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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

EMERALD POINTE

DATE 7-27-92
CLERK OF COURT
OCONEE COUNTY, SC

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EMERALD POINTE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 27 day of July, 1993 by CRESCENT RESOURCES, INC. (formerly Crescent Land & Timber Corp.), a South Carolina corporation, hereinafter referred to as "Declarant". All capitalized terms used herein shall have the meanings set forth in Article I, Section 1 or elsewhere in this Declaration.

STATEMENT OF PURPOSE

Declarant is the owner of certain property located in Oconee County, South Carolina, which is more particularly described on that certain map recorded in Map Book A206, Page 7 in the Office of the Oconee County Clerk of Court. Declarant desires to create on the property shown on that map an exclusive residential community of single-family residences to be named EMERALD POINTE (the "Development").

Declarant desires to ensure the attractiveness of the Development, to prevent any future impairment thereof, to prevent nuisances and enhance the value and amenities of all properties within the Development, and to provide for the maintenance and upkeep of the Common Area within the Development, including, but not limited to the Amenity Area, which shall include the Cabana, Pool, Boatslip Path and Parking Area. As part of such Common Area, Declarant desires to construct and provide for the maintenance and upkeep of a lighted Entrance Monument to be located at the entrance to the Development, which Entrance Monument will be for the common use and benefit of all Owners. In addition, as part of such Common Area, Declarant desires to construct Piers, containing Boatslips, over the waters of Lake Keowee and adjoining a portion of the Development. The Piers and Boatslips will be for the common use and benefit of Owners whose property does not adjoin the waters of Lake Keowee or as otherwise provided in this Declaration, and to provide for the maintenance and upkeep of such Piers, Boatslips and the portion of the Development adjoining them.

Declarant desires to provide for a system whereby the Owners will pay for the maintenance and upkeep of the common areas; provided, however, that maintenance and upkeep of the Piers, Boatslips and Boatslip Path will be paid for only by Owners in the Development who are entitled to the use of a Boatslip. Owners in the Development who are not entitled to the use of a Boatslip will pay only for the cost of maintenance and upkeep of the Entrance Monument and Amenity Area and such

other Common Area as such Owners are entitled to use and enjoy but such Owners will not be entitled to the use and enjoyment of the Piers, Boatslips and Boatslip Path.

To these ends, Declarant desires to subject the real property described herein to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

Declarant further desires to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the Common Area, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created, in order to efficiently preserve, protect and enhance the values and amenities in the Development, to ensure the residents' enjoyment of the specific rights, privileges and easements in the Common Area, and to provide for the maintenance and upkeep of the Common Areas and amenities.

To that end the Declarant has or will cause to be incorporated under South Carolina law, pursuant to the Articles of Incorporation attached hereto as Exhibit "A" and incorporated herein by reference, EMERALD POINTE OWNERS ASSOCIATION, INC., as a non-profit corporation for the purpose of exercising and performing the aforesaid functions, said corporation to be governed by the Bylaws attached hereto as Exhibit "B" and incorporated herein by reference.

NOW, THEREFORE, Declarant, by this Declaration, does declare that all of the property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the real property described herein and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Additional Property" shall mean and refer to additional real estate lying contiguous or adjacent to the Property which may be made subject to the terms of this Declaration in accordance with the provisions of **Article II, Section 2** of this Declaration.

Section 2. "Amenity Area" shall mean and refer to that land designated as "COMMON OPEN SPACE" on the Map, together with the Cabana, Pool, Boatslip Path and Parking Area to be

constructed thereon in accordance with the terms of this Declaration.

Section 3. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Association attached as Exhibit "A" hereto and incorporated herein by reference.

Section 4. "Association" shall mean and refer to EMERALD POINTE OWNERS ASSOCIATION, INC., a South Carolina non-profit corporation, its successors and assigns.

Section 5. "Board of Directors" shall mean and refer to the Board of Directors of the Association, which shall be elected and shall serve pursuant to the Bylaws.

Section 6. "Boatslip Lots" shall mean and refer to those Lots in the Development which have, as an appurtenance to the Lot, the right to use a Boatslip, whether acquired by deed from Declarant or other conveyance as more particularly set forth in **Article IV**, **Section 8** of this Declaration.

Section 7. "Boatslip Path" shall mean and refer to the path to be constructed by Declarant over certain portions of the Amenity Area to be used for access by Boatslip Lot Owners to the Boatslips which are to be constructed adjacent to the Amenity Area as set forth on Exhibit "C" attached hereto and incorporated herein by reference.

Section 8. "Boatslips" shall mean and refer to the twelve (12) boatslips over the waters of Lake Keowee, which Boatslips are designated as Boatslips 1 through 12 on Exhibit "C" attached hereto and incorporated herein by reference, together with any additional boatslips which Declarant may cause to be constructed in accordance with the terms of **Article II, Section 2** of this Declaration, and which Boatslips are more particularly addressed in **Article IV** and **Article VI** of this Declaration.

Section 9. "Bylaws" shall mean and refer to the Bylaws for the Association attached as Exhibit "B" hereto and incorporated herein by reference.

Section 10. "Cabana" shall mean that approximately 850 square foot building to be constructed within the Amenity Area for the common use and enjoyment of all of the Owners.

Section 11. "Common Area" or "Common Areas" shall mean and refer to the Amenity Area (including the Cabana, Pool, Boatslip Path and Parking Area), Piers, Boatslips, Entrance Monument and Public Roads (prior to their acceptance for maintenance by the Oconee Public Works Department or other governmental entity), collectively, and any other property shown and designated on

the Map as "Common Area," "Common Open Area," "Common Open Space" or "COS". The Common Areas shall be owned by the Association for the common use, benefit and enjoyment of the Owners; provided, however, that only the Owners of Boatslip Lots shall be entitled to the use, benefit and enjoyment of the Piers, Boatslips and Boatslip Path, subject to individual Boatslip Lot Owners' exclusive rights to use specified Boatslips.

Section 12. "Declarant" shall mean and refer to Crescent Resources, Inc., its successors and assigns.

Section 13. "Development" shall mean and refer to EMERALD POINTE, a single-family residential development proposed to be developed on the Property by Declarant.

Section 14. "Entrance Monument" shall mean and refer to the easement area reserved and granted by Declarant in **Article VIII, Section 10** of this Declaration, over the parcel labeled "COS" on the Map and the stone monument and entrance sign located on such easement, together with lighting, irrigation system, landscaping and other improvements to be constructed on such easement, to be used as an entryway for the Subdivision, and for the purposes set forth in **Article VIII, Section 10**.

Section 15. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map, which Lots do not include the Common Area.

Section 16. "Map" shall mean and refer to (i) the map of EMERALD POINTE Subdivision recorded in Map Book A20L, Page 7 in the Office of the Clerk of Court for Oconee County, South Carolina, (ii) any maps of Additional Property, Piers or Boatslips, whether recorded separately or as part of this Declaration or any supplement or amendment to this Declaration and (iii) any revisions of such map or maps recorded in such Office.

Section 17. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 18. "Mortgage" shall mean any mortgage or deed of trust constituting a first lien on a Lot.

Section 19. "Mortgagee" shall mean the owner and holder of a Mortgage at the time such term is being applied.

Section 20. "Non-Boatslip Lots" shall mean and refer to those Lots in the Development which do not have as an appurtenance thereto the right to use a Boatslip.

Section 21. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple

title to any Lot, including the Declarant if it owns any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 22. "Parking Area" shall mean and refer to the paved parking lot to be constructed upon and over the Amenity Area for the common use, benefit and enjoyment of all of the Owners, to provide parking for the Owners, their families, guests and invitees in connection with their use of the Amenity Area, Pier and Boatslips.

Section 23. "Pier" or "Piers" shall mean and refer to that certain pier or piers, containing the Boatslips, which may be constructed over the waters of Lake Keowee, including the Pier shown on Exhibit "C" attached hereto and incorporated herein by reference, together with any additional Piers which Declarant may cause to be constructed in accordance with the terms of Article II, Section 2 of this Declaration and which Piers are more particularly addressed in Article IV, Section 8 of this Declaration.

Section 24. "Pool" shall mean and refer to that swimming pool to be constructed by Declarant within the Amenity Area for the common use and enjoyment of all of the Owners.

Section 25. "Property" shall mean and refer to the property shown on the Map, including the Lots and Common Area, and Public Roads (prior to such roads being accepted for public maintenance by the Oconee Public Works Department or other governmental entity), together with any leasehold interest which the Association has or may hereafter acquire in any property adjacent to the Development (including, but not limited to, any leases of any submerged land lying within the bed of Lake Keowee).

Section 26. "Public Roads" shall mean and refer to all roads and cul-de-sacs in the Subdivision dedicated to the public and shown on the Map, all to be maintained by the Association (subject to reimbursement from Declarant as set forth in Article IV, Section 6 of this Declaration) until accepted for public maintenance by the Oconee Public Works Department or other governmental entity.

Section 27. "Subdivision" shall mean and refer to EMERALD POINTE Subdivision, as the same is shown on the Map.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE ASSOCIATION

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to

title to any Lot, including the Declarant if it owns any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 22. "Parking Area" shall mean and refer to the paved parking lot to be constructed upon and over the Amenity Area for the common use, benefit and enjoyment of all of the Owners, to provide parking for the Owners, their families, guests and invitees in connection with their use of the Amenity Area, Pier and Boatslips.

Section 23. "Pier" or "Piers" shall mean and refer to that certain pier or piers, containing the Boatslips, which may be constructed over the waters of Lake Keowee, including the Pier shown on Exhibit "C" attached hereto and incorporated herein by reference, together with any additional Piers which Declarant may cause to be constructed in accordance with the terms of **Article II, Section 2** of this Declaration and which Piers are more particularly addressed in **Article IV, Section 8** of this Declaration.

Section 24. "Pool" shall mean and refer to that swimming pool to be constructed by Declarant within the Amenity Area for the common use and enjoyment of all of the Owners.

Section 25. "Property" shall mean and refer to the property shown on the Map, including the Lots and Common Area, and Public Roads (prior to such roads being accepted for public maintenance by the Oconee Public Works Department or other governmental entity), together with any leasehold interest which the Association has or may hereafter acquire in any property adjacent to the Development (including, but not limited to, any leases of any submerged land lying within the bed of Lake Keowee).

Section 26. "Public Roads" shall mean and refer to all roads and cul-de-sacs in the Subdivision dedicated to the public and shown on the Map, all to be maintained by the Association (subject to reimbursement from Declarant as set forth in **Article IV, Section 6** of this Declaration) until accepted for public maintenance by the Oconee Public Works Department or other governmental entity.

Section 27. "Subdivision" shall mean and refer to EMERALD POINTE Subdivision, as the same is shown on the Map.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE ASSOCIATION

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to

this Declaration, and which is and shall be within the jurisdiction of the Association, is located in Oconee County, South Carolina and is the Property, as defined above and as more particularly described and shown on the Map.

Section 2. Additions to the Property.

(a) Declarant may cause Additional Property to be made subject to the terms and scheme of this Declaration by filing a Supplemental Declaration in the Office of the Clerk of Court for Oconee County, containing a description of the Additional Property and a statement by the Declarant of its intent to extend the operation and effect of this Declaration to the Additional Property. Declarant may also cause additional Boatslips adjacent to any Additional Property to be constructed and made subject to the terms and scheme of this Declaration by the Filing of a Supplemental Declaration describing the number of Boatslips to be added and a statement by Declarant of its intent to extend the operation and effect of this Declaration to the additional Boatslips. Notwithstanding the foregoing, the covenants and restrictions established herein as applied to or imposed upon the Additional Property may be altered or modified by the Supplemental Declaration as provided in Subparagraph (b) below.

(b) Any Supplemental Declaration may contain complementary additions to the covenants and restrictions contained herein as may be necessary in the judgment of the Declarant to reflect the different character of the Additional Property. In no event, however, shall any Supplemental Declaration revoke, modify or add to the covenants and restrictions contained herein with respect to the Property, nor revoke, modify, change or add to the covenants and restrictions established by previously filed Supplemental Declarations, without meeting the requirements for Amendment set forth in **Article XII**, **Section 3** of this Declaration.

ARTICLE III

PROPERTY RIGHTS

Section 1. Ownership of Common Areas. Declarant shall convey to the Association the Common Areas to be owned by the Association. Notwithstanding the recordation of any Map or any other action by Declarant or the Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public.

Section 2. Owners' Rights to Use and Enjoy Common Areas. Each Owner shall have the non-exclusive easement and right to use and enjoy the Common Areas which shall be appurtenant to and shall pass with the title to his Lot, subject to the following:

(a) the right of the Association to promulgate and enforce reasonable regulations governing the use of the Common Areas to insure the availability of the right to use the Common Areas to the Owners and the safety of all Owners on the Common Areas;

(b) the right of the Association to suspend the voting rights of an Owner in the Association and the right of the Association to suspend the right to use the Common Areas 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 Declarant or the Association to grant utility, drainage and other easements across the Common Areas;

(d) the Pier, Boatslips and Boatslip Path may be used only by those Owners specifically entitled thereto under this Declaration; access for the Boatslip Owners to and from the Pier and Boatslips adjacent to the Amenity Area shall be exclusively over and across the Boatslip Path;

(e) the provisions of Article IV, Section 8 below;

(f) the provisions of Article VIII of this Declaration.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities located thereon to the members of his family, his guests, or tenants occupying the Owner's lot pursuant to a lease agreement.

ARTICLE IV

THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights:

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant

to said 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 Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been conveyed to purchasers who are not affiliated with the Declarant. The Declarant shall be entitled to four (4) votes for each Class B Lot owned by it.

Section 3. Relinquishment of Control. 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 the number of votes in the Class A membership held by Owners occupying full-time homes in the Subdivision equals the total number of votes outstanding in the Class B membership; or

(b) upon the expiration of five (5) full years after the registration of this Declaration, unless Declarant, in its sole discretion, elects to convert the Class B Lots to Class A Lots at an earlier time.

Section 4. Availability of Documents. The Association shall maintain current copies of the Declaration, the Bylaws and other rules concerning the Development as well as its own books, records, and financial statements available for inspection by all Owners, Mortgagees and insurers and guarantors of Mortgages that are secured by Lots. All such documents shall be available upon reasonable notice and during normal business hours. In addition, any Mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

Section 5. Management Contracts. The Association is authorized and empowered to engage the services of any person, firm or corporation to act as managing agent of the Association at a compensation to be established by the Board of Directors and to perform all of the powers and duties of the Association. Provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon ninety (90) days' prior written notice to the manager without payment of a termination fee.

Section 6. Maintenance. Maintenance of the Public Roads shall conform to the standard of maintenance (if one is ascertainable) which would be required by the Oconee Public

Works Department or other governmental entity before it would accept such Public Roads for maintenance. The Public Roads shall be maintained by the Association, provided that the Declarant, in its sole discretion, has the right to reimburse the Association for maintenance cost until the Public Roads are accepted for maintenance by the Oconee Public Works Department or other governmental entity.

The Common Areas, together with all utilities, easements and amenities located within the Common Areas and not otherwise maintained by public entities or utilities, shall be maintained by the Association.

(a) Maintenance of the Entrance Monument shall include maintenance, repair and reconstruction, when necessary, of the stone monuments, signage, irrigation, planters and lighting located thereon and providing and paying for landscaping, utility charges for irrigation and lighting of the stone monuments and signage located thereon;

(b) Maintenance of the Piers and Boatslips shall include the maintenance, repair and reconstruction, when necessary, of the Piers and Boatslips, including all structures, lighting, water lines and other fixtures, wire, railings and other facilities located thereon, providing and paying for utility charges therefore and maintaining the same in a clean and orderly condition;

(c) Maintenance of the Cabana shall include all interior and exterior maintenance (including, where necessary, repair and reconstruction) of the Cabana building, sidewalks, walkways, landscaping and other facilities appurtenant to the Cabana, including the payment of all utility charges therefor;

(d) Maintenance of the Pool shall include the maintenance, repair and reconstruction, where necessary, of the Pool, including all drainage, lighting, fencing, paving and other facilities appurtenant thereto, and including the payment of all utility charges therefor;

(e) All Common Areas, including Piers and Boatslips, shall be clean, free from debris and maintained in an orderly condition, together with the landscaping thereon (if any) in accordance with the highest standards for private parks, including any removal and replacement of any landscaping, utilities, or improvements located therein;

(f) Maintenance of the Parking Area shall include repair, maintenance and reconstruction, when necessary, of the pavement; and irrigation and landscaping, as necessary, including payment of the electrical costs of lighting and irrigation;

encumbrance of a Boatslip Lot shall also transfer, convey or encumber (as the case may be) the right to use the Boatslip appurtenant thereto, even if not expressly included therein.

(ii) The exclusive right to use a particular Boatslip may be conveyed by recorded deed or other recorded instrument to another Owner. Upon such conveyance, the transferor's Lot shall cease to be a Boatslip Lot and the transferee's Lot shall thereafter be a Boatslip Lot, in which case the right to use the transferred Boatslip shall then run with the title to such Boatslip Lot as set forth in subparagraph 8(a)(i). A Boatslip may not be conveyed, assigned or leased to anyone or any entity other than an Owner.

(b) Declarant shall have the right to use and shall have the obligation to pay Boatslip and Special Boatslip Assessments on any Boatslips constructed by them and not conveyed to an Owner or the Association.

(c) In the event that a Pier contains more Boatslips than there are Boatslip Lots in the Subdivision, then any Boatslip which is not designated as an appurtenance to a Boatslip Lot shall remain the property of the Association. Such an undesignated Boatslip shall be owned by the Association for the common use and enjoyment only of the Owners of Boatslip Lots, their families, guests and invitees, for the purpose of temporarily docking boats, and may not be leased by the Association to, or used by, any other party or the public. No boat or other recreational vehicle shall be permitted to remain overnight in any undesignated Boatslip.

The use of the Piers and Boatslips is and shall be subject to each of the following:

(i) rules and regulations for use promulgated by the Association;

(ii) all laws, statutes, ordinances and regulations of all federal, state and local governmental bodies having jurisdiction thereon; and

(iii) rules and regulations for use established by Duke Power Company, its successors and assigns.

(d) The Board of Directors, pursuant to the Bylaws attached hereto as Exhibit "B", shall adopt rules and regulations governing the use of the Piers, Boatslips and Boatslip Path and the personal conduct thereon of the Members owning Boatslip Lots and their families, guests, invitees and tenants. Should Members owning Boatslip Lots desire to amend such rules and regulations, then a meeting of the Members owning Boatslip Lots may be called and held, in accordance with Article III of the Bylaws, for the purpose of voting to amend

such rules and regulations. If such a meeting is duly called and held, the Boatslip Lot Owners may direct the Board of Directors to make such amendments to the rules and regulations governing the use of the Piers, Boatslips and Boatslip Path, including additions to and deletions of portions of such rules and regulations, as are approved by a vote of the Members owning Boatslip Lots, in accordance with Article III of the Bylaws, and as are permitted under the Association's lease with Duke Power Company as to the lake bed over which the Piers and Boatslips are located.

(e) The Piers, Boatslips and Boatslip Path may only be used by Owners of Boatslip Lots, their families, guests, invitees or tenants occupying the Boatslip Lot pursuant to a lease agreement. Each Boatslip may only be used by the Owner(s) of the Boatslip Lot to which such Boatslip is appurtenant, their families, guests, invitees or tenants occupying the Boatslip Lot pursuant to a lease agreement.

ARTICLE V

COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Annual, Special and Special Individual Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Annual Assessments, Special Assessments and Special Individual Assessments, as hereinafter defined, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The assessments to be levied annually by the Association against each Lot ("Annual Assessments") shall be used as follows:

(a) to repair, clean, maintain and reconstruct, when necessary, the Common Areas (excluding the Piers, Boatslips and Boatslip Path) as more particularly set forth in Article IV, Section 6 of this Declaration;

(b) to pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association (other than the Piers and Boatslips, and property owned in connection therewith);

(c) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws, except for such insurance carried specifically in connection with the Piers and Boatslips;

(d) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws, except for such fees incurred specifically in connection with the Piers, Boatslips and Boatslip Path;

(e) to maintain contingency reserves as to the amounts described in subsection (a) above for the purposes set forth in Article IV, Section 7 hereof in amounts as determined by the Board of Directors; and

(f) to maintain or caused to be maintained the Public Road to the standard of maintenance (if one is ascertainable) which would be required by the Oconee Public Works Department or other governmental entity before it would accept such Public Roadways for maintenance.

Section 3. Payment of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to each Lot on January 1, 1994. The Annual Assessments for the calendar year beginning January 1, 1994 shall be Three Hundred Eighty and No/100 Dollars ($380.00) per Lot, which amount shall be due and payable in advance no later than January 31, 1994. The Annual Assessments for each and every year beginning each January 1 thereafter shall be in an amount as set by the Board of Directors, in accordance with Section 4 of this Article V, and shall be due and payable in two (2) semi-annual installments of one-half (½) each, such installments being due and payable no later than January 31 and July 31, respectively, of each such calendar year. The Board of Directors shall fix the amount of the Annual Assessment as to each Lot for any calendar year at least thirty (30) days prior to January 1 of such calendar year, and the Association shall send written notice of the amount of the Annual Assessment, as well as the amount of the first installment due, to each Owner on or before January 1 of such year. In addition, the Association shall send written notice that the second Annual Assessment installment is due and the amount of such installment to each Owner on or before July 1 of each calendar year. Failure of the Association to send the notice described in this Section 3 shall not relieve the Owners of their liability for Annual Assessments.

Section 4. Maximum Annual Assessment.

(a) For calendar years beginning January 1, 1995 and thereafter, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members, may increase the Annual Assessments each year by a maximum amount equal to the previous year's Annual Assessments times the greater of (1) ten percent (10%), or (2) the annual percentage increase in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84 = 100) (hereinafter "CPI") issued by the U.S. Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, then there shall be used the index most similar to the CPI which is published by the United States Government indicating changes in the cost of living. If the Annual Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Annual Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the Members.

(b) From and after July 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the maximum amount set forth in (a) above by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the Annual Assessments at an amount not in excess of the maximum set forth in Subparagraph (a) above (the "Maximum Annual Assessment"). If the Board of Directors shall levy less than the Maximum Annual Assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by vote in accordance with the Bylaws, levy a supplemental Annual Assessment ("Supplemental Annual Assessment"). In no event shall the sum of the Annual and Supplemental Annual Assessments for any year exceed the applicable Maximum Annual Assessment for such year.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Cabana, Pool, Parking Area or Entrance Monuments, including fixtures and personal property related thereto. Provided that any such assessment must be approved by a vote of no less than

two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Special Individual Assessments. In addition to the Annual Assessments and Special Assessments authorized above, the Board of Directors shall have the power to levy a special assessment applicable to any particular Lot Owner ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas, including the Public Roads, occasioned by any act or omission of such Lot Owner(s), members of such Lot Owner's family, or such Lot Owner's agent, guests, employees or invitees and not the result of ordinary wear and tear or (ii) for payment of fines, penalties or other charges imposed against any particular Lot Owner relative to such Lot Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws or any rules or regulations promulgated by the Association or the Declarant pursuant to this Declaration or the Bylaws. Provided, however, that Declarant shall not be obligated to pay any Special Individual Assessment except with Declarant's prior written approval. The due date of any Special Individual Assessment levied pursuant to this Section 6 shall be fixed in the Board of Directors resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least thirty (30) days prior to the date such Special Individual Assessment is due.

Section 7. Assessment Rate.

(a) With the exception set forth in subsection (b) below, both Annual and Special Assessments must be fixed at a uniform rate for all Lots;

(b) Annual and Special Assessments for each Lot owned by Declarant and unoccupied as a residence shall be one-third (1/3) of the Annual and Special Assessments for each other Lot in the Subdivision not owned by Declarant.

ARTICLE VI

COVENANT FOR BOATSLIP AND SPECIAL BOATSLIP ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Boatslip and Special Boatslip Assessments. Declarant, for each Boatslip Lot owned within the Property, hereby covenants, and each Owner of any Boatslip Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, or by acceptance of any other recorded instrument which designates a Boatslip as an appurtenance to such Owner's Lot as

more particularly set forth in **Article IV**, **Section 8** of this Declaration is deemed to covenant and agree to pay to the Association, in addition to the Annual and Special Assessments provided for herein, Boatslip Assessments and Special Boatslip Assessments, as hereinafter defined, for maintenance and repair costs of the Pier and Boatslips, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Boatslip Lot against which each such assessment or charge is made and upon the right to use the Pier and the Boatslip appurtenant to such Boatslip Lot. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Boatslip Lot effective at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Boatslip Assessments. The assessments to be levied annually by the Association against each existing, in place Boatslip Lot ("Boatslip Assessments") shall be used as follows:

(a) to clean, maintain, repair and reconstruct, when necessary, the Piers, Boatslips and Boatslip Path, including all lighting and other fixtures, wires, railings and other facilities located thereon, including the maintenance, repair, and replacement, when necessary, of any landscaping around such Piers or Boatslips, as more particularly set forth in **Article IV**, **Section 6** of this Declaration;

(b) to provide and pay for lighting of and water service to the Piers, Boatslips and Boatslip Path, to the extent necessary for the safety and enjoyment of the users thereof;

(c) to pay all ad valorem taxes levied against the Piers and Boatslips and any other property owned by the Association in connection therewith;

(d) to pay all lease payments, if applicable, to Duke Power Company for the lease of the land on which the Piers and Boatslips are located;

(e) to pay the premiums on all insurance carried by the Association in connection with the Piers and Boatslips pursuant hereto or pursuant to the Bylaws;

(f) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its

duties as set forth herein or in the Bylaws in connection with the Piers and Boatslips; and

(g) to maintain contingency reserves as to the amounts described in subsection (a) and (b) above for the purposes set forth in Article IV, Section 7 hereof in amounts as determined by the Board of Directors.

Section 3. Payment of Boatslip Assessments: Due Dates. The Boatslip Assessments provided for herein shall commence and be due and payable annually in advance as to each Boatslip Lot on January 1, 1994. Boatslip Assessments for Boatslips not constructed by January 1, 1994 shall be due and payable thirty (30) days following the assignment of a completed Boatslip to a Boatslip Lot as set forth in Article IV, Section 8 of this Declaration (such assessment shall be prorated from the date of such assignment through the remainder of the calendar year for which such assessment is due). The Boatslip Assessments for the year beginning January 1, 1994 shall be Two Hundred Fifty and No/100 Dollars ($250.00) per Boatslip Lot, which amount shall be due and payable in advance no later than January 31, 1994. The Boatslip Assessments for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with Section 4 of this Article VI, and shall be due and payable no later than January 31 of each such year. The Board of Directors shall fix the amount of the Boatslip Assessment as to each Boatslip Lot for any year at least thirty (30) days prior to January 1 of such year, and the Association shall send written notice of the amount of the Boatslip Assessment to each Boatslip Lot Owner on or before January 1 of such year. Failure of the Association to send the notice described in this Section 3 shall not relieve the Owners of their liability for Boatslip Assessments. The Board of Directors shall have the right, but not the obligation, to collect the Boatslip Assessments on a semi-annual basis if it elects to do so at some future date.

Section 4. Maximum Boatslip Assessment.

(a) For calendar years beginning January 1, 1995 and thereafter, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members, may increase the Boatslip Assessments each year by a maximum amount equal to the previous year's Boatslip Assessments times the greater of (1) ten percent (10%), or (2) the annual percentage increase in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84=100) (hereinafter "CPI") issued by the U.S. Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, then there shall be used the index most similar to the CPI which is published by the United States Government indicating changes in the cost of living. If the Boatslip Assessments are not increased by the maximum amount permitted under the terms

of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Boatslip Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the Members.

(b) From and after January 1, 1995, the Boatslip Assessments may be increased without limitation if such increase is approved by a vote of no less than two-thirds (2/3) of each class of Members owning Boatslip Lots, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the Boatslip Assessments at an amount not in excess of the maximum set forth in subparagraph (a) of this Section 4 (the "Maximum Boatslip Assessment"). If the Board of Directors shall levy less than the Maximum Boatslip Assessment for any calendar year and thereafter, during such year, determine that the important and essential functions of the Association as to the Piers and Boatslips cannot be funded by such lesser assessment, the Board may, by a vote in accordance with the Bylaws, levy a supplemental Boatslip Assessment ("Supplemental Boatslip Assessment"). In no event shall the sum of the Boatslip and Supplemental Boatslip Assessments for any year exceed the applicable Maximum Boatslip Assessment for such year.

Section 5. Special Assessments for Boatslip Improvements. In addition to the Boatslip Assessments authorized above, the Association may levy, in any assessment year, a special Boatslip Assessment ("Special Boatslip Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of the Pier and Boatslips, and any capital improvement located thereon, including lighting, water lines and other fixtures, poles, wires, railings and other facilities located thereon and personal property related thereto. Provided that any such assessment must be approved by a vote of no less than two-thirds (2/3) of each of class of Members owning Boatslip Lots, taken at a duly held meeting of such Members in accordance with the Bylaws, and further providing that any such Special Boatslip Assessment may be levied only against the Owners of Boatslip Lots.

Section 6. Assessment Rate.

(a) With the exception set forth in subsection (b) below, both Boatslip and Special Boatslip Assessments must be fixed at a uniform rate for all Boatslip Lots;

(b) Boatslip and Special Boatslip Assessments for each Boatslip Lot owned by Declarant and unoccupied as a

residence shall be one-third (1/3) of the Boatslip and Special Boatslip Assessments for each other Boatslip Lot in the Subdivision not owned by Declarant.

ARTICLE VII

GENERAL ASSESSMENT PROVISIONS

Section 1. Certificate Regarding Assessments. 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 2. Effect of Nonpayment of Assessments; Remedies of the Association. Any Annual or Boatslip Assessment installment not paid by its due date as set forth in **Article V**, **Section 3** or **Article VI**, **Section 3** hereof, or any other assessment not paid by its due date, shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors to defray the costs arising because of late payment. The Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot and the right to use a Boatslip, if applicable, and interest, late payment charges, costs and reasonable attorney's fees related to such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas and/or his Boatslip, if applicable, or by abandoning his Lot.

Section 3. Subordination of the Lien to Mortgages. The lien of the assessments provided for in **Articles V** and **VI** of this Declaration shall be subordinate to the lien of any first Mortgage on a Lot or any mortgage or deed of trust to the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors may in its sole discretion determine such unpaid assessments to be an Annual, Special, Boatslip or Special Boatslip Assessment, as applicable, collectable pro rata from all Owners (or from all Boatslip Lot Owners if a Boatslip or Special Boatslip Assessment), including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners (or all Boatslip Lot Owners if a Boatslip or Special Boatslip Assessment)

notwithstanding the fact that such pro rata portions may cause the Annual Assessment or Boatslip Assessment to be in excess of the Maximum Annual Assessment, Maximum Boatslip Assessment permitted hereunder. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

ARTICLE VIII

RESTRICTIONS

Section 1. Land Use, Building Type and Residential Restrictions. All Lots in the Subdivision shall be known and described as residential lots and shall be used only for private residential and recreational purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single family residential dwelling, unless otherwise provided herein, and only one single-family residential dwelling not exceeding 2½ stories in height above ground shall be erected or permitted to remain upon any Lot. No mobile home, modular home or shell home may be erected or permitted to remain on any Lot. A private garage, outbuildings, fixed piers and floating boat dock facilities incidental to the residential use of the Lot are expressly permitted upon the condition that they are not rented, leased nor otherwise used for remuneration, subject to the other covenants and restrictions contained herein. No detached garage or outbuildings shall at any time be used as a residence. Furthermore, no boat (including a houseboat), whether existing on a Lot or docked at a fixed pier or floating boat dock which is appurtenant to any Property in the Subdivision, may at any time be used as a residence.

Section 2. Dwelling Size. The square footage requirements hereinafter set forth are enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios.

(a) For Waterfront Lots: Any one story dwelling erected upon any Waterfront Lot shall contain not less than 1600 square feet; any 1½ story or bi-level or tri-level dwelling shall contain not less than 1800 square feet with at least 1000 square feet on the first floor in 1½ story dwellings, 1000 square feet on the main floor of bi-level dwellings, and 1000 square feet in the upper two floors of tri-level dwellings; any 2 or 2½ story dwelling shall contain not less than 1800 square feet and the first floor shall contain not less than 1000 square feet.

(b) For Non-Waterfront Lots: Any one story dwelling erected upon any Non-Waterfront Lot shall contain not less

than 1400 square feet; any 1½ story or bi-level or tri-level dwelling shall contain not less than 1600 square feet with at least 1000 square feet on the first floor in 1½ story dwellings, 1000 square feet on the main floor of bi-level dwellings, and 1000 square feet in the upper two floors of tri-level dwellings; any 2 or 2½ story dwelling shall contain not less than 1600 square feet and the first floor shall contain not less than 1000 square feet.

Section 3. Building Construction and Quality. All buildings and outbuildings erected upon any Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. No single-family residential dwelling costing less than ($50,000.00) (in terms of 1993 dollar value) shall be permitted on any Lot. No building shall be erected unless it is completely underpinned with a solid brick or brick, stone or stucco covered block foundation. The exterior surface of any building shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or exposed concrete or cement blocks. The exterior surface of any garage, outbuilding or appurtenant structure or building erected on or located on any Lot shall be aesthetically compatible with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling located on said Lot. All buildings shall have roofs (except for dormers) of not less than 6 in 12 pitch and not less than 12 inch overhang, covered with slate, cedar shakes, tile or fiberglass shingles. Tin or rolled roofing material is not permitted. The exterior of all houses and other structures must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities.

Section 4. Temporary Structures; Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot, and no metal, fiberglass, plastic, vinyl or canvas tent, barn, carport, garage, utility building, storage building, boat dock roof structure, or other metal, fiberglass, plastic, vinyl or canvas structure shall be placed or erected on any Lot or attached to any residence. Provided, however, that nothing herein shall prohibit Declarant from erecting or moving temporary buildings or trailers onto the Lots owned by them, to be used for storage or for construction or sales offices.

Section 5. Building Setback Lines. No building on any Lot (including any stoops, porches, or decks) shall be erected or permitted to remain within the front (street right-of-way) or side abutting right-of-way (for a corner Lot) building setback lines as noted on the Map. Notwithstanding any rear setback restriction noted on the Map, no building, including stoops, porches or decks, shall be erected or permitted to remain nearer than fifty (50) feet to the rear (waterside) lot line of

any Lot adjoining the Waters of Lake Keowee. Boathouses, piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth in Section 22 of this Article VIII. In the event any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall conform to said requirements.

Section 6. Minor Setback Violations. In the event of the unintentional violation of any of the building setback covenants set forth above, in the amount of ten percent (10%) or less of the setback covenant in question, Declarant reserves the right, but is not obligated, to waive in writing such violation of the setback covenants upon agreement of the Owner of the Lot upon which the violation occurs, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation.

Section 7. Combination or Subdivision of Lots. Except as otherwise set forth herein, no Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map. However, an Owner of a Lot may combine with a portion of or all of another contiguous Lot so long as the parcel or parcels which result from such combination do not violate any applicable zoning ordinance or other applicable law or regulation. In the event that two Lots are completely combined so as to create one parcel, the resulting parcel shall be considered as one Lot for the purposes of this Article VIII, but shall continue to be considered as two Lots for all other purposes (including voting and assessments). Furthermore, the Owner of any Lot which combines with all or a portion of a contiguous Lot shall be solely responsible for any costs which may result from such combination, including the costs of relocating any existing easements. Not withstanding the foregoing, Declarant reserves the right to change the boundaries or dimensions of any Lots still owned by Declarant as may be needed to meet septic system requirements or for any other reason.

Section 8. Utility Easements. Declarant hereby reserves easements for the installation and maintenance of utilities (electricity, septic system, sewer, water, gas, telephone, cable t.v., etc.) and drainage facilities are reserved over the front and rear ten (10) feet of each Lot and over the areas five (5) feet in width along each side lot line of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the Map and in other recorded easement documents. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The Owner of each Lot shall maintain that portion of the Lot lying within the easement areas as defined herein and shall maintain any improvements located thereon except those improvements installed and maintained by a public authority or utility company. Declarant reserves the right to create and impose additional easements over any unsold Lot or Lots for street drainage, utility and entry signage installation purposes by the recording of appropriate

instruments, and such shall not be construed to invalidate any of these covenants.

Section 9. Stormwater Drainage Easement. Declarant reserves over the Amenities Area an easement for drainage of stormwater runoff from Lots and Public Roads within the Subdivision.

Section 10. Entrance Monument Easement. Declarant hereby reserves a non-exclusive perpetual easement for the purposes of landscaping and maintaining the entryway and erecting and maintaining the Entrance Monument for the Subdivision. An easement is hereby reserved by Declarant for itself, its successors in interest and assigns, and granted to the Association, over the parcel located on Emerald Pointe Drive labeled "COS" on the Map.

Declarant or the Association shall erect and maintain a stone monument with an entrance sign upon the Entrance Monument Easement. Entrance Signs shall be built to the applicable governmental standards for signs.

Section 11. Fences and Walls. No wooden fence, or brick or stone wall may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot. In the case of a corner Lot, no sideyard fence shall be located nearer than the side of the house facing the side street line. No wooden fences, or brick or stone walls greater than six (6) feet in height are permitted. Chain link or other metal fencing is not permitted, except that: (i) 2" x 4" metal mesh may be used with split rail fencing to contain animals or children within rear or side yards; and (ii) chain link or other metal fencing may be used upon the Amenity Area. Perimeter fencing shall not have more than seventy percent (70%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence. A wall constructed of brick or stone and used in lieu of a fence is exempt from the openness test.

Section 12. Signs. No signs of any kind may be displayed to the public view on any Common Area other than upon the Entrance Monument Easement as set forth in Section 10 above). No signs of any kind may be displayed to the public view on any Lot with the following exceptions which may not exceed five square feet in size: (a) one sign (on the Lot only) advertising the property for sale; and (b) one sign on the Lot only used by a builder to advertise the Lot during the construction and sales period; and (c) temporary political signs. These restrictions shall never apply to permanent Entrance Monuments, or to temporary entry signs or advertising by Declarant, or for sales signs installed by Declarant or its agents prior to the sellout of the Subdivision.

Section 13. Antennas; Satellite Dishes or Discs. No freestanding radio or television transmission or reception

towers, antennas, discs or satellite dishes may be erected or maintained on any Lot. Customary roof-mounted antennas which may extend not more than ten (10) feet above the highest roof line ridge of the house are permitted.

Section 14. Lot Maintenance; Trash Disposal. Each Owner shall keep his Lot in a clean and orderly condition and shall keep the improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any Lot. No Lot shall be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on any Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.

Section 15. Offstreet Parking; Off-Water Boat Storage. Each Lot Owner shall provide a concrete or asphalt driveway which provides space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on the Lot. No truck or commercial vehicle in excess of one-ton load capacity or any vehicle under repair, or any trailer, wrecked or junked motor vehicle shall be parked upon or permitted to remain on any Lot or the Parking Area. No boat or boat trailer may be parked, left or stored on the Parking Area. No trailer, mobile home, recreational vehicle, camper or boat shall be used as a residence. All trucks, trailers, campers, motor homes and recreational vehicles must have a current license plate affixed and must be parked in an enclosed garage. All automobiles must have a current license plate affixed and must be parked in a carport, enclosed garage, or on a concrete or asphalt driveway or in the Parking Area (when using the Amenity Area). Trailers of any type and boats on trailers shall be kept inside of an enclosed structure and not within the fifty foot (50') waterfront setback.

Section 16. Sewage Disposal. Every dwelling unit erected on any Lot shall be served by an approved septic system for the disposal of sewage, or connected to a private or public sewage disposal system. All septic systems or other private sewage disposal systems shall be approved by, and constructed and maintained in accordance with all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction.

Section 17. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and

the Subdivision, and no well may be dug or constructed on any Lot for the purpose of providing domestic water supply.

Section 20. Removal of Trees and Other Vegetation. All trees, shrubs and ground cover within the 50' waterfront setback shown on the Map are considered to be "protected" vegetation in that cutting and clearing generally is not permitted therein without the prior written consent of Declarant or the Board of Directors. The practical exceptions to this rule are that dead or diseased trees may be removed, poisonous plants may be removed, underbrush may be selectively cleared, understory may be thinned to provide better views, individual trees may be limbed up, and grass or ground covers may be planted.

"Mature trees" inside the 50 foot waterfront setback as shown on the Map may not be cut down or otherwise removed without the specific written approval of the Declarant or the Association. "Mature trees" for purposes of this Declaration shall mean the following:

Tree Type	Caliper
Evergreen	6" or greater
Deciduous	6" or greater

Furthermore, in the event that trees, shrubs or ground cover is removed in connection with the improvements of any Lot, at least fifty percent (50%) of the area cleared of such vegetation (excluding built upon area) shall be replaced with grass (which grass shall be maintained upon such area) unless Declarant or the Board of Directors approves an alternative landscaping plan in writing.

The Association shall have the authority but not the obligation, in their sole discretion, to assess penalties against an Owner who cuts, damages, or removes any trees, shrubs or other vegetation on its Lot or any other Lot or Common Area contrary to the above provisions.

The penalties set out in this Section 20 shall be considered Special Individual Assessments against the respective Owner's Lot, entitling the Association to the assessment collection remedies specified in Article VII of this Declaration.

Section 21. Marine Toilets. No water craft equipped with a marine toilet having a fixed or portable holding tank, or a through hull or overboard discharge toilet, shall be permitted at the Pier or Boatslips.

Section 22. Docks, Piers and Boat Houses. The owner of any Lot adjoining the waters of Lake Keowee may construct one (1) dock or pier, provided that such Lot is not located in an area where the narrowness of a cove precludes construction of a dock or pier as determined by Duke Power Company and/or any governmental entity having jurisdiction at the time such improvements are to be constructed. Any waterfront improvement should have a low profile and open design to minimize obstruction of neighbors' views. Enclosed or two-level docks and enclosed or two-level boat houses will not be allowed either on the water or within the fifty foot (50') waterfront setback.

Piers, docks and boat houses shall be subject to approval by Duke Power Company and/or any governmental entity having jurisdiction at the time such improvements are made.

ARTICLE IX

INSURANCE

Section 1. Board of Directors. The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in no less than the amounts set forth below:

(a) Fire. All improvements and all fixtures included in the Common Area, including the Cabana, Pool, Pier and Boatslips, and all personal property and supplies belonging to the Association shall be insured in an amount equal to 100% of the current replacement cost up to the amount specified in the insurance policy (exclusive of land, foundation, excavation and other normally excluded items) as determined annually by the Board of Directors with the assistance of the insurance company providing coverage. The Board of Directors shall, at least annually, review the insurance coverage required herein and determine 100% of the current replacement cost of such improvements and fixtures and personal property and supplies. Such coverage shall provide protection against loss or damage by fire, windstorm, vandalism and malicious damage and all perils covered by a standard "all risk" insurance policy. All such policies shall provide that adjustment of loss shall be approved by the Board of Directors and the insurance company. In addition to the provisions and endorsements set forth in Section 4 of this Article, the fire and casualty insurance described herein shall contain the following provisions:

(i) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Owners and their employees, agents, tenants and invitees; and

(ii) a provision that the coverage will not be prejudiced by act or neglect of one or more Owners when

Section 2. Premium Expense. Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Board of Directors and charged as a common expense to be collected from the Owners pursuant to **Articles V** and **VI** hereof.

Section 3. Special Endorsements. The Board of Directors shall make diligent effort to secure insurance policies that will provide for the following:

(a) recognition of any insurance trust agreement entered into by the Association;

(b) coverage that may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least forty-five (45) days' prior written notice to the named insured, any Insurance Trustee and all Mortgagees; and

(c) coverage that cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner or any Mortgagee.

Section 4. General Guidelines. All insurance policies purchased by the Board of Directors shall be with a company or companies licensed to do business in the State of South Carolina and holding a rating of "A-10" or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Association and shall be issued in the name of and provide that all proceeds thereof shall be payable to the Association. Notwithstanding any of the foregoing provisions and requirements relating to insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, who shall have exclusive authority to negotiate losses under any policy providing such insurance.

Section 5. Owner's Personal Property. The Association or the Declarant shall not be liable in any manner for the safekeeping or conditions of any boat or other personal property belonging to or used by any Owner or his family, guests or invitees, located on or used at the Pier, Boatslips, Amenity Area or other Common Areas. Further, the Association or the Declarant shall not be responsible or liable for any damage or loss to or of said boat, its tackle, gear, equipment or other property located thereon, or any other personal property of any Owner, his family, guests or invitees located on or used at the Pier, Boatslips or other Common Areas. Each Owner shall be solely responsible for all such boats and other personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase of, at such Owner's

sole cost and expense, any liability or other insurance for damage to or loss of such property. Every Member of the Association is required to submit to the Association a Certificate of Insurance showing proof of boat liability insurance coverage at the time of initiating the use of the Piers and Boatslips.

ARTICLE X

RIGHTS OF MORTGAGEES

Section 1. Approval of Mortgagees. Unless at least seventy-five percent (75%) of the Mortgagees holding Mortgages on Lots located within the Development then subject to the full application of this Declaration, have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association (the granting of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) fail to maintain fire and extended coverage insurance on insurable improvements in the Common Area on a current replacement cost basis in an amount not less than 100% of the insurable value as set forth in Article IX; or

(d) use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged Common Area or other common amenities.

Section 2. Additional Rights. Any Mortgagee shall have the following rights, to wit:

(a) to be furnished at least one copy of the annual financial statement and report of the Association, such annual statement and report to be furnished within ninety (90) days following the end of each fiscal year;

(b) to be given notice by the Association of the call of any meeting of the Association's membership, and to designate a representative to attend all such meetings;

(c) to be given prompt written notice of default under the Declaration, the Bylaws or any rules and regulations promulgated by the Association by any Owner owning a Lot

encumbered by a Mortgage held by the Mortgagee, such notice to be sent to the principal office of such Mortgagee or the place which it may designate in writing;

(d) to be given prompt written notice of any casualty loss to the Common Areas, or loss by eminent domain or other taking of (i) the Common Areas or (ii) any Lot encumbered by a Mortgage held by the Mortgagee;

(e) to be given prompt written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(f) to be given prompt written notice of any eminent domain or condemnation proceeding affecting the Property; and

(g) to be given prompt written notice of any action which requires the consent of all or any portion of the Mortgagees as specified herein.

Whenever any Mortgagee desires the provisions of this Section to be applicable to it, it shall serve or cause to be served written notice of such fact upon the Association by Certified Mail, return receipt requested, addressed to the Association and sent to its address stated herein, identifying the Lot or Lots upon which any such Mortgagee holds any Mortgage or identifying any Lot owned by it, together with sufficient pertinent facts to identify any Mortgage which may be held by it and which notice shall designate the place to which notices are to be given by the Association to such Mortgagee.

Section 3. Books and Records. Any Mortgagee will have the right to examine the books and records of the Association during any reasonable business hours.

Section 4. Payment of Taxes and Insurance Premiums. The Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against the Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for property owned by the Association and the persons, firms or corporations making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XI

CONDEMNATION

Section 1. Partial Taking Without Direct Effect on Lots. If part of the Property shall be taken or condemned by any authority having the power of eminent domain, such that no Lot

is taken, all compensation and damages for and on account of the taking of the Common Area, exclusive of compensation for consequential damages to certain affected Lots, shall be paid to the Board of Directors in trust for all Owners and their Mortgagees according to the loss or damages to their respective interests in such Common Area; provided, however, that all compensation and damages for and on account of the taking of the Pier and Boatslips. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Area, without limitation on the right of the Owners to represent their own interests. Each Owner, by his acceptance of a deed to a Lot, hereby appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the condemnation of the Common Area. Such proceeds shall be used to restore the Common Area with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board of Directors, in its sole discretion. Nothing herein is to prevent Owners whose Lots are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Lots, or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Area. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Lots without such allocation, the award shall be divided between affected Owners and the Association, as their interests may appear, by the Board of Directors in its sole discretion.

Section 2. Partial or Total Taking Directly Affecting Lots. If part or all of the Property shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof (including specific easements assigned to any Lot) is taken, the Association shall have the right to act on behalf of the Owners with respect to Common Area as provided in Section 1 of this Article XI and the proceeds shall be payable as outlined therein. The Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. All compensation and damages for and on account of the taking of any one or more of the Lots, or improvements, fixtures or personal property thereon, shall be paid to the Owners of the affected Lots and their Mortgagees, as their interests may appear. If all of the Property shall be taken such that the Association no longer has reason to exist and shall thereafter be dissolved and/or liquidated, all compensation and damages for and on account of the taking of the Common Area shall be distributed with the other assets of the Association in accordance with the Articles of Incorporation.

Section 3. Notice to Mortgagees. A notice of any eminent domain or condemnation proceeding shall be sent to all Mortgagees who have served written notice upon the Association in accordance with Article X, Section 2 hereof.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. Declarant, being the developer of other subdivisions in the area of the Subdivision, wishes to maintain a high standard in the appearance and quality of the Subdivision. Though damages would be difficult to measure, the failure of the Owners and the Association to abide by the terms, covenants and restrictions contained in this Declaration would result in irreparable damage to Declarant and its reputation. Accordingly, Declarant, during the term of this Declaration as set forth in Section 4 of this Article XII, as well as the Association or any Owner or Owners, shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, covenant, reservation, lien or charge, either to restrain violation thereof or to recover damages therefor. Each Owner and the Declarant shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration and the Bylaws and any duly authorized rules and regulations governing the Development against the Association.

In addition, the Association hereby covenants and agrees that it shall exercise its power of enforcement hereunder in order to maintain a first class subdivision in appearance and quality, and that it shall, upon the request of Declarant, enforce any restriction, condition, covenant or reservation contained in this Declaration deemed by Declarant, in its sole discretion, to have been violated, using all remedies available to the Association at law or in equity. The Declarant hereby reserves the right and easement to go upon any portion of the Common Area at any time in order to repair and maintain such Common Area where needed, in Declarant's sole discretion, to bring such Common Area within the standards required by Declarant. Should Declarant so go upon the Common Area to perform maintenance and repairs for such purpose, the Association hereby agrees to reimburse Declarant in full for the cost of such maintenance and repairs, upon receipt of a statement for such cost from Declarant. Failure by Declarant, 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by Owners holding a majority of votes appurtenant to the Lots which are then subject to this Declaration subject to the following conditions:

(a) all additions or amendments must be consented to by Declarant in writing so long as Declarant is the owner of any Lot in the Development;

(b) any addition or amendment materially affecting the Boatslip Lot Owners' rights to use the Piers, Boatslips and Boatslip Path or the Boatslip or Special Boatslip Assessment provisions of this Declaration must also be approved by a vote of a majority of the votes appurtenant to the Boatslip Lots;

(c) notwithstanding anything in this Section 3 to the contrary, Declarant may, at Declarant's option, amend this Declaration without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause this Declaration to comply with the requirements of FHA, VA, the Federal National Mortgage Association or other similar agency;

(d) no amendment shall become effective until the instrument evidencing such change has been filed of record.

Section 4. Term. The covenants and restrictions of this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date this Declaration is recorded; after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then Owners of the Lots, plus Declarant, has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. Provided, however, that the residential use restrictions set forth in Article VIII, Section 1 of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them in perpetuity. Notwithstanding any provision in this Declaration to the contrary, Declarant's power to designate Boatslips as set forth in Article IV, Section 8, shall expire not later than twenty-one (21) years from the date of the death of the last to die of the now living grandchildren of George Herbert Walker Bush, past President of the United States.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, all the day and year first above written.

WITNESSES:

First Witness

Second Witness

CRESCENT RESOURCES, INC.,
a South Carolina Corporation

By: _____
Vice President

ATTEST:

_____
Assistant Secretary

[CORPORATE SEAL]

FILED FOR RECORD
OCONEE COUNTY
S.C.
JUL 27 1 27 PM '93
SALLIE A. SMITH
CLERK OF COURT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Personally appeared before me, Dorothy DeFabio, (First Witness) and made oath that he/she saw the within named Crescent Resources, Inc. by Gilbert D. Stephenson, Jr. its Vice President, and Ethelene G. Williams its Assistant Secretary, Sign, Seal and as the Corporate Act and Deed deliver the within written Deed; and that he/she with Sharon C. Arrowood (Second Witness) witnessed the execution thereof and saw the corporate seal thereto affixed.

Sworn to before me this 10th day of May A.D. 1993

Sharon C. Arrowood (L.S.)
Notary Public for North Carolina

My Commission Expires: 10/13/93

[NOTARY SEAL]

Dorothy DeFabio
First Witness

FILED FOR RECORD
MECKLENBURG COUNTY
JUL 27 1 27 PM '93
SALLIE G. SMITH
CLERK OF COURT

(237)(5/5/93)

EXHIBIT A
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EMERALD POINTE

DECLARATION AND PETITION FOR INCORPORATION
APPLICATION MUST BE TYPEWRITTEN
DO NOT FILE IN DUPLICATE

The undersigned declarants and petitioners,

NAME	STREET ADDRESS AND CITY
Stephen H. Schreiner	400 South Tryon Street, Suite 1300 Charlotte, NC 28201
Gilbert D. Stephenson, Jr.	"
Leslie A. Lancaster	"
	"

being two or more of the officers or agents appointed to supervise or manage the affairs of Emerald Pointe Owners' Association, Inc.

a _____ which has been duly and regularly organized for the purposes hereinafter to be set forth, do affirm and declare that at a meeting of the aforesaid organization, held pursuant to the by-laws or regulations of the said organization, they were authorized and directed to apply for incorporation.

That the said organization holds, or desires to hold, property in common for a Religious, Educational, Social, Fraternal, Charitable or other fraternizary purpose, or any two or more of said purposes, and is not organized for the purpose of profit or gain to the members, otherwise than is above stated, or for the insurance of life, health, accident or property; and that the three days' notice in the Seneca Journal/Tribune a newspaper published in the County of Oconee has been given that the aforesaid Declaration would be filed.

The said Declarants and Petitioners further declare and affirm

FIRST. Their names and residences are as above given.

SECOND. The name of the proposed Corporation is Emerald Pointe Owners' Association, Inc.

THIRD. The place at which it proposes to have its headquarters or to be located is c/o Crescent Resources, Inc., 400 South Tryon Street, Suite 1300 (Street and Number) in the City of Charlotte, NC 28201

FOURTH. The purpose of the said proposed Corporation is to further social activities of property owners Emerald Pointe subdivision located in Oconee County and in connection therewith to provide services to such property owners, manage and maintain their common properties and administer and enforce all covenants and restrictions imposed on Emerald Pointe subdivision.

FIFTH. The names and residences of all Managers, Trustees, Directors or other officers, are as follows:

NAMES	TITLE	ADDRESS
Stephen H. Schreiner	Director	400 South Tryon St., Suite 1300 Charlotte, NC 28201
Gilbert D. Stephenson, Jr.	Director	400 South Tryon St., Suite 1300 Charlotte, NC 28201
Leslie A. Lancaster	Director	400 South Tryon St., Suite 1300 Charlotte, NC 28201

SIXTH. That they desire to be incorporated in perpetuity (or dissolvable at will).

Wherefore your petitioners pray that the Secretary of State do issue to the aforesaid Emerald Pointe Owners' Association, Inc. (Insert Name of Association)

A Certificate of Incorporation, with all rights, powers, privileges and immunities, and subject to all the limitations and liabilities conferred by Title 55, Chapter 55, 1974 Code, and Acts amendatory thereto, to provide for the incorporation of Religious, Educational, Social, Fraternal or Charitable Churches, Lodges, Societies, Associations, or Companies, and for amending the Charters of those already formed and to be formed.

Date. _____, 1993

(Sign here) _____
Stephen H. Schreiner

_____
Gilbert D. Stephenson, Jr.

_____
Leslie A. Lancaster

EXHIBIT "B" TO
DECLARATION FOR EMERALD POINTE

BYLAWS
OF
EMERALD POINTE OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation is EMERALD POINTE OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 2. Location. The principal office of the Association shall be located in either Oconee County, South Carolina or Mecklenburg County, North Carolina. The registered office of the Association may be, but need not be, identical with the principal office.

Section 3. Purpose. The purpose for which the Association is organized is to further social activities of owners of Lots in EMERALD POINTE Subdivision located in Oconee County and in connection therewith to provide services to such property owners, manage and maintain the Common Area and administer and enforce all covenants and restrictions dealing with the Property located in Emerald Pointe and any other purposes allowed by law.

ARTICLE II

DEFINITIONS

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for EMERALD POINTE executed by Crescent Resources, Inc., and duly recorded in the Office of the Clerk of Court for Oconee County, South Carolina, as the same may be supplemented and amended from time to time (the "Declaration").

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on the first (1st) Tuesday in April of 1994 or on such other date as determined by a vote of the Board of Directors, and each subsequent regular annual meeting of the Members shall be held on the first (1st) Tuesday in

April each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes appurtenant to the Lots.

Section 3. Meetings of Boatslip Lot Owners. Meetings of the Members owning Boatslip Lots may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes appurtenant to the Boatslip Lots, for the purpose of discussing and voting on matters affecting the Boatslip Lots, the Piers or Boatslips. Such meetings may be held at the annual meeting of the Members or at a special meeting of the Members owning Boatslip Lots.

Section 4. Place of Meetings. All meetings of the Members and the Members owning Boatslip Lots shall be held at such place, within Mecklenburg County, North Carolina or Oconee County, South Carolina, as shall be determined by the Board of Directors of the Association.

Section 5. Notice of Meetings. Written notice of each meeting of the Members and Members owning Boatslip Lots shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than thirty (30) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6. Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights.

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said 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 Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant or an Approved Builder which have not been conveyed to purchasers who are not affiliated with the Declarant. Declarant shall be entitled to four (4) votes for each Class B Lot owned by it.

Section 7. Relinquishment of Control. 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 the number of votes in the Class A membership held by Owners occupying full-time homes in the Subdivision equals the total number of votes outstanding in the Class B membership; or

(b) upon the expiration of five (5) full years after the registration of this Declaration, unless Declarant, in its sole discretion, elects to convert the Class B Lots to Class A Lots at an earlier time.

Section 8. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one third (1/3) of the votes appurtenant to the Lots (or to the Boatslip Lots, if a meeting of the Members owning Boatslip Lots) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 10. Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of no less than two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of the Members.

Section 11. Action by Members Owning Boatslip Lots. Except as otherwise provided in the Articles of Incorporation, the Declaration or the Bylaws, any act or decision approved by a vote of no less than two-thirds (2/3) of all votes present at a duly held meeting of the Members owning Boatslip Lots at

which a quorum is present shall be regarded as the act of such Members.

Section 12. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members or Members owning Boatslip Lots in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members or Members owning Boatslip Lots shall constitute a waiver of notice by him of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, or if all the Members owning Boatslip Lots are present at a meeting of such Members, no notice shall be required and any business may be transacted at such meeting.

Section 13. Informal Action by Members. Any action which may be taken at a meeting of the Members or Members owning Boatslip Lots may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number. The business and affairs of the Association shall be managed by a Board of three directors, who need not be Members of the Association.

Section 2. Initial Directors. The initial directors shall be selected by the Declarant. Such initial directors shall serve at the election of the Declarant from the date upon which the Declaration is recorded in the Office of the Clerk of Court of Oconee County until such time as their successors are duly elected and qualified.

The names of the persons who shall serve on the initial Board of Directors from the date upon which the Declaration is recorded in the Office of the Clerk of Court of Oconee County until such time as their successors are duly elected and qualified are as follows:

Name	Address
Stephen M. Schreiner	400 South Tryon Street, Suite 1300 Charlotte, North Carolina 28201
Gilbert D. Stephenson, Jr.	400 South Tryon Street, Suite 1300 Charlotte, North Carolina 28201

Leslie A. Lancaster

400 South Tryon Street, Suite 1300
Charlotte, North Carolina 28201

Section 3. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the first meeting of the Members. After the first election of directors, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4. Election. Except as provided in Section 6 of this Article IV, Directors shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5. Term of Office. Each director shall hold office for the term for which he was elected, or until his death, resignation, retirement, removal, disqualification or until his successor is elected and qualified. At the first annual meeting of the Members, the Members shall elect one (1) member of the Board of Directors for a term of three (3) years, who shall be the person receiving the largest number of votes, one (1) Member of the Board of Directors for a term of two (2) years, who shall be the person receiving the second largest number of votes, and one (1) Member of the Board of Directors for a term of one (1) year, who shall be the person receiving the third largest number of votes. At all annual elections thereafter, a director shall be elected by the Members to succeed that director whose term then expires. Nothing herein contained shall be construed to prevent the election of a director to succeed himself.

Section 6. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. The Members may elect a

director at any time to fill any vacancy not filled by the directors.

Section 7. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board of Directors shall be held on a regular basis as often as the Board sees fit, but no less often than annually, on such days and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

Section 6. Liability of the Board. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association

unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, including but not limited to the Piers, Boatslips, Boatslip Path, Cabana and Pool, and the personal conduct of the Members, their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member, including the rights to use the Piers, Parking Area, Cabana, Pool and Boatslips, during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties;

(f) employ attorneys to represent the Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewer or water lines and other utilities or drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Property;

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient;

(i) do anything necessary or desirable, including, but not limited to, establishing any rules or regulations which the Association deems necessary to carry out the purposes of the Association as set forth herein or as permitted by law;

(j) to enforce the provisions of the Declaration and any Additional or Supplementary Declaration and any rules or regulations made hereunder or thereunder and to enjoin and/or, at its discretion, seek damages or other relief for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions, rules or regulations pursuant to the provisions of the Declaration; and

(k) to levy assessments as more particularly set forth in the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to at least one-third (1/3) of the votes appurtenant to the Lots;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration:

(1) Fix the amount of the Annual Assessments and Boatslip Assessments, as defined in the Declaration, against each Lot at least thirty (30) days before January 1 of each calander year;

(2) Send written notice of each assessment to every Owner subject thereto before its due date and before January 1 of each year; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4, Article VII.

Section 8. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 9. Duties. The duties of the officers are as follows:

President

(a) The President shall be the principal executive officer of the Association, and subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal, shall serve notice of meetings of the Board and of the Members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, shall cause an annual audit

of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual Assessments and Special Assessments and each Owner of a Boatslip Lot is obligated to pay to the Association Boatslip Assessments and Special Boatslip Assessments, as defined in the Declaration. Any assessments which are not paid when due shall be delinquent. If an assessment is not paid by its due date, as set forth in the Declaration, the assessment shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less, plus such late charge an may be established by the Board, and the Association may bring an action at law against the Member personally obligated to pay the same. The late charges, costs of collection and reasonable attorneys' fees related to any such action shall be added to the amount of such assessment, all in accordance with the provisions of the Declaration. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words EMERALD POINTE OWNERS ASSOCIATION, INC.

ARTICLE XII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of at least two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Notwithstanding anything in this Section 1 to the contrary, the Class B Member may at its option amend these Bylaws without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause these Bylaws to comply with the requirements of the FHA, VA, Federal National Mortgage Association or similar agency.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall be the calander year and shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIV

INDEMNIFICATION OF DIRECTORS, AND OFFICERS

The Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any

threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article XIV, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

EXHIBIT "C"
TO
DECLARATION
FOR
EMERALD POINTE

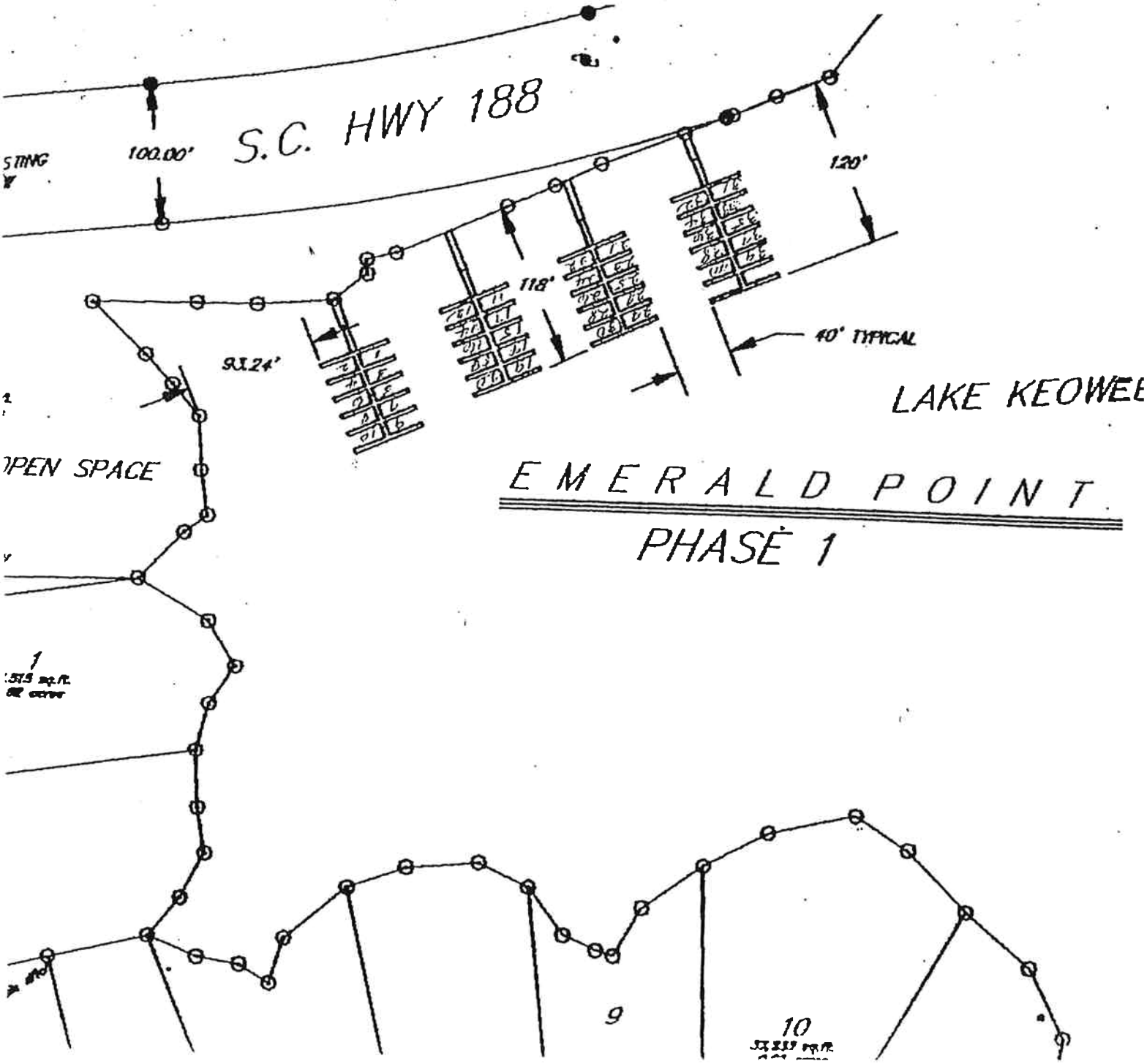


EXHIBIT "D"
TO
DECLARATION
FOR
EMERALD POINTE

EXHIBIT D
TO
DECLARATION FOR EMERALD POINTE

EROSION CONTROL PRACTICES
(Page 1 of 4)

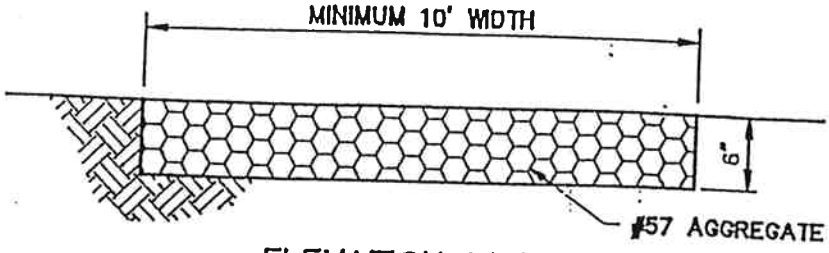
Each Owner shall be responsible for causing the following minimum erosion control practices to be implemented and maintained throughout the course of all earth-disturbing operations until the time of final seeding:

a. Roadway and Homesite Construction Entrance.

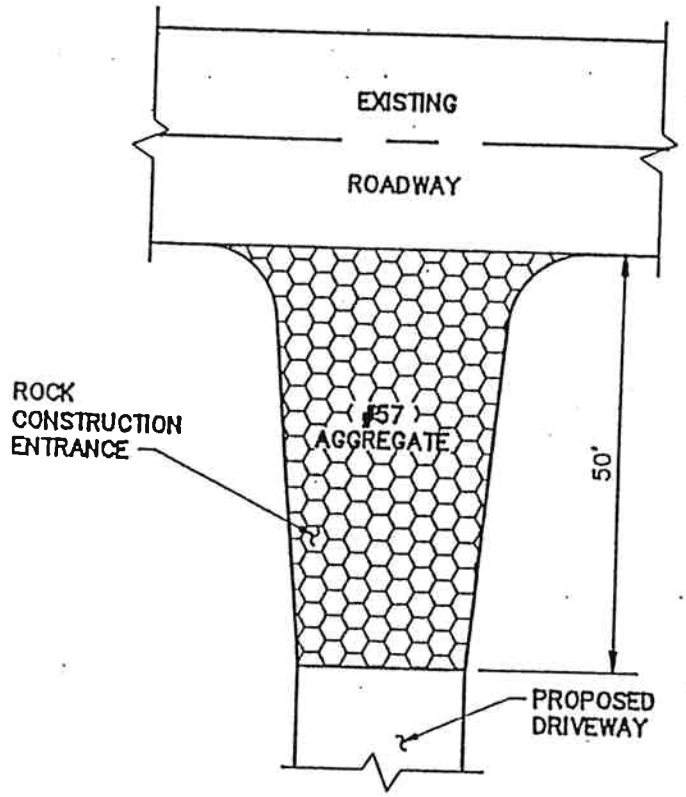
Prior to the start of any earth-disturbing operation, a stone construction entrance shall be installed on the building site (the "Construction Entrance"). The Construction Entrance shall: (i) if possible, be installed in the same location as the proposed driveway so as to minimize the amount of disturbed area; (ii) extend a minimum of 50 feet from an existing roadway; and (iii) be installed, preserved and replaced, if necessary, in accordance with the standards more particularly set forth on page 2 of this Exhibit D.

b. Silt Control Devices.

Prior to the start of any earth-disturbing operation, a diversion ditch and rock check dam shall be constructed and maintained on the building site (collectively "Silt Control Devices"). The Silt Control Devices shall be located at the boundary of the estimated disturbed area as set forth more particularly on page 3 of this Exhibit D and shall be constructed, preserved and replaced, if necessary, in accordance with the standards set forth on page 4 of this Exhibit D.



ELEVATION VIEW



PLAN VIEW

ROADWAY AND HOMESITE CONSTRUCTION ENTRANCE DETAIL

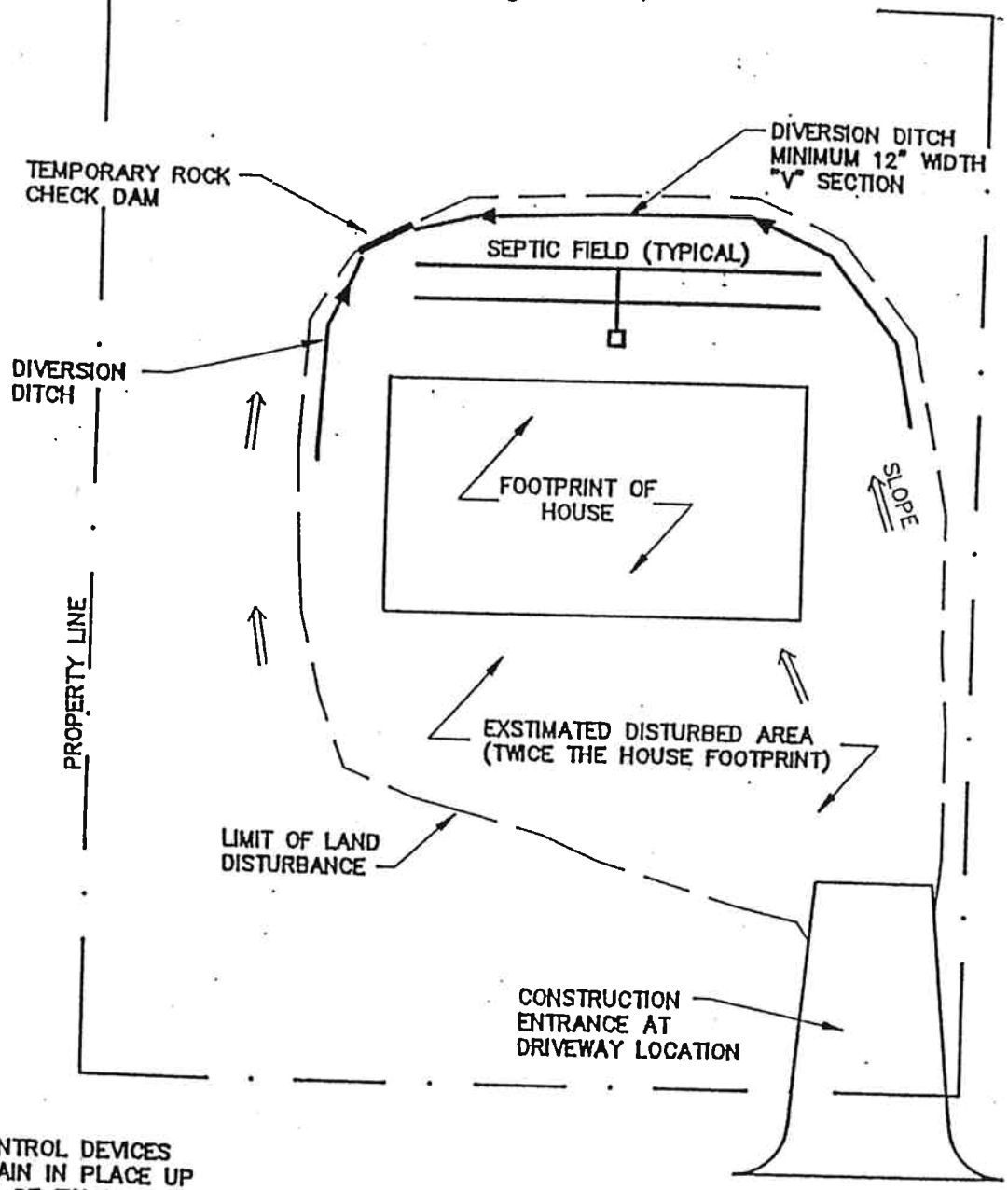
N. T. S.

CRESCENT RESOURCES
INC

P.O. BOX 1003
CHARLOTTE, NC 28201

PROJECT

Emerald Pointe



NOTES:

1. SILT CONTROL DEVICES TO REMAIN IN PLACE UP TO TIME OF FINAL SEEDING.
2. ON WATERFRONT LOTS, ALL SEDIMENT CONTROL DEVICES ARE NOT TO ENCROACH ON 50 FT WATERFRONT SETBACK.

TYPICAL EROSION CONTROL MEASURES FOR INDIVIDUAL HOMESITES

N. T. S.

CRESCENT RESOURCES
INC

P.O. BOX 1003
CHARLOTTE, NC 28201

PROJECT

Emerald Pointe