURT
BETTY JO BECKHAM

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RV-93

D 93 The within Amendment of Restrictions
recorded this 20 day of September
2002 in Book RV Page 93

SEP 20 3 17 PM '02
FAIRFIELD COUNTY
CLERK OF COURT
BETTY JO BECKHAM

Betty Jo Beckham
Betty Jo Beckham
Clerk of Court of Common Pleas & General Sessions
Fairfield County, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF YORK
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WETSTONE LANDING SUBDIVISION

3203

This Amendment to Declaration of Covenants, Conditions and Restrictions for WETSTONE LANDING SUBDIVISION is made on the date hereinafter set forth by the undersigned owner of more than fifty one (51%) per cent of the lots of WETSTONE LANDING, also Developer, (hereinafter DECLARANT);

WHEREAS, Declarant is the owner of more than fifty one (51%) per cent of the lots of Wetstone Landing Subdivision, and is also the Developer, as of the date of this Amendment;

WHEREAS, Diamond Pointe, LLC made and recorded the aforementioned Declaration of Covenants, Conditions and Restrictions for Wetstone Landing Subdivision (hereinafter Declaration) dated 8-27-02, and recorded 8-28-02 in the office of the Clerk of Court for Fairfield County, South Carolina in Deed Book RU, at Page 93; and,

WHEREAS, Declarant owners desire to amend the aforementioned Declaration in order to clarify the rights and responsibilities of lot owners to the use of vegetative buffer areas, the lake and docks, and to emphasize the ownership rights of South Carolina Electric and Gas Company;

NOW, THEREFORE, pursuant to Article Seven, paragraph 7.1 of

the Declaration, and in consideration of the mutual and reciprocal benefits, covenants, and conditions herein set forth, the undersigned do hereby amend the aforementioned Declaration as follows:

1. ARTICLE VI heading is amended to read OPEN AREAS, RECREATIONAL FACILITIES AND SOUTH CAROLINA ELECTRIC & GAS COMPANY PROPERTY. Paragraph 6.6 of the aforementioned ARTICLE VI of the Declaration is hereby amended as follows: This property extends to the property owned by South Carolina Electric and Gas Company, which property forms a vegetative buffer for Lake Monticello. South Carolina Electric and Gas Company owns the land which comprises the buffer zone as well as the lake itself. The vegetative buffer zone, which is between each of the lots and the lake, is owned by South Carolina Electric and Gas Company. The buffer zone may vary from being fifty (50) foot in thickness to two hundred (200) foot in thickness. There exists a Land Use and Shoreline Management Plan which strictly governs activities related to the lake use and the vegetative buffer zone. This plan outlines details concerning prohibited activities. Failure to follow the rules and restrictions will result in the revocation of all permits fore shoreline accessories and will include, where applicable, termination of permission for access to the Monticello Reservoir across South Carolina Electric and Gas Company property. You may contact South Carolina Electric and Gas Company Lake Management Department at the following telephone number: (803) 217-9221.

2. ARTICLE VI of the aforementioned Declaration is further amended by adding the following paragraphs to it:

6.7 South Carolina Electric and Gas Company has designated the location of each access path across the vegetative buffer zone. South Carolina Electric and Gas Company will allow a ten (10) foot wide meandering access path across the vegetative buffer zone for each of the lots. This path must be cleared in strict accordance with the Lake Use and Shoreline Management Plan. South Carolina Electric and Gas Company has already marked where these paths are to be located. Therefore, Developer will clear these paths prior to the close of the sale of any lot. No other additional clearing may be done in the vegetative buffer zone.

These access paths will be located as follows:

A. Lots With Individual Dock Approval:

i. Dock located on South Carolina Electric and Gas Company Property In Front Of Your Lot: Access paths to these docks will originate from the dock's designated location and end at your property line.

ii. Costs of Individual Docks: The owners of lots with individual dock approvals will be responsible for all cost incurred for permitting and construction of an South Carolina Electric and Gas Company approved dock which the owner may decide to build. The lot owners will own 100% interest in the individual dock. According to South Carolina Electric and Gas Company's Lake Use and Shoreline Management Plan, the dock must be kept in good repair to remain in compliance. The docks are inspected every five

years to ensure there good condition. The lot owner will be responsible for all of the maintenance required by South Carolina Electric and Gas Company and for the renewal fee every five years.

B. Lots With Shared Dock Approval:

i. Dock Located On South Carolina Electric And Gas Company Property In Front Of Your Lot: Access paths to these docks will originate from the dock's designated location and end at your property line.

ii. Dock Located On South Carolina Electric And Gas Company Property In Front Of Your Neighbor's Lot: Access paths for these lots will not go to the shared dock. Instead, they will originate from the water's edge at approximately the center of your lot and goes to your property. In order to access the shared dock, you will have to walk through the buffer zone or follow the cleared survey path along the project boundary line, until you reach the neighbor's access path or the shared dock. NO ADDITIONAL CLEARING MAY BE DONE IN THE BUFFER ZONE without express written permission from South Carolina Electric and Gas Company .

iii. Costs Of Shared Docks: The developer will pay for the initial permit and construction including materials and labor for South Carolina Electric and Gas Company approved shared docks. This cost will be passed onto the purchaser(s) of the lots affected in the selling price of these lots. Each of the two lot owners will own 50% interest. According to South Carolina Electric and Gas Company's Land Use and Shoreline Management Plan, the dock must be kept in good repair to remain in compliance. The docks are

inspected every five years to insure there good condition. Each of the two lot owners will be responsible for their half of the maintenance required by South Carolina Electric and Gas Company and for their half of the renewal fee every five years.

2. In every other respect, the undersigned do hereby ratify and confirm the aforementioned Declaration in every respect except as specifically amended, modified, altered, or rescinded herein.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of this 20th day of September, 2002.

WITNESSES:

DIAMOND POINTE, LLC

Alisha M. Brasher
Whelli Bostic

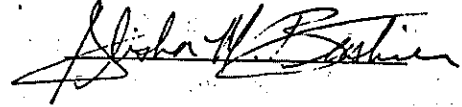
BY: David H. Lyles - Member

STATE OF SOUTH CAROLINA)
COUNTY OF FAIRFIELD)

PERSONALLY appeared before me Alisha M. Brasher and made oath that she was present and saw the within named Diamond Pointe, LLC, by and through David H. Lyles, its Manager, sign seal and as its act and deed, deliver the foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WETSTONE LANDING SUBDIVISION; and that she with Whelli Bostic witnessed the execution thereof.

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Affirmed before me this 20th
day of September, 2002



Whelli Bostic (L.S.)
Notary Public for South Carolina
My Commission Expires: 9-14-2007

Sep 20 3 11 PM '02
FAIRFIELD COUNTY
CLERK OF COURT
BETTY JO BECKHAM

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JUL 1 9 30 AM 2004
REC'D

FOR RECORDER'S USE

STATE OF SOUTH CAROLINA)
: MODIFICATION OF RESTRICTION
COUNTY OF RICHLAND)

WHEREAS, by Declaration of Covenants, Restrictions, Conditions, Limitations, Easements, and Affirmative Obligations Applicable to Single-Family Residence Areas in Wetstone Landing, a Subdivision Located in Fairfield County, South Carolina, dated August 27, 2002 and recorded in Deed Book RU at page 53, Diamond Pointe, LLC imposed certain restrictions upon Lots 9 and 10 on plat of Whetstone Landing dated August 27, 2002 and recorded in Plat Slide 605 at pages 654 and 655; and

WHEREAS, by paragraph 4.10 of the above referenced restrictions, lots may be combined into one larger lot and only the exterior boundary line being considered in application of the covenants contained therein; and

WHEREAS, Edward W. Berg and Elin B. Berg, the current owners of Lots 9 and 10 of Whetstone Landing desire to combine the above referenced lots into one lot; and

WHEREAS, Diamond Pointe, LLC desires to consent to said combination of lots into one lot; and

NOW THEREFORE,

PURSUANT to the rights and obligations contained in the Declaration of Covenants, Restrictions, Conditions, Limitations, Easements, and Affirmative Obligations Applicable to Single-Family Residence Areas in Wetstone Landing, a Subdivision Located in Fairfield County, South Carolina, dated August 27, 2002 and recorded in Deed Book RU at page 53, Diamond Pointe, LLC

R 291

R 292

POOR ORIGINAL

does hereby consent to the combination of Lot 9 and Lot 10 of Whetstone Landing into one lot pursuant to Paragraph 4.10 of the covenants with said lot now being considered one larger lot and with the only the exterior boundary lines of the resulting larger lot being considered for the application of said covenants.

All other restrictions contained therein are to remain in full force and effect.

IN WITNESS WHEREOF, Diamond Pointe, LLC has caused these presents to be executed by its duly authorized member, this 5th day of May, 2004.

WITNESS:

James [Signature]
Martin [Signature]

DIAMOND POINTE, LLC

BY: David H. Lyles
Member

STATE OF SOUTH CAROLINA)
COUNTY OF)

JUL 1 9 30 AM '04

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Diamond Pointe, LLC by its duly authorized member, sign, seal and as its act and deed, deliver the within written Modification of Restriction for the uses and purpose therein mentioned and that s/he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this

5 day of May, 2004.

Sarah J. Knight (L.S.)
Notary Public for South Carolina
My Commission Expires: 11-21-12

Martin [Signature]

The Within Modification recorded this 5th day of May, 2004 in RECORD BOOK 6570, PAGE 29

Betty Jo Beckham
Betty Jo Beckham
Clerk of Court of Common Pleas & General Sessions
Fairfield County, S. C. EG

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