

Centre Court Community Association, Inc.
PO Box 49159
Greenwood, South Carolina 29649

Mid Year Update

August 27, 2006

Dear Homeowners,

I am writing to update you of the happenings of our homeowners association. I am pleased to report that the board of director's elections that were conducted earlier this year has resulted in an active and committed board comprised of the following members: Stefanie Bowen, Linda Koone, Gray Stallworth, Jason Steinberg, and Kevin Dempsey. The board has already formed several committees to address the needs of our association. We will be asking many of you to serve in some capacity. I ask that you consider this request and consider the importance of serving.

One issue that needs to be addressed is the covenants and restrictions (C&Rs) that are part of our association. These C&Rs have been a part of our association since inception. Each homeowner should have received a copy when purchasing your home; they are recorded at the court house as a matter of public record. Nevertheless, I have included a copy for your review as some of you have stated you do not have a copy or were not aware that they even existed. I ask that everyone review the enclosed. It is not the boards' intent to single out any homeowner but to uphold all association members accountable.

Centre Court is a great development. Homebuilders continue to build in our neighborhood and families new to town continue to seek out this development. Centre Court embodies a true sense of community. Later this fall we will be having our annual homeowners meeting. I encourage everyone to attend. In the mean time, I appreciate your commitments and concerns. Thank you for your attention to this matter.

Sincerely,



Kevin S. Dempsey

President

Centre Court Community Association, Inc.

Enclosures

Filed this 25th day of 11th Mo. 1991
Book 365 Page 599
D. M. Pat Sarah
G.C.C.A. INC. GREENWOOD, S.C.

STATE OF SOUTH CAROLINA)
:
COUNTY OF GREENWOOD)

DECLARATION OF COVENANTS,
RESTRICTIONS AND LIMITATIONS
AND PROVISIONS FOR MEMBERSHIP
IN CENTER COURT COMMUNITY
ASSOCIATION, INC.

THIS DECLARATION, is made this 11th day of November, 1991,
by PARK PLACE COMPANY (hereinafter referred to as "Declarant") of
Greenwood, South Carolina.

W I T N E S S E T H:

WHEREAS, PARK PLACE COMPANY, a general partnership organized
and existing under the laws of the State of South Carolina, is the
owner of certain lands (hereinafter referred to as the "Property")
described in Article I of this Declaration, located in Greenwood,
County, South Carolina; and

WHEREAS, Declarant desires to develop its properties in a
coordinated manner, with provisions for certain common areas,
common access ways and common regulations and cost sharing, all as
more particularly set forth herein; and

WHEREAS, Declarant finds that private controls over the use
of the land are an effective means of establishing, preserving,
maintaining and, in some instances, enhancing, the economic or
intangible values pertaining to the use and enjoyment of the
Property and, to this end, Declarant desires to establish on the
Property certain private land use controls, conditions,
restrictions, equitable servitudes, encumbrances, affirmative
obligations, burdens, benefits, reservations, easements,
assessments, charges and liens (hereinafter referred to as the
"Declaration" or these "Covenants"); and

WHEREAS, Declarant deems it desirable to provide a mechanism
for the proper administration of these Covenants, including, but
not limited to, the ownership, operation and maintenance of common
facilities on the Property, the performance of acts of maintenance,
administration, assessment, enforcement and other activities set
forth in these Covenants and other mandated and discretionary
functions consistent with the purpose of these Covenants which
benefit the Property; and

WHEREAS, in connection with the need for such a mechanism,
Declarant has caused or will cause to be incorporated under the
laws of the State of South Carolina a nonprofit corporation, the
Center Court Community Association, Inc., for the purpose of
exercising the functions aforesaid, and which are hereinafter more
fully set forth; and

NOW, THEREFORE, Declarant hereby declares that the Property
hereof is and shall be held, transferred, sold, devised, assigned,

conveyed, given, purchased, leased, occupied, possessed, mortgaged, encumbered and used subject to these Covenants. These Covenants, the benefit of these Covenants, and the affirmative and negative burdens of these Covenants, whether pertaining to items, benefits and obligations presently existing or to be created or executed in the future, do and shall, in equity and at law, touch and concern, benefit and burden, and run with the land and any estates in the land herein referred to as the Property, and these Covenants are intended to be covenants and servitudes burdening and benefiting all persons now or hereafter deriving a real property estate in the Property whether by assignment, succession or inheritance or other method of conveyance.

**PART ONE
GENERAL REFERENCES**

**ARTICLE I:
Definitions**

Section 1.1: Definitions. The following words and terms, when used in this Declaration, or any supplemental Declaration, unless the context clearly shall indicate otherwise, shall have the following meanings.

(a) "Architectural Review Board" ("ARB") means the architectural review board described in Section 3.2 of this Declaration.

(b) "Association" shall mean and refer to the Center Court Community Association, Inc., a South Carolina nonprofit corporation which Declarant has formed or will cause to be formed.

(c) "Board" means the Board of Directors of the Association as defined in the Bylaws of the Association.

(d) "Common Property" shall mean and refer to those areas of land with any improvements thereon which are deeded to the Association and designated in said deed as Common Property. The term "Common Property" shall include any personal property acquired by the Association, if said property is designated as "Common Property." All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners of the Properties. The term "Common Property" shall also refer to all areas provided for common use and enjoyment of Members, and designated as Common Property on the plats referred to in Exhibit "A" or any other approved plat or master plan evidencing a specific intent to designate Common Property, whether or not such property has been actually conveyed to the Association, and whether or not such Common Property is presently designated on the existing

master plan or subsequently designated by Declarant, which shall be at Declarant's sole discretion. Declarant may likewise modify any Common Property designation prior to actual conveyance to the Association, at Declarant's discretion.

(e) "Declarant" shall mean and refer to Park Place Company and its successors and assigns other than purchasers of Lots within the Property.

(f) "Dwelling Unit" shall mean any improved property intended for use as a single family dwelling within the Property.

(g) "Lot" shall mean and refer to any parcel of land within the Property owned by Declarant at the date of this Declaration and intended to be conveyed in the future to others other than the Association, as well as to any previously conveyed parcel of land within the Property which may be voluntarily submitted to this Declaration by the execution and recording of appropriate amendments to this Declaration.

(h) "Member" shall mean and refer to all those Owners who are Members of the Association as provided herein.

(i) "Owner" shall mean and refer to the record Owner whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any Lots situated upon the Property, but shall not mean or refer to a mortgagee unless and until such mortgage has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of the Owner.

(j) "Property" shall mean and refer to the real property described in Article II hereof.

ARTICLE II:

Property Description/General Plan of Development

Section 2.1: The Property. The real property ("the Property") which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants, is described in Exhibit "A" to these Covenants.

Section 2.2: Additional Property. In addition to the Property described in Section 2.1 above, wherever used in these Covenants the term "the Property" shall also mean and refer to all property which may be contiguous to the Property or located nearby, if such property is voluntarily submitted hereunder by Declarant,

without consent of the Association, or by the owner(s) of such property if Declarant is not the owner, with the consent of Declarant hereunder, its successors or assigns. The intent of this Section is that Declarant shall have the unrestricted right to submit additional property to these Covenants. Such submission of additional property herein shall become effective upon filing a document of record in the Office of the Clerk of Court for Greenwood County, South Carolina, executed in recordable form, by the property owner and Declarant, describing such property and stating the intent to be bound hereby and submitted hereunder.

Section 2.3: General Plan of Development.

(a) For purposes of these Covenants the phrase "master plan" shall mean and refer to conceptual master plans, general land use maps, advertising brochures, designs and drawings commissioned by Declarant and prepared by landscape architects, planners, designers, engineers, graphic illustrators and artists and similar professionals displaying possible future uses of the Property, prepared as an aid for orderly development of the Property or as part of its communications with the public and property purchasers, or as part of its research programs undertaken by Declarant for future development of the Property. Declarant intends to develop the Property in accordance with its own conceptual master plan, as modified from time to time as a residential community featuring recreational facilities, various amenities, and any other lawful activities which Declarant deems appropriate as uses for such property. Declarant reserves the right to review and modify its master plan at its sole option from time to time based upon its continuing research and design program.

(b) It is the intention of Declarant to convey to the Association the Common Properties as defined herein. In general, the timing of the conveyance shall be at Declarant's discretion. Once conveyed to the Association, these properties shall become Common Property. Declarant shall not be required to follow any predetermined sequence or order of improvements and developments; and may bring within the plan of these Covenants additional lands and develop the same before completing the development of the Property.

(c) Other than as stated in this Section 2.3, Declarant shall have full power to add to, subtract from, or make changes in its master plan. No implied reciprocal equitable servitudes or easements shall arise with respect to any lands retained by Declarant.

(d) In general, all future Owners of Lots and Dwelling Units within the Property and Members of the Association recognize that Declarant will have portions of this Center

Court Property under development for an extended period of time. As part of the development process, it is understood that the quiet enjoyment of the Property may be interfered with from time to time to some extent by construction operations. As stated above, Declarant has presented to the public certain renderings, plans, and models showing possible future development of the Property. Declarant does not warrant in any way the designs in those renderings, plans or models or how any portions of the improvements to the Property will actually be developed. All purchasers of Lots or Dwelling Units within the Property accept that any such renderings, plans or models are preliminary and in no way represent the final development plan of the Property. All Owners agree that Declarant shall have the sole right of design, construction, development and improvement of the Property.

Declarant expressly disclaims that any rights shall arise, or any restraints be created, by any reference or depiction of land use as shown on any master plan.

PART TWO
LAND USE RESTRICTIONS

ARTICLE III:
General Land Use Restrictions and Obligations

Section 3.1: Use of Property. Declarant does hereby declare that the Property which is the subject of this Declaration shall be utilized for single family residential purposes and all commercial activities upon or within said Property are hereby prohibited; provided, however, that this prohibition shall not be interpreted as preventing Declarant or its agents from maintaining sales offices, model homes, including signage pertaining thereto, or real estate sales related promotional activities upon the Property so long as Declarant owns any Lot within the Property, or any Future Development Property, as described in Article II hereof. Furthermore, this Section shall not prevent Declarant or the Association from charging user fees or rentals in conjunction with the use of Common Property or any of its retained recreational facilities.

Declarant further acknowledges that it may include additional restrictions or modifications in deeds to various properties to further define the scope of this general use condition. The allowance or approval of a proposed use under this Section shall not be interpreted as a representation that such use complies with any applicable governmental zoning and/or land use regulation. Such regulations may apply further use restrictions in addition to the above. Furthermore, if Declarant elects to allow submittal of additional property hereunder, Declarant, at its discretion, may

define allowed uses on said property at that time, which may include uses not allowed on the original property. With regard to such additional property, the type and size of future development and lots shall be at the sole discretion of Declarant, its successors and assigns. Absent such further definition of use, however, the provisions of this Declaration shall be applicable to such additional property.

Section 3.2: Architectural Review of Specifications for New Construction or Additions, Reconstructions, Alterations or Changes to Structures, Landscaping and Siting.

(a) No building, fence or other structure or landscaping element shall be erected, placed or altered on said Property until the proposed building plans, specifications, exterior color and finish, landscape plan, site development and drainage plan (showing proposed location of such building or structure, setbacks, open space, drives, landscape elements, patios, decks and parking areas) and construction schedule shall have been approved in writing by Declarant, its successors or assigns. Refusal of approval of plans, location or specifications may be based by Declarant upon any reasonable grounds, including purely aesthetic considerations, which in the sole discretion of Declarant shall seem sufficient.

(b) No alterations in the exterior appearance of any building, landscape element or structure shall be made without like approval by Declarant. One (1) copy of all plans and related data shall be furnished to Declarant, or its agent, for its records and a reasonable fee may be required at the time of submission to cover costs of plan review by professionals:-----

(c) Among other items, design guidelines may include suggested or required building materials, colors, setbacks, buffers, paving materials, plant materials, light fixtures, signs and graphics, benches, trash receptacles, etc.

(d) The placing of individual, private mailboxes upon Lots shall be subject to mandatory guidelines regulating the size, color or siting and construction of all mailboxes. Declarant may also choose to supply and install standard mailboxes for the Lot Owner and require reimbursement for its costs of same.

(e) To assure that buildings and other structures will be located so that reasonable view, privacy and breeze will be available to the largest practical number of structures built within the Property and that structures will be located with regard to the topography of each property taking into consideration the location of large trees as well as

structures previously built or approved pursuant to this Article for adjacent parcels of land, and other aesthetic and environmental considerations, the Declarant shall have the right to approve (subject to the provisions of the pertinent law) the precise site and location of any structure within the Property. The location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site.

(f) In submitting site development plans for review hereunder, each Lot Owner may be required to include calculations verified by an engineer or landscape architect regarding total pervious and impervious surface coverage, open space, gross building square footage, and any other data which may be requested. Declarant shall retain the absolute right to approve site development plans and to allocate any excess open space, density or pervious/impervious acreage following final approval of any presented plan to any other Lot, and such allocation shall be at Declarant's sole discretion and shall be binding upon all Lot Owners.

Section 3.3: Architectural Review Board. Declarant may establish and periodically appoint the members of an Architectural Review Board ("ARB") to function as its agent for the purpose of reviewing and approving all activities which are made subject to Declarant's approval by this Section. At any time after the activation of the Owners' Association as hereinafter provided, Declarant may, in its sole discretion, delegate and assign unto the Association the right and duty of maintaining and administering the ARB. The ARB shall be composed of three to five members, at Declarant's discretion, the members of which need not be Owners of Lots within the Property, and such members shall serve for staggered terms of three (3) years. Standards for review may be published by the ARB and made available to Owners or prospective Owners for the cost of publication. No approval of plans, location or specifications, and no publication of architectural standards bulletins by the Declarant or the ARB shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed building or that such standards comply with pertinent law. Any established standards or guidelines may be changed from time to time at the discretion of the ARB or Declarant, without prior notice. If additional property is submitted to these Covenants in the future, Declarant may submit such property subject to the same guidelines and review process, or establish such other guidelines and review process as Declarant may deem appropriate for such additional property, at Declarant's discretion.

DECLARANT SHALL ASSUME NO RESPONSIBILITY FOR THE ACTIONS OR INACTIONS OF THE ARB AND/OR THE ASSOCIATION AND ALL OWNERS AGREE TO HOLD DECLARANT HARMLESS IN THE EVENT OF ANY DAMAGES SUFFERED THEREBY.

Section 3.4: Exterior Antennas and Towers. No television antennas, radio antennas, satellite receivers or other rooftop device may be placed upon any Lot; provided, however, that such devices may be allowed by Declarant, at its discretion. In those cases when antennas or towers are allowed, Declarant shall have the right to regulate height, location and other aesthetic features, including the right to require appropriate natural or artificial screening and to require removal, at its discretion.

Section 3.5: Tree Removal. No trees measuring six inches (6") or more in diameter at a distance of four feet (4') above ground level may be removed without the written approval of Declarant, unless located within ten feet (10') of a building or within ten feet (10') of an approved site for such building.

Section 3.6: Screening. Owners must construct a screening fence or natural buffer to shield and hide from view any trash receptacles, fuel tanks, electric and gas meters, air-conditioning equipment and similar outside functions. Plans for such fence or screening delineating the size, design, texture, appearance and location must be approved by Declarant or the ARB prior to construction.

Section 3.7: Fuel Storage and Garbage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and they may be installed only within the screened area required in Section 3.6 herein, or buried underground. Further, Declarant, or the ARB, reserves the right to approve the size and location of any garbage receptacles, together with mandatory, appropriate screening.

Section 3.8: Minimizing Construction Disturbances. During the continuance of construction, the Property Owner and the contractor shall maintain the Lot in a clean and uncluttered condition, and construction, both exterior and interior, may not commence before 7 a.m. or be continued after 7 p.m. Monday through Friday, and is not permitted on Sunday. Provided however, Declarant, upon submission of a request by a property owner, may in its discretion allow weekend work based upon the factors existing at that time.

Section 3.9: Temporary Structures, Outbuilding and Construction Site Clean-Up. No structure of temporary character shall be placed upon said Property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of any main building; it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on said Property after completion of construction. After completion of construction, it shall be the sole responsibility of the Owner to

ensure that all temporary structures are removed immediately and that the site is cleaned up and placed in good order immediately. The design and color of structures temporarily placed on said Property by a contractor or subcontractor shall be subject to the reasonable aesthetic control of Declarant or the ARB. No trailer, tent, barn, or other similar vehicle, outbuilding or structure shall be placed on said Property at any time, either temporarily or permanently, without the written permission and approval of Declarant or the ARB.

Section 3.10: Lot Coverage. Lot coverage will be one of the considerations in the ARB review process. In calculating the Lot coverage, the square footage comprising the approved detached buildings and paved areas and any area covered by an awning or the like which serve the function of the building shall be included. Lot coverage may be further restricted, as necessary, to comply with any governmental standards applicable to a particular site or to the master planned area.

Section 3.11: Water and Sewer. No structure may be erected on the Property unless suitable provisions have been made for water and the disposal of sewage by each Property Owner and said provisions have been approved by the Declarant or the Association following consideration by the ARB. No Property Owner shall be permitted to pump water from the lakes or streams within the Property for any purpose including irrigation.

Section 3.12: Use of Lake. The lakes within the Property are intended for the use and enjoyment of Owners, their guests and invitees and the enhancement of the entire Center Court development. To provide for its full enjoyment and to preserve water quality and to minimize erosion due to water turbulence, no combustion type engines shall be operated in or on said lake without the express written permission of the Declarant or the Association, which permission may be arbitrarily withheld. Docks are permitted on lake front lots subject to approval of the ARB, and are not to exceed one hundred (100) square feet or extend more than twelve (12) feet from shoreline.

Section 3.13: Waterfront Setback Requirements. Setback requirements will be addressed at the time of ARB review and the proposed plans for construction must comply with all regulatory setback requirements, at a minimum. The Declarant may have the right, in its sole discretion, to establish more stringent setback requirements if the situation calls for it.

Section 3.14: Minimum Required Square Footage. No plans will be approved unless the proposed house will have the minimum required square footage of One Thousand Seven Hundred Fifty (1,750) square feet of enclosed air-conditioned and heated dwelling area, except for proposed houses to be built on lots having lake frontage, which houses shall have a minimum of Two Thousand (2,000)

square feet of enclosed air-conditioned and heated area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided further, that shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area." Provided, however, that Declarant, in its sole discretion, may develop certain sections of Center Court where lesser or greater minimum required square footage than as set forth above is required, all of which would be the subject of additional covenants and restrictions. Provided further that Declarant, or the ARB as Declarant's successor, may grant reasonable variances to this minimum square foot requirement where, in the discretion of the Declarant or the ARB, such variance is justifiable in light of specific circumstances and where such variance is no more than ten percent (10%) of the minimum required square footage.

Section 3.15: Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or pastured on the Property other than a maximum of three (3) household pets kept in any one residence. In order to preserve the aesthetic qualities of the Property, to maintain sanitary conditions on the Property, to prevent the spread of worms and infectious diseases on the Property, to maintain a proper respect for other Property Owners and users of the Property, and to maximize the overall use and enjoyment of the Property, each person who keeps a pet within a Dwelling Unit shall abide by municipal ordinances and rules and regulations established by the Declarant or the Association from time to time. The breach of any of these ordinances, rules and regulations shall be a noxious and offensive activity constituting a nuisance.

Section 3.16: Completion of Construction. The exterior of all structures must be completed within eighteen (18) months after the construction of same shall have commenced, except where such completion is impossible, impractical or would result in great hardship to the Owner of a building due to strikes, fires, national emergency or natural calamities. Substantially all of the landscaping shown in plans submitted to the ARB must be completed within three (3) months of the date of issuance of the Certificate of Occupancy for the structure. As a condition of approval of proposed plans for all structures, a bond may be required by the ARB which guarantees payment of the landscape installation contractor's estimated cost of installation to implement the plan as submitted and approved by the ARB. The builder's letting of a contract for the installation of the full landscaping plan by the end of the first full winter shall be a condition of any occupancy of the structures.

Section 3.17: Unsightly Conditions. It shall be the responsibility of the Owner, his successors and assigns to prevent

the development of any unclean, unsightly or unkempt conditions of buildings or grounds on said Property which shall tend to substantially decrease the beauty of the neighborhood.

Section 3.18. Offensive Activity. No noxious or offensive activity shall be carried on upon said Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the other property in the neighborhood by the Owners thereof.

Section 3.19: Other Buildings. No mobile homes, trailer, tent, barn or similar outbuilding, vehicle or structure shall be placed on any Lot at any time, either temporarily or permanently without prior approval from Declarant or ARB and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly, and efficient construction during a construction process only.

Section 3.20: Signs. No signs of any kind shall be displayed to the public view on any Lot except for one "For Sale" sign of not more than nine (9) square feet advertising the Lot for sale.

Section 3.21: Restrictions of Use of Roadways. Subject to the rights of ingress and egress of Property Owners and guests, Declarant and its successors shall have the powers to place any reasonable restrictions upon the use of the private roadways within the Property and leading through lands owned or managed by Declarant to the Property, including but not limited to restrictions pertaining to the speeds of vehicles, traffic and parking regulations and noise levels of vehicles. The fact that such restrictions on the use of the roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Property shall not make such restrictions unreasonable.

It is the intention of the Declarant to convey all roadways and water and sewer systems to the appropriate governmental authorities. At such time, the roadways will no longer be private and will be subject to the laws and regulations of the state or local governmental authority having jurisdiction.

Section 3.22: Restrictions on Types of Vehicles. No boats, boat trailers, camper trailers, recreational vehicles, motorcycles, motorbikes, trucks, or utility trailers shall be exposed to public view from the street or adjoining Lots without prior written approval of the Declarant or ARB. The term "truck" as used herein is intended to refer to those vehicles of various sizes and designs for transporting goods, moving heavy articles, or hauling quantities of cargo and which are used in a trade or business in

which the truck is used because of its commercial capabilities and not merely as a means of transportation and/or which display identification on the exterior of the vehicle to a commercial enterprise. This is not intended to include attractive vehicles driven and maintained primarily as a means of transportation, such as dual purpose vehicles like station wagons, jeeps, Scouts or Wagoneer type vehicles, and sport trucks and other pick-up type trucks of three-quarter (3/4) ton or less that do not have exposed signage or logo other than discreet identification approved by the Declarant or ARB and do not have exposed equipment or supplies.

Section 3.23: Landscaping Maintenance. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Property and any improvements placed thereon shall at all times be maintained in a neat and attractive condition. Landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance. In order to implement effective control, Declarant and/or Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash, which in the opinion of the Board detracts from the overall beauty and safety of the Property, in accordance with the provisions of these Covenants, and, further, to conduct such landscaping and landscaping maintenance activities as may be authorized as a common expense under these Covenants and the Bylaws. In the event that Declarant or the Association deems it necessary to enter upon any Lot to correct any unsightly, unkempt or unsafe condition, as set forth above, all expenses incurred in such corrective action shall be the responsibility of the Owner, and such expenses may be charged and collected in like manner against such Owner as an assessment obligation.

Section 3.24: Right of Entry. Whenever Declarant or the Association is permitted by these Covenants to correct, repair, clear, preserve, clear out, or do any action on said Property, entering the Property and taking such action shall not be deemed a trespass.

Section 3.25: Subdivision/Consolidation of Property.

(a) Once a Lot has been conveyed by the Declarant to an Owner, the Property shall not be further subdivided nor its boundary lines changed, except with the written consent of Declarant; provided, however, that nothing contained herein shall be construed to prohibit the Declarant the right to replat any Lot or Lots which are owned by the Declarant into one (1), two (2) or more lots by subdivision, consolidation or reconfiguration, and the Declarant may take such other

steps as are reasonably necessary to make such replatted Lot(s) suitable and fit for use for its originally intended purpose. Such steps may include but are not limited to the relocation of easements, walkways, and rights-of-way to conform to the new boundaries of said replatted Lots.

(b) In the event of an Owner owning two contiguous lots, said Owner may apply to Declarant for a consolidation of the two lots into one. At its discretion, Declarant may then take such steps as are reasonably necessary to make this consolidation of record at the requesting Owner's cost and expense. Upon consolidation, the lot will be considered one lot for purposes of ARB guidelines; however, it will continue to be considered two lots for purposes of the assessments as referenced hereinbelow.

(c) In the event of any Owner or Owner of three (3) contiguous lots, said Owner or Owners may apply to Declarant for consolidation of the three (3) lots into two (2). At its discretion, Declarant may then take such steps as are reasonably necessary to make this consolidation of record at the requesting Owner's cost and expense. Upon consolidation, the lots will be considered two (2) lots for purposes of ARB guidelines; however, they will continue to be considered three (3) lots for purposes of the assessments referenced hereinbelow; i.e., each resulting lot will pay one and one-half the assessment levied.

Section 3.26: Rental Restrictions/Leases. The lease or rental of any dwelling within the Property for a period of less than three (3) consecutive months shall be prohibited, excluding rentals to members of an Owner's immediate family. Lease or rental of any dwelling for a period exceeding three (3) consecutive months shall not be considered to be a violation of this Declaration so long as the lease of such dwelling is undertaken in full compliance with and subject to the rules and regulations as may be promulgated and published from time to time by the Association. All leases of any dwelling within the Property shall be in writing and all tenants of Dwelling Units within the Property shall in all respects be subject to the terms and conditions of this Declaration.

ARTICLE IV:
Environmental Controls

Section 4.1: Topography and Vegetation. Topographic and vegetation characteristics of a Lot shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Declarant or ARB.

Section 4.2: Certain Controls. To implement effective and adequate erosion control and protect the beauty of the Property,

the Declarant, its successors, assigns (including but not limited to the Association), and agents shall have the right to enter upon any property before or after a building or structure has been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Provided, however, that prior to exercising its right to enter upon the property for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices, the Declarant or Association, as the case may be, shall give the Owner the opportunity to take any corrective action required by giving the Owner notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by such Owner. If the Owner fails to take the corrective action specified within thirty (30) days after having been notified, the Declarant or Association, as the case may be, may then exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such corrective or erosion prevention measures when performed by the Declarant or the Association, their successors or assigns, on an improved property, shall be paid by the Owner thereof within thirty (30) days after receipt by Owner of an invoice from the Declarant or the Association setting forth the cost of such work. If the Owner fails to voluntarily remit such reimbursement in a timely manner, the Declarant or the Association shall be entitled to enforce collection thereof in a court of competent jurisdiction and shall likewise be entitled to collect all costs and expenses of collection, including reasonable attorney's fees incurred by the Declarant or the Association, as applicable, and shall further be entitled to collect a late charge equal to one and one-half percent (1-1/2%) per month of the amount of such invoice from the date of said invoice until fully paid.

To implement effective insect, reptile and woods fire control, the Declarant, its successors, assigns, and agents have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented. In any case which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property, the Declarant, its successors, assigns, and agents shall have the aforementioned rights of entry for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, removing trash, draining standing water or dispensing pesticides.

The cost of this vegetation, trash and drainage control shall be kept as low as reasonably possible and shall be paid by the respective Owner and the Declarant shall be entitled to exercise the enforced collection rights specified in the preceding paragraph. Such entry shall not be made until thirty (30) days after such Owner has been notified in writing of the need of such work and unless such Owner fails to perform the work within said thirty (30) day period.

The provisions of this Section 4.2 shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any property, to provide garbage or trash removal services, to perform any grading or landscaping work, construct or maintain erosion prevention devices or storm drainage improvements, or to provide water pollution control on any privately owned property. Entrance upon property pursuant to the provisions of this Section 4.2 shall not be deemed a trespass. The rights reserved unto the Declarant in this Section 4.2 shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of this Declaration.

Section 4.3: Erosion in Common Properties. The Declarant, its successors and assigns, shall have the right, but shall not be obligated, to protect all Common Properties from erosion by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Declarant. The right is likewise reserved to the Declarant to take steps necessary, within Common Properties, to provide and ensure adequate drainage ways, to cut fire breaks, and to remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services is to be paid by assessments of the Owners.

Section 4.4: Lake Easements. All lakes, and wetland areas within the Property, lying within designated Common Property, are important aesthetic and functional resources of the overall Property development. To ensure that these important resources remain available for the enjoyment and benefit of all Owners, while not causing undue hardship to any Owner affected, the following rights and easements are hereby reserved:

(a) A nonexclusive easement for ingress, egress and access to the lakes and wetland areas within the Property by Declarant, including the right of Declarant to enter upon the designated areas to construct or maintain the lakes and wetland areas. This easement shall be in addition to easements depicted on any recorded plat. For the purposes of this Paragraph, the designated easement areas shall extend landward for twenty feet (20') along or around the entire perimeter of any lake and wetland area, or ten feet (10') if such lesser amount is required as a setback by City ordinance, whether such lake or wetland is presently existing or constructed in the future.

(b) An exclusive right and easement unto Declarant, assignable to the Association to control and dictate the water level to be maintained in all lakes.

ARTICLE V:
Special Restrictions Affecting Open Space

Section 5.1: Declarant's Intention for Open Space. Where land planning results in the designation of areas of open space, it is the intent of the Declarant to maintain and enhance (or to convey subject to open space restrictions, to the Association) those areas, if any, which the Declarant designates as "Open Space" on plats hereafter filed for record in the Office of the Clerk of Court by the Declarant. Such Open Space may, but need not necessarily, be also designated as Common Properties at the time of their conveyance to the Association.

Section 5.2: Erosion Prevention Activities Permitted. The Declarant and the Association shall have the right to protect from erosion the land described as Open Space area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means deemed expedient or necessary by the Declarant or the Association. The right is likewise reserved to the Declarant and to the Association to take necessary steps to provide and ensure adequate drainage ways in Open Space, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities.

Section 5.3: Dumping Prohibited: No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space.

Section 5.4: Consistent Rights to Use Reserved. The Declarant expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space, in a manner not inconsistent with the provisions of this Declaration.

Section 5.5: Corrective Action No Trespass. Where the Declarant is permitted by these Covenants to correct, repair, clean, preserve, clear out or to do any action on the Open Space areas entering such property, taking such action shall not be deemed a breach of these Covenants.

Section 5.6: No General Easement Intended. The granting of this easement does in no way grant to the public or to the Owners of any surrounding or adjacent land the right to enter such Open Space without the express permission of the Declarant.

Section 5.7: No Affirmative Action Required of Declarant. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Declarant, that the Declarant is not bound to make any of the improvements noted herein, or extend to any Owner any service of

any kind, except as such may be undertaken at the expense of the Association.

**PART THREE
PROVISIONS FOR CENTER COURT
COMMUNITY ASSOCIATION, INC.**

**ARTICLE VI:
Membership and Voting Rights in the Association**

Section 6.1: Membership. Declarant, and every person and entity who is a record Owner of a fee simple or undivided fee simple interest in any Lot which is made subject to this Declaration by reference in the initial deed conveyance from Declarant, or which is subsequently submitted to this Declaration by recorded deed covenant, shall be a Member of the Association, provided that any such person or entity holding such title or interest merely as a security for performance of an obligation shall not be a Member of the Association.

Section 6.2: Type of Members. In recognition of the fact that final planning and subdivision of Lots within the Property have not been completed, and the fact that Declarant finds it essential to maintain effective control of the Association during the initial development stages, Declarant hereby establishes two (2) classes of voting membership.

CLASS "A" The Class "A" Membership shall include all those Owners as described in Section 6.1 above, including Declarant. Each Class "A" Member shall have one (1) vote for each Lot owned by such Member.

CLASS "B" The Class "B" Member shall be Declarant and any successors or assigns of Declarant's rights hereunder. The Class "B" Member shall have one (1) vote plus one (1) vote for each outstanding Class "A" vote held by any other person or entity. The Class "B" Membership and voting privileges shall cease and terminate for Declarant upon the earlier of: (a) whenever Declarant shall cease to own any Lot within the Property; (b) when, in its sole discretion, the Declarant so determines; or (c) on January 1, 2011.

Section 6.3: Quorum for any Action Authorized. The presence at the meeting of any Members, or of proxies, entitled to cast thirty percent (30%) of the total vote of the Class "A" Membership and, for so long as the Class "B" Membership exists, a representative of the Class "B" Member, shall constitute a quorum. If the required quorum is not forthcoming at a meeting, the meeting shall be adjourned and another meeting shall be scheduled for a date not less than ten (10) days nor more than thirty (30) days

subsequent to the initial meeting. Written notice of the time and place of the adjourned meeting shall be provided to all Members. The quorum requirement for the adjourned meeting shall be the presence of Members, or of proxies, entitled to cast twenty-five percent (25%) of the total vote of the Class "A" Membership and a representative of the Class "B" Member.

Section 6.4: Bylaws. The Bylaws of the Association have been drawn and approved by Declarant to govern meetings, duties, etc. of the Association. Declarant shall cause them to be recorded in the Office of the Clerk of Court for Greenwood County, South Carolina, as Exhibit "B" to this Declaration. Recordation shall be deemed to be notice to the Association and all Members thereof.

Section 6.5: Powers and Duties of Declarant/Association. After activation of the Association by Declarant, Declarant shall possess all powers and rights described herein until specifically assigned to the Association. In general, Declarant may assign, in whole or in part, any of its reserved rights set forth in these Covenants to the Association by a specific document which shall be recorded in the Office of the Clerk of Court for Greenwood County.

ARTICLE VII Property Rights and Common Property

Section 7.1: Members' Easements of Enjoyment. Subject to the provisions of these Covenants and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with title to every Lot or development parcel within the Property.

Section 7.2: Title to Common Property. Declarant reserves the right to transfer title to the Common Property, at its sole discretion, unto the Association. Upon transfer of title of the Common Property to the Association, the Association shall have the sole responsibility of maintenance, repair, and governing of the Common Property. Prior to such transfer, the Association and its Members shall be responsible for the maintenance and upkeep of all areas which are designated for common use or enjoyment by Members, notwithstanding the fact that title has not yet been conveyed to the Association.

Section 7.3: Extent of Members' Easements. The right and easements of enjoyment created hereby shall be subject to the following:

(a) The right of Declarant and of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving the Common Property and in aid thereof to mortgage their Properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against foreclosure;

(c) The right of the Association, as provided in its Bylaws, to suspend the enjoyment of rights of any Member for any period for which an Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations, it being understood that a suspension for either nonpayment of any Assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Members' obligation to pay the assessments;

(d) The right of Declarant to dedicate or transfer to any public or private utility, fee title to or utility easements on or to any part of the Common Property; and

(e) The right of the Association to give or sell all or any part of the Common Property, including a leasehold interest, to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such shall be authorized by the vote of three-fourths (3/4) of the Membership at a duly called meeting and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. A true copy of such Resolution together with a certificate of the vote taken thereon shall be made and acknowledged by the president or vice president and secretary or assistant secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Membership.

Section 7.4: Use of Common Property; Liability of Association and Declarant. Neither the Association, its directors and officers, Declarant, nor its officers or directors shall be liable to any Owner, their lessees and/or guests for any damage or injury which results from the use of the Property or any rule or regulation promulgated pursuant to these Covenants or the Bylaws. The Common Property is for the exclusive use of the members of the Association and their guests. The Association, by its Board of Directors, may make such rules and regulations as may be deemed necessary in the future to regulate the use of the Common Property, which rules and regulations shall be binding upon all members, their guests and invitees. Although the Association, and, initially, Declarant, will be responsible for the general upkeep

and maintenance of the Common Property as provided herein, neither the Association nor Declarant shall be liable for any accident or injury thereupon which may be caused by Acts of God, negligence of parties not employed by the Association or Declarant, or careless or negligent activities of members or their guests. All parties acquiring an interest in any portion of the Property hereby agree to hold the Association and Declarant harmless from any such accident or injury. All members and their guests agree and acknowledge that any use of the Common Property shall be at their own risk, without recourse to the Association or Declarant. Any damage to Common Property caused by an Owner or his family or guests shall be the responsibility of the Owner, and Declarant and/or the Association shall have the right to collect for such damages. Nothing shall be done or kept on the Common Property which will increase the rate of insurance on the Common Property without the prior consent of the Association or Declarant. No Owner shall permit anything to be done or kept on the Common Property which might result in the cancellation of insurance on any part of the Common Property, which would interfere with rights of other Owners, which would be noxious, harmful or unreasonably offensive to other Owners or which would be in violation of governmental statute, ordinance, rule or regulation.

ARTICLE VIII

Covenant for Maintenance Assessments

Section 8.1: Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot within the Property as described in Article I, Section 1, hereby covenants and by acceptance of a deed thereof shall be deemed to covenant and agree to all of the terms and conditions of these Covenants and to pay the Association: (1) annual assessments or charges; and (2) special assessments for the purposes set forth herein; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interests thereon and cost of collection therefor as hereinafter provided shall be a charge and continuing lien on the land and all the improvements thereon against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. In the case of co-ownership of a Lot, all such co-Owners of the Lot shall be jointly and severally liable for the entire amount of the assessment. The sale or transfer of any Lot shall not affect the assessment lien nor shall such sale or transfer release such Lot from liability for any assessments thereafter becoming due.

Section 8.2: Purpose of Assessments. The assessments levied by the Association shall be used for the improvement, maintenance,

and operation of roads, rights-of-way, drainage ways, lighting, signing, security operations and facilities, insect control, vegetation control, drainage systems, open space maintenance, and other Common Property expenses, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Special assessments shall be used for the purposes set forth in this Article VIII.

Section 8.3: Basis and Maximum of Annual Assessments. The total annual assessment shall not be increased by more than fifteen percent (15%) above the previous year's annual assessment, unless such increase shall be approved by a two-thirds (2/3) vote of the Association's Class "A" Membership and Declarant.

The initial 1991 calendar year assessment shall be \$150.00.

Section 8.4: Special Assessments for Improvements and Additions. In addition to the annual assessments authorized herein, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, expected repair or replacement of a capital improvement of the Common Property, including the necessary fixtures and personal property related thereto or additions to the Common Property, provided that any such assessments shall have the assent of three-fourths (3/4) of the vote at a duly called meeting of Members, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Any such duly approved special assessment shall be prorated among Members on the same basis as annual assessments, as described in Section 8.3 above.

Section 8.5: Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by Declarant through calendar year 1991, to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date of commencement. The assessments for any year, after the first year, shall become due and payable the first day of January for said year. The due date of any special assessments shall be fixed in the resolution authorizing such assessments.

Section 8.6: Duties of the Board of Directors. When the Association assumes the assessment powers as provided above, the Board of Directors of the Association shall fix the amount of the assessment for each Lot for each year and shall, at that time, prepare a roster of the Owners applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto. Prior to the Association's

assuming such responsibility, Declarant shall perform the above functions.

Section 8.7: Effect of Nonpayment of Assessment; Personal Obligation of Owner; Lien Remedies of the Association. If the assessments as described herein or any financial obligations or reimbursements due from an Owner as set forth in these Covenants are not paid on the date when due, then such assessments or other amounts due shall become delinquent and shall, together with interest thereon at a rate of eighteen percent (18%) per annum (or the maximum interest rate allowable by law) from the due date, and the cost of collection as hereinafter provided, become a charge and continuing lien on the land and on improvements thereon, against which each such assessment is made. The obligation of the Owner at the time of the assessment to pay such assessments, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors-in-title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against his Lot, or both, and there shall be added to the amount of said assessment the cost of preparing and filing a complaint in such action as well as any other costs and expenses incurred, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees and costs of the action.

Section 8.8: Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed on any Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments after becoming due, nor from the lien of subsequent assessments.

Section 8.9: Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from assessments, charges and liens created herein except as otherwise stated herein:

(a) The grantee in conveyances made for the purpose of granting utility easements; and

(b) All properties to the extent of any easement therein other than a utility easement dedicated and accepted by a local public authority and devoted to public use; and

(c) All Association Common Property within the Property, whether or not title to such Common Property has been transferred to the Association.

(d) All Lots owned by Declarant.

ARTICLE IX
Functions of Association

Section 9.1: Association. The Association, its successors and assigns, shall be considered: (a) an assignee of Declarant; (b) the authorized and ratified agent of the Owners with respect to the functions specified herein; (c) a third-party beneficiary under these Covenants; and (d) as an Owner of Property, subject to these Covenants. The Association and its successors and assigns shall have the standing and authority at law or in equity to carry out and enforce these Covenants.

Section 9.2: Limitation on Duties and Obligations. The Association shall strive to carry out and put into effect the functions and services specified or reasonably implied in this Declaration; however, the functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board with due consideration given to the amount of reserves and revenues available to the Association, and the relative demands upon the resources which the Association can utilize to maintain Common Property and to increase the use and enjoyment of the Property as a whole. The Association shall not be obligated to incur debt or deficits of expenditures over revenues in order to carry out its monetary function.

The Association and its Directors and Officers shall not be liable to any Property Owner, their lessees or guests, for any damage or injury which results from any rule or regulation promulgated pursuant to these Covenants in good faith and reasonable care.

Section 9.3: Powers of the Association. The Association shall have and may exercise any right or privilege given to it expressly in these Covenants or, except to the extent limited by the terms and provisions of these Covenants, given to it by law, and shall have and may exercise every other right or privilege or power and authority necessary or desirable to fulfill its obligations under these Covenants, including the right to engage necessary labor and acquire use of, or purchase necessary property, equipment or facilities; employ personnel necessary to manage the affairs of the Association; obtain and pay for legal, accounting and other professional services as may be necessary or desirable; and to perform any function by, through, or under contractual arrangements, licenses or other arrangements with any governmental or private entity as may be necessary or desirable.

Section 9.4: Ownership and Maintenance of Common Property. The Association shall be authorized to own and maintain Common Property, equipment, furnishings, and improvements devoted to the following uses:

(a) for roads or parkways, if any, provided they are not transferred to Greenwood County or the State of South Carolina, and landscaped or natural areas along said roads or parkways throughout the Property;

(b) for sidewalks, walking paths or trails, and bicycle paths, if any, throughout the Property;

(c) for recreational facilities, lakes, parks, and playing fields; if any, throughout the Property;

(d) for providing any of the services which the Association is authorized to offer hereunder;

(e) for insect control within the Property; and

(f) for drainage facilities serving the Property.

Section 9.5: Authorized Services. The Association shall be authorized but not required to provide the following services:

(a) cleanup and maintenance of all dwelling unit exteriors, residential lots, roads, roadways, parkways, to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the State and local government, if applicable, and cleanup and maintenance of other Common Property within the Property and also all public properties which are located within or in a reasonable proximity to the Property such that their deterioration would affect the appearance of the Property as a whole.

(b) landscaping of roads and parkways, sidewalks, walking paths, open areas and any other Common Property;

(c) lighting of roads, sidewalks and walking paths throughout the Property;

(d) security functions, including but not limited to maintenance of electronic and other security alarm devices and control centers for the protection of persons and property within the Property;

(e) insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of

Directors of the Association to supplement the service provided by the state and local governments;

(f) the services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;

(g) to take any and all actions necessary to enforce all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property;

(h) to administer the ARB in the event that the Association is designated by the Declarant as the agent of the Declarant for such purpose;

(i) to construct improvements on Common Property for use for any of the purposes or as may be required to provide the services as authorized in this ARTICLE IX;

(j) to provide administrative services including but not limited to: legal; accounting and financial; and communication services informing Members of activities, notice of meetings, referendums, etc., incident to the above-listed services.

Section 9.6: Mortgage and Pledge. The Board shall have the power and authority to borrow money for use by the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association, which loans shall be used by the Association in performing its authorized functions. The Declarant may, but shall not be obligated to, make loans to the Association, subject to approval by the Declarant of the use to which such loan proceeds will be put and the method by which such loans will be repaid and subject to a maximum of loan amount approved by the Declarant, at interest rates acceptable to the Declarant. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the minimum regular annual assessment at any time there is outstanding any amounts due the Declarant as repayment of any loans made by the Declarant to the Association.

Section 9.7: Information. It shall be the responsibility of the Association to make available to Owners and mortgage lenders making loans to Owners, and to holders, insurers or guarantors of any first mortgage on a Dwelling Unit within the Property, current copies of the Declaration, Bylaws, other rules and regulations relating to the Property, and the books, records and financial statements of the Association. "Available" shall mean available

for inspection, upon request, during normal working hours or under other reasonable circumstances.

Section 9.8: Insurance Requirements. The Association shall at all times maintain in full force and effect casualty (hazard, and flood, if ever applicable) and liability insurance and fidelity bond coverage as hereinafter specified:

(a) **Hazard Insurance.** The hazard coverage required hereunder shall protect at least against loss or damage by fire, wind or all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar structures, including those covered by the standard "all risk" endorsement, and shall likewise include, but shall not necessarily be limited to, the following coverage:

(i) **Required Coverage.** The Association shall maintain a policy of property insurance, with the premiums being paid as a common expense. The policy must cover all of the Common Property, except for those that are normally excluded from coverage, such as land, foundation, excavation, etc. Fixtures and building service equipment that are considered part of the Common Property, as well as personal property and supplies of the Association, shall be covered. A reasonable deductible shall be determined by the Board each year.

(ii) **Amount of Insurance.** Insurance should cover the replacement cost of the insured facilities. Coverage does not need to include land, foundations, excavation or other items that are usually excluded from insurance coverage.

(iii) **Special Endorsements.** The insurance coverage herein required shall include Agreed Amount, Replacement Cost and Inflation Guard Endorsements when they can be reasonably obtained. Construction code endorsements such as Demolition Costs Endorsements, Contingent Liability from Operation of Building Laws Endorsements and Increased Cost of Construction Endorsements shall be required when reasonably obtainable.

(b) **Flood Insurance.** If any part of the project is in a flood hazard zone (as defined by the Federal Emergency Management Agency), the Association must maintain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as a common expense. The policy should cover any buildings on Common Property and any other real or personal property of the Association. A reasonable deductible

shall be determined by the Board each year. The amount of insurance should be at least equal to the replacement cost of all buildings and other insurable property located in the flood hazard area or, the maximum coverage available for the property under the National Flood Insurance Program.

(c) Liability Insurance. The Association shall maintain a comprehensive general liability insurance policy covering all common areas, public ways and any other areas comprising the Common Property which are under its supervision. The policy shall provide coverage of at least One Million Dollars (\$1,000,000) for bodily injury and property damage for a single occurrence. The liability insurance should provide coverage for the following:

(i) bodily injury and property damage that result from the operation, maintenance or use of the Common Property, and any facilities thereon; and

(ii) any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

The Association's liability policy shall provide for at least ten (10) days' written notice to the Association before the insurer can cancel or substantially modify the policy.

(d) Fidelity Bonds. The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not that person receives compensation for his or her services. Any management agent retained by the Association that handles funds for the Association shall also be covered by its own fidelity bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force.

Additionally, the fidelity bond coverage must at least equal the sum of three (3) months' assessments of Lots and Dwelling Units in the Property, plus the Association's reserve funds.

Except for fidelity bonds that a management agent obtains for its personnel, all other bonds shall name the Association as an obligee and shall have their premiums paid as a common expense by the Association.

The bonds must include a provision that calls for ten (10) days' written notice to the Association before the bond can be cancelled or substantially modified for any reason.

Section 9.9: The Association shall indemnify every officer and director against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any action, suit, or proceeding, if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake or judgment, negligent or otherwise, or for injury or damage caused by any such officer or director in the performance of his duties, except for their own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in this Section.

ARTICLE X
Rules and Regulations

Section 10.1: Establishment of Rules and Regulations. Subject to the provisions hereof, the Association may establish reasonable rules and regulations concerning the use of lots, easement areas, Open Space and the Common Property and facilities located thereon. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rules or regulations are specifically overruled, cancelled or modified by the Board of Directors of the Association or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association.

Section 10.2: Authority and Enforcement. Subject to the provisions of Section 10.3 hereof, upon the violation of this Declaration, the Bylaws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board of Directors of the Association shall have the power to:

(a) impose reasonable monetary fines on the Owner guilty of such violation which shall also constitute an equitable charge and a continuing lien upon the properties of such Owner;

(b) suspend an Owner's right to vote in the Association;
and

(c) suspend an Owner's right to use any Common Property other than the right of ingress and egress and the Board of Directors of the Association shall have the power to impose all or any combination of these sanctions.

An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, tenants or invitees, or by his co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed sixty (60) days as to a Member who is also an Owner.

Section 10.3: Procedure. Except with respect to the failure to pay assessments, the Board of Directors of the Association shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner for violations of the Declaration, the Bylaws, or any rules and regulations of the Association, unless and until the following procedure is followed:

(a) Written demand to cease and desist from an alleged violation shall be served upon the person responsible for such violation specifying:

(i) the alleged violation;

(ii) the action required to abate the violation; and

(iii) a time period of not less than five (5) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the Bylaws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) If the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs within twelve (12) months of such demand, the Board of Directors of the Association may

serve such person with written notice of a hearing to be held by the Board of Directors in executive session. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf;

(c) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or other individual who delivered such notice. The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

ARTICLE XI

General Rights Reserved by Declarant

Section 11.01: Rights, Easements Retained by Declarant.

Declarant reserves unto itself, its successors and assigns a perpetual, alienable, releasable easement and right on, over and under the ground to erect, maintain and use electric, telephone, and cable television poles, wires, cables, conduits, sewers, water mains, effluent mains, irrigation mains and other suitable equipment, gas, sewer, water or other public conveniences or utilities, on, in or over portions of the Lots within the Property as may reasonably be required for utility line purposes, and such other areas as are shown on the applicable plat. By way of example, Declarant specifically reserves an easement for said utility purposes on the front (roadway) side of each Lot for a depth of ten feet (10').

Declarant further reserves the right to cut drainways for surface water wherever and whenever such action may appear to Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. Specifically, Declarant reserves unto itself, its successors and assigns, a perpetual, alienable releasable easement and right, for drainage purposes, in varying

dimensions and locations, as may be reasonable and necessary. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

Such rights may be exercised by any licensee of Declarant or may be delegated to the Association, but this reservation shall impose no responsibility upon Declarant to construct or maintain any such utility or service. Declarant expressly reserves the right to transfer said utilities and utility easements, in whole or in part, to another entity, whether public or private, which undertakes to provide such utility service.

Section 11.02: Additional Restrictions. Declarant expressly reserves the right to impose additional restrictive Covenants upon the said Property provided that the same are not inconsistent with and do not lower the standards of the restrictions as herein provided. Said additional Covenants, if any, shall be effective only upon Property transferred by Declarant simultaneously with or subsequent to the imposition of said Covenants and shall be made effective upon said Property by reference to said additional or amended provisions in the deed transferring said Property. It shall be the responsibility of each Owner within the Property to comply with any restrictions contained herein or any additional restrictions which may be imposed by governmental authorities.

Section 11.03: Duration of Covenants. All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of Declarant for a period of forty (40) years from the execution of this Declaration, subject to the right reserved unto Declarant, its successors and assigns, to add additional restrictive covenants in respect to the Property subject to this Declaration and the further right to limit or amend the application of the Covenants herein contained. After the initial forty (40) year period of duration, all said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners of Lots substantially affected by such change of Covenants, has been recorded, agreeing to change said Covenants in whole or in part.

Section 11.04: Remedies in the Event of Violation or Breach. In the event of a violation or breach of any of the restrictions contained herein by grantee, its agents, successors or assigns, Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, and Declarant shall have the right to recover all costs and expenses

of suit in such action, including reasonable attorneys' fees. In addition to the foregoing, Declarant, its successors and assigns, shall have the right, but not the obligation, whenever there shall have been built on said Property any structure which is in violation of these restrictions, to enter upon said Property where such violation exists and summarily abate or remove the same at the expense of the Owner if after thirty (30) days' written notice of such violation it shall not have been corrected by the Owner. Any such entry or abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The rights and powers of Declarant under this Section may be assigned to and vest concurrently in the Association, and Declarant and the Association shall have concurrent and independent rights of enforcement as provided herein upon the execution and recording of an assignment document by Declarant.

Section 11.05: Declarant Approval. Whenever any matter shall require the approval or consent of Declarant hereunder, or any other action or decision on behalf of Declarant, the vote of Declarant shall control in the event of any dispute.

Section 11.06: Severability and Rule Against Perpetuities. The invalidation by any court of any restrictions of these Covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect. If any provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of President George Bush and the original Owners of Lots in the Property.

Section 11.07: Modifications and Additions. Declarant may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained herein, with such modified covenants being made applicable by reference to conveyances of land made subsequent to such modifications.

Section 11.08: Assignment. Declarant reserves the right to assign, in whole or in part, to its successor-in-title to any portion of the Property, or to its agent, or to the Association, any of the rights reserved in these Covenants.

ARTICLE XII
Amendments

Section 12.1: Amendments. Declarant specifically reserves to itself, its successors and assigns, the right to amend this Declaration or any portion thereof, on its own motion, for a period of five (5) years from the date hereof to correct typographical errors or to eliminate scrivener's errors, so long as the voting power of existing Members is not diluted thereby, nor the amounts of assessments of such existing Members raised or changed in any manner which would adversely affect such Members. As to other types of proposed amendments and all proposed amendments after the initial five (5) year period, the procedure for amendment shall be as follows: all proposed amendments shall be submitted to the vote of the Members at a duly called meeting of the Association for which notice of the proposed amendment has been given to the Members in the notice for the meeting, subject to the quorum requirements set forth above, and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting at which such proposed amendment is to be considered are in favor of the amendment. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes necessary to adopt the amendment, and the total number of votes cast against the amendment.

ARTICLE XIII
Notice

Section 13.1: How Notice Given. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as Owner in the public records of Greenwood County, South Carolina, on the first day of the calendar month in which said notice is mailed.

Section 13.2: Notice to Co-Owners. Notice to one (1) of two (2) or more co-Owners of a Lot or Dwelling Unit, shall constitute notice to all co-Owners.

Section 13.3: Notice of Address or Ownership Change. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be

deemed to have been given notice if notice was given to his predecessor-in-title.

ARTICLE XIV
Enforcement, Severability and Interpretation

Section 14.1: Who May Enforce Generally. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Owner or agent of such Owner, the Declarant or any other Owners, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event; provided, however, that the right of Declarant hereunder shall not be construed to impose an obligation on Declarant for enforcement.

Section 14.2: Enforcement by the Association. In addition to the foregoing, the Association shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event.

The Association may engage a person or persons to respond to complaints received as to violations of the Covenants and shall inform the violators of such complaint. If the violation is not expeditiously terminated, the Declarant or Association may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these Covenants. Violators shall be obligated to reimburse the Declarant in full for its direct and indirect costs, including but not limited to legal fees incurred by the Association in maintaining compliance with these Covenants in the event the Association prevails in such proceedings.

Section 14.3: Enforcement by the Declarant. In addition to the foregoing, the Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. Violators shall be obligated to reimburse the Declarant in full for its direct and indirect costs, including but not limited to legal fees incurred by the Declarant in maintaining compliance with these Covenants in the event the Declarant prevails in such proceedings.

Section 14.4: Against Whom the Covenants May be Enforced. The obligations and benefits prescribed by the Covenants shall run with the Property and shall be enforceable against the Declarant, its successors or assigns, the Association, and against any Owner or other person whose activities bear a relation to the Property when the aforesaid parties engage in activities (including omissions and failures to act) which constitute violations or attempts to violate or circumvent the covenants and restrictions set forth in this Declaration.

Section 14.5: Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the votes eligible to be cast by the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. In the event any claim is made against Declarant or any litigation is instituted against Declarant, then the Association shall assess all Members, other than the Declarant, for the costs of claim or litigation, including, without limitation, attorneys' fees incurred, and funds from regular assessments shall not be used for any such claim or litigation.

Section 14.6: Means of Enforcement. Enforcement of these Covenants shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by these Covenants.

Section 14.7: Severability. Should any Covenant or restriction herein contained, or any Part, Article, Section, paragraph, sentence, clause, phrase, or term in this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of the highest court or other tribunal which considers such matters and has jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable.

Section 14.8: Interpretation. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of the Declarant as expressed in the recitals of these Covenants, and which will preserve the Property as a situs for a high-amenity, attractive, well-maintained, privately governed residential community.

Contrary to the restrictive common law rule of construction, these Covenants shall by this Covenant be interpreted broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all Owners who take subject to the Covenants, to covenant and agree, and are thereby estopped to deny, that any reserved right or function of the Declarant and/or Association, and any other covenant condition, restriction or obligation within these Covenants is intended to promote the use and enjoyment of the

Property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property.

The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.

Section 14.9: Authorized Action. All action which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provided otherwise.

Section 14.10: Gender, Tense and Number. When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

Section 14.11: No Waiver. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

Section 14.12: Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

Section 14.13: No Implied Liabilities or Duties. ANY RULES OR REGULATIONS ESTABLISHED BY THE DECLARANT OR ASSOCIATION PURSUANT TO THESE COVENANTS SHALL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY OWNER.

IN WITNESS WHEREOF, Park Place Company has caused this instrument to be executed by its appropriate officers the day and year first above written.

WITNESSES:

Julian J. Bovee
Nada B. Bovee

PARK PLACE COMPANY

By: Wm. Lill
Managing Partner

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY APPEARED BEFORE ME Julian J. Nexsen, Jr.,
who states on oath that s/he saw the within named Park Place
Company by W. M. Self, its Managing Partner, as
its act and deed, sign, seal and deliver the within and foregoing
instrument, and that s/he, with Nada B. Banes,
witnessed the execution thereof.

SWORN to and Subscribed before me)
this 11th day of November, 1991.)
Nada B. Banes (L.S.))
Notary Public for South Carolina)
My Commission Expires: 10-04-99 .)

Julian J. Nexsen, Jr.

EXHIBIT A

BEGINNING at a point in the northwesterly intersection of Center Street and Bermuda Drive and running along the northwesterly line of right-of-way of Bermuda Drive North 84 degrees 50 minutes 03 seconds East, 35.07 feet, to a point in the northwesterly line of right-of-way of Bermuda Drive; thence continuing along the northwesterly line of right-of-way of Bermuda Drive North 37 degrees 04 minutes 40 seconds East, 253.96 feet, to a point in the northwesterly line of right-of-way of Bermuda Drive which is a northeasterly corner of other property of Park Place Company; thence turning and running along the northeasterly line of other property of Park Place Company the following courses and distances:

North 44 degrees 45 minutes 56 seconds West, 133.65 feet,
North 39 degrees 52 minutes 56 seconds West, 106.98 feet,
North 14 degrees 18 minutes 20 seconds West, 107.24 feet,
North 15 degrees 58 minutes 20 seconds West, 85.64 feet,
North 17 degrees 28 minutes 07 seconds West, 100.45 feet,
North 12 degrees 10 minutes 17 seconds West, 95.33 feet,
North 14 degrees 28 minutes 24 seconds West, 102.74 feet,
North 18 degrees 22 minutes 56 seconds West, 110.40 feet,
North 29 degrees 16 minutes 33 seconds West, 108.88 feet,

to a point in the southeasterly line of other property of Park Place Company; thence turning and running along the southeasterly line of other property of Park Place Company North 41 degrees 00 minutes 56 seconds East, 109.88 feet, to a point in the southwesterly line of right-of-way of Tifton Drive West; thence running in a diagonal line across the 50-foot right-of-way of Tifton Drive West, South 82 degrees 07 minutes 46 seconds East, 62.84 feet, to a point in the northeasterly line of right-of-way of Tifton Drive West; thence turning and running along the southeasterly line of other property of Park Place Company North 58 degrees 34 minutes 20 seconds East, 163.33 feet, to a point; thence turning and running along a westerly line of other property of Park Place Company South 19 degrees 39 minutes 01 second East, 150.00 feet, to a point in the northwesterly line of right-of-way of unnamed street; thence running in a diagonal line across the 50-foot right-of-way of unnamed street South 24 degrees 36 minutes 30 seconds East, 50.51 feet, to a point in the southeasterly line of right-of-way of unnamed street which is the northwesterly corner of other property of Park Place Company; thence continuing along the southwesterly line of other property of Park Place Company South 20 degrees 53 minutes 27 seconds East, 155.43 feet, to a point which is the southwesterly corner of other property of Park Place Company; thence turning and running along the southeasterly line of other property of Park Place Company North 65 degrees 18 minutes 07 seconds East, 200.44 feet, to a point;

thence turning and running along the southwesterly line of other property of Park Place Company South 30 degrees 26 minutes 27 seconds East, 228.44 feet, to a point which is the southwesterly corner of other property of Park Place Company; thence turning and running along the southeasterly line of other property of Park Place Company North 54 degrees 31 minutes 59 seconds East, 132.76 feet, to a point in the southwesterly line of right-of-way of unnamed street; thence turning and running in a diagonal line across unnamed street North 17 degrees 48 minutes 11 seconds East, 64.01 feet, to a point in the northeasterly line of right-of-way of unnamed street which point is a southwesterly corner of other property of Park Place Company; thence turning and running along the southeasterly line of other property of Park Place Company North 60 degrees 26 minutes 20 seconds East, 191.10 feet, to a point which is a southeasterly corner of other property of Park Place Company; thence turning and running along the northeasterly line of other property of Park Place Company North 23 degrees 11 minutes 45 seconds West, 450.69 feet, to a point; thence turning and running along the southeasterly line of other property of Park Place Company North 74 degrees 25 minutes 01 second East, 184.71 feet, to a point; thence continuing along the southeasterly line of other property of Park Place Company North 63 degrees 44 minutes 00 seconds East, 217.50 feet, to a point near the centerline of the 34-foot Duke Power Company powerline easement; thence turning and running parallel to the centerline of said 34-foot powerline easement South 26 degrees 16 minutes 00 seconds East, 1,397.86 feet, to a point which is the northeasterly corner of property now or formerly of Parkman; thence turning and running along the northwesterly line of property now or formerly of Parkman the following courses and distances:

South 18 degrees 53 minutes 35 seconds West,	<u>29.20 feet,</u>
South 09 degrees 24 minutes 32 seconds West,	<u>88.86 feet,</u>
South 00 degrees 54 minutes 31 seconds East,	<u>49.85 feet,</u>
South 26 degrees 22 minutes 53 seconds West,	<u>54.60 feet,</u>
South 26 degrees 22 minutes 53 seconds West,	<u>453.98 feet,</u>
South 28 degrees 55 minutes 25 seconds West,	<u>526.78 feet,</u>

to a point in the northwesterly line of property now or formerly of Parkman; thence turning and running in a diagonal line along the northwesterly line of other property of Park Place Company across the 50-foot Duke Power Company powerline easement and easement for dam North 84 degrees 09 minutes 15 seconds West, 159.05 feet, to a point at the top of the dam; thence turning and running along the top edge of the dam the following courses and distances:

North 05 degrees 01 minute 39 seconds West,	<u>65.02 feet</u>
North 21 degrees 12 minutes 19 seconds West,	<u>75.94 feet</u>
North 26 degrees 50 minutes 20 seconds West,	<u>75.58 feet</u>
North 53 degrees 05 minutes 31 seconds West,	<u>92.73 feet</u>

to a point at or near the northeasterly shoreline of pond; thence continuing along the shoreline of pond the following courses and distances:

North 38 degrees 46 minutes 09 seconds West,	<u>93.28 feet,</u>
North 36 degrees 40 minutes 22 seconds West,	<u>92.77 feet,</u>
North 33 degrees 09 minutes 58 seconds West,	<u>104.96 feet,</u>
North 43 degrees 31 minutes 53 seconds West,	<u>89.29 feet,</u>
North 54 degrees 09 minutes 51 seconds West,	<u>92.86 feet,</u>
North 48 degrees 28 minutes 04 seconds West,	<u>91.07 feet,</u>
North 48 degrees 22 minutes 26 seconds West,	<u>85.97 feet,</u>
North 46 degrees 02 minutes 53 seconds West,	<u>89.27 feet,</u>
North 31 degrees 10 minutes 00 seconds West,	<u>129.68 feet,</u>

to a point in the southeasterly line of right-of-way of Bermuda Drive; thence turning and running along the southeasterly line of right-of-way of Bermuda Drive South 37 degrees 04 minutes 40 seconds West, 260.49 feet, to a point; thence continuing along the southeasterly line of right-of-way of Bermuda Drive South 05 degrees 21 minutes 17 seconds East, 38.23 feet, to a point in the northeasterly line of right-of-way of Center Street; thence turning and running along the northeasterly line of right-of-way of Center Street North 45 degrees 05 minutes 06 seconds West, 57.03 feet; thence continuing along the northeasterly line of right-of-way of Center Street North 49 degrees 47 minutes 36 seconds West, 63.28 feet, to the point of BEGINNING, all as more fully shown on plat entitled, "Centre Court, Phase I, Made at the Request of Park Place Company," prepared by Heaner Engineering Co., Inc., Greenwood, South Carolina, dated January 30, 1991, and recorded in Plat Book 65 at Page 99 in the Office of the Clerk of Court for Greenwood County, South Carolina.