

STATE OF SOUTH CAROLINA)
) FIRST AMENDMENT TO RESTRICTIVE
COUNTY OF ANDERSON) COVENANTS FOR HARRISON HARBOR

WHEREAS, by instrument duly of record in the office of the Register of Deeds for Anderson County, South Carolina in Book 3715 at page 249, the undersigned, as developer of Harrison Harbor Subdivision, caused certain restrictive covenants to be recorded on Lots One (1) through Thirteen (13) of said subdivision which is shown on a survey of record in the aforesaid register's office in Slide 1119 at page 10; and,

WHEREAS, by paragraph 21 of said Restrictive Covenants, the Developer of Harrison Harbor reserved unto itself the right to modify or amend these restrictions in any and all particulars as it deems necessary to maintain the integrity of said subdivision; and,

WHEREAS, Developer now wishes to amend said restrictive covenants in certain particulars and, to that end, executes this instrument.

NOW, THEREFORE, the undersigned as Developer of Harrison Harbor subdivision hereby amends those certain Restrictive Covenants of record in the office of the Register of Deeds for Anderson County, South Carolina in Book 3715 at page 249 in the following particulars, to wit:

Paragraph 5 is deleted in its entirety and substituted therefor is the following:

5. No residence shall be constructed on any lot containing less than two thousand (2000) square feet of heated floor space exclusive of porches, garages and breeze ways.

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Paragraph 8 is deleted in its entirety and substituted therefor is the following:

8. No improvements shall be erected, placed, altered or changed on any lot in the subdivision until and unless the building plans, specification and plot plan showing the proposed type of constructions, exterior design, and location of such improvement have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence of plan with existing improvements on the other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation. The exterior of any residence constructed on any lot in Harrison Harbor shall consist of two thirds brick exterior construction. In addition, a landscape development plan must likewise be submitted and approved by the Architectural Committee showing the location of proposed fences, swimming pools, energy producing devices, boundary or patio walls, hedges, shrubbery, walkways, driveways, parking areas and important trees. Application for approval as required herein shall be made to the Architectural Committee and at the time of making such application the building plans, specifications, plot plans and landscape plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon. In the event that the Architectural Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or

if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area. Upon the approval of the Committee of any proposed construction or alteration, the Committee shall issue to the applicant a written permit. No construction or alteration of the lot(s) shall be carried on until and unless such permit is obtained.

The remaining paragraphs of the above referenced restrictive covenants are hereby confirmed in their entirety.

WITNESS our hands and seals this 19th day of July, 2001.

In the Presence of:

John Whitman
[Signature]

Dorr Resources, Inc.

BY: [Signature]
 ITS: President

TATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for the State of South Carolina, do hereby certify that a duly qualified officer of Dorr Resources, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 19th day of July, 2001.


Notary Public for South Carolina
My Commission Expires: 2-3

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REGISTER OF DEEDS, ANDERSON CO, SC
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principal street on which the main residence faces, so that the main view of the residence from the street will not be directly into such garage, unless prior written consent of the Architectural Committee has been given.

2. No mobile homes, modular or pre-constructed homes will be allowed on any lot in said subdivision.

3. No structure of a temporary character, such as house trailers, motor homes, recreational vehicles, pre-constructed buildings of any type, campers, basement, tent, shack, garage, barn or outbuilding, shall be used or left on any lot as a residence at any time either permanently or temporarily, nor shall it be permissible to stockpile any form of construction materials or any other substance or park equipment on any lot, except during the actual time of construction of a residence.

4. No residence shall be constructed on any lot nearer than forty feet to the front lot line, front lot line being defined as that line abutting a street within said subdivision, nor nearer than ten feet to any side lot line. All residences constructed in said subdivision must face the front lot line. Any detached garage erected in said subdivision shall be no closer to the front lot line than the main residence built on said lot nor nearer than ten feet to any side lot line. Any such detached garage must contain a minimum of four hundred square feet and the plans therefor must be approved as to building materials, appearance and placement by the Architectural Committee.

5. No residence shall be constructed on any lot

containing less than eighteen hundred (1800) square feet of heated floor space exclusive of porches, garages and breeze ways.

6. The Architectural Committee of said subdivision shall initially be composed of David Dorr and such other persons as he may designate. In the event of a vacancy on the Architectural Committee, or the failure or inability of any member to act, the vacancy shall be filled by majority vote of the remaining members on said committee.

7. The Purchaser of any one or more lots in Harrison Harbor subdivision, and any future owner(s) thereof and their heirs and assigns, by the acceptance of a deed thereto, covenant and agree that they will not now, or at any future time, without the express written consent of Architectural Committee (which will have the absolute discretion to determine the location of any proposed boat dock) apply for, seek, request or accept from the United States Corps of Engineers an individual boat dock permit.

8. No improvements shall be erected, placed, altered or changed on any lot in the subdivision until and unless the building plans, specification and plot plan showing the proposed type of constructions, exterior design, and location of such improvement have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence of plan with existing improvements on the other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation. In addition, a landscape development plan must likewise be submitted and approved by the Architectural

Committee showing the location of proposed fences, swimming pools, energy producing devices, boundary or patio walls, hedges, shrubbery, walkways, driveways, parking areas and important trees. Application for approval as required herein shall be made to the Architectural Committee and at the time of making such application the building plans, specifications, plot plans and landscape plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon. In the event that the Architectural Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area. Upon the approval of the Committee of any proposed construction or alteration, the Committee shall issue to the applicant a written permit. No construction or alteration of the lot(s) shall be carried on until and unless such permit is obtained.

9. Harrison Harbor Homeowner's Association will be formed and owned by the individual lot owners of the subdivision and will be controlled by the By-Laws of the association. The developer

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will convey, subject to the uses and limitations as contained in
such property as the Developer may deem to be for the common use of
the lot owners in said subdivision, including any streets which may
be classified private. Purchase of a lot in the subdivision
entitles the purchaser to a share in the Home Owners Association.
Each lot owner's share in the association shall be non-assignable
and transferable only with the conveyance of each lot from time to
time. Membership is not optional and runs with the land. Upon the
conveyance of any lot within the said subdivision, the grantor's
interest in the Home Owners Association will automatically vest in
the new owner of the lot upon recordation of the deed. Each owner
of a lot shall be entitled to one (1) vote per lot in the said Home
Owners Association for each lot owned, including the developer Dorr
Resources, Inc. Membership shall be appurtenant to and may not be
separated from ownership of the property. In the event of joint
ownership of a lot or lots, said joint owners will be entitled to
one (1) vote per lot as determined between them and if an agreement
cannot be reached by the said joint owners at the time of annual
meetings of the Home Owners Association, then said vote will not be
counted. There shall be an original membership fee of Two Hundred
Fifty and no/100 (\$250.00) to be paid to the Home Owners
Association at the time of the original purchase of a lot in the
subdivision in exchange for a share in the Home Owners Association
corporation; the developer, Dorr Resources, Inc., shall be exempt
from said original membership fee. The initial membership fee for
each lot shall be paid on a one time basis and there shall be no

additional membership fee at the time of a subsequent conveyance of the lot. This original membership fee shall be used to establish a reserve account for the Home Owners Association which funds will be utilized for the maintenance of any common areas, street lights and for any other matters which the Home Owners Association should desire and deem expedient for the safety, comfort, welfare and enjoyment of the owners of the lots in the subdivision. The Home Owners Association shall have the right to determine the amount of funds necessary on an annual basis to maintain the common areas and to levy an annual assessment or dues on each lot owner, exclusive of the developer which shall be exempted as to lots owned by it, as more fully provided in the By-Laws of the said Home Owners Association. The charges, assessments or dues levied by the association as hereinabove provided shall be paid to it on or before the final date fixed by resolution of the Board of Directors. Written notice of the charge and date of payment shall be sent to each owner at the address last given by the owner to the association. If any charges levied against any lot shall not be paid when due, it shall become a lien upon said lot subject only to matters of record on such due date and shall remain a lien until paid in full. The Board of Directors may direct that such action be instituted either at law or in equity for the collection of such assessments or charges including interest, costs of collection and attorney's fees as they deem appropriate. The sale or transfer of any lot shall not effect any lien for charges provided for herein. Upon request, the association shall furnish a statement certifying

that the charges against a specified lot have been paid or that certain charges remain unpaid as the case may be. In any event, the association shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership by any member unless and until all the assessments and charges due it are paid.

10. In the event any portion of the roads in the subdivision are not dedicated to, and taken into the County road system, said roadway shall be maintained by the lot owners abutting such roadway and/or using such roadway for ingress or egress, each lot owner abutting such private roadway and/or using such roadway for ingress and egress paying his pro rata share of any maintenance expense. It shall be in the exclusive discretion of developer whether or not the roadways within the subdivision are dedicated and turned over to Anderson County for maintenance.

11. No noxious or offensive activity shall be conducted on any lot subject to these restrictions nor shall anything be done thereon which may be or become an annoyance, nuisance or menace to the subdivision.

12. No lot or lots shall be subdivided or altered so as to face in any direction other than is shown on the subdivision plat except by prior written consent of the majority of the Architectural Committee.

13. Developer reserves the right to divide any lot shown on the subdivision plat into two or more parcels for the purpose of adding said parcels to an adjacent lot. After the lot has been

divided into two or more parcels, any remaining portions of the lot subdivided and not added to an adjacent lot, shall not be used as a building site until and unless said portion is added to an adjacent lot. Nothing contained herein shall be construed to prohibit the use of a lot and portions from other lots as a single residential building site. In such event the Architectural Committee shall have the sole authority, by majority vote, to determine set back lines, directions that the residence shall face, location of the building on the lots, and any other matters as to conformity and harmony of the residence with the remainder of the subdivision.

14. Any storage building or shed must be approved as to location and construction by the Architectural Committee prior to construction on any lot. All boats, boat trailers, travel trailers, motor homes or other recreational vehicles shall be stored so that they are not visible from the street in said subdivision.

15. Any swimming pool, wading pool or other type container of water used for recreational purposes shall not be visible from any street in the subdivision, and further shall be approved as to construction and location by a majority vote of the Architectural Committee.

16. Any fuel oil tanks shall be buried underground and out of view. It shall be the responsibility of the lot owners to obtain any necessary permits for said tanks to the lot owner, by acceptance of his deed hereby indemnifies and holds harmless

developer from any liability for environmental liability.

17. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot except dogs, cats or other household pets, provided they are not kept, bred or maintained for commercial purpose, and further provided that the number and demeanor of such pets is not so great and violent as to create a nuisance. All such animals shall be either confined within a secure fence or restrained by an appropriate leash.

18. Garbage and trash cans, woodpiles and clothes lines must be located so that they will not be visible from any street in the subdivision.

19. Property owners will be required to keep shrubbery or hedges trimmed to reasonable limits, so that air circulation or view from surrounding property will not be adversely affected, and so that traffic hazards will not be created.

20. Provision must be made by each property owner for off street parking of automobiles belonging to domestic employees as the parking of such cars on the streets of said subdivision will not be permitted.

21. The Developer of Harrison Harbor hereby reserves unto itself, its successors and assigns, the right to modify or amend these restrictions in any or all particulars as they deem necessary to maintain the harmony and integrity of the subdivision.

22. No signs shall be permitted on any lots except that a single sign offering property for sale or for rent may be placed on any such lot providing such sign is not more than twenty six

inches wide and twenty inches high.

23. Names or numbers painted or placed on mail boxes and/or other house numbers or designations shall be painted or placed in a professional manner.

24. The property within this subdivision is hereby declared to be a bird and wildlife sanctuary and hunting is hereby prohibited.

25. Satellites for television must not be visible from street and will not exceed 36" in diameter and not more than 5' in height.

26. No owner shall permit or suffer to exist any condition which would cause damage to any subdivision street.

27. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date hereof, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of a two thirds majority of the then owners of the lots in said subdivision, it is agreed to change said covenants or revoke same in whole or in part. In such vote, each lot shall be entitled to one vote and only one vote. If the parties hereto, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any person owning any real property situate in said development which is subject to these restrictions, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and

BY-LAWS
OF
HARRISON HARBOR PROPERTY OWNERS ASSOCIATION,
INC.

Article One

1. The name of this organization shall be Harrison Harbor Property Owners Association, Inc., a non-profit corporation organized and existing in the State of South Carolina.
2. This organization shall have a seal which shall be in the following form:
3. The organization may at its pleasure by a vote of the membership body change its name.

Article Two

The following are the purposes for which this organization has been organized:

1. To act as the Homeowners' Association for Harrison Harbor subdivision;
2. To act as set forth in the restrictive covenants recorded in Book 3715 at Page 165 in the Office of the Register of Deeds for Anderson County, South Carolina, and as may be

amended thereafter (hereinafter, "restrictive covenants");

3. To act according to these by-laws; and,
4. For such other and further purposes which are incidental to the foregoing purposes.

Article Three

Membership in this organization shall be limited to individual lot owners of the subdivision, as set forth in the restrictive covenants. Membership in this organization means ownership of a lot in Harrison Harbor Subdivision. Membership is defined in the restrictive covenants. Each lot owner is a member. In the case of joint ownership of a lot, said joint owners shall constitute one (1) member.

Article Four - Meeting

Annual Meeting

The annual membership meeting of this organization shall be held on the 15th day of May of each year and every year except if such day be a legal holiday then and in that event the Board of Directors shall fix the day but it shall not be more than two (2) weeks from the date fixed by these by-laws. The secretary shall cause to be mailed to every member in good standing at his or her address as it appears in the membership roll of this organization a notice telling the time and place of such annual meeting.

Regular meetings of this organization shall be held in the Harrison Harbor subdivision at such place contained in the notice sent to members.

The presence of not less than seven (7) members or the vote of six (6) members present plus a written proxy received within ten (10) business days of the meeting shall constitute a quorum and

shall be necessary to conduct the business of this organization; but a lesser number may adjourn the meeting for a period of not more than thirty (30) days from the date scheduled by these by-laws and the secretary shall cause a notice of this scheduled meeting to be sent to all those members who were not present at the meeting originally called. The appearance of one or more co-owners of a lot shall constitute the appearance of one member so represented. A quorum as hereinbefore set forth shall be required at any adjourned meeting.

Special Meetings

Special meetings of this organization may be called by the President when he deems it for the best interests of this organization. Notices of such meetings shall be mailed to all members at his or her address as it appears in the membership roll of this organization at least seven (7) days in advance of such special meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom called.

At the request of a majority of the members of the Board of Directors or a majority of the members of this organization the president shall cause a special meeting to be called but such request must be made in writing at least seven (7) days before the requested scheduled date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

Article Five - Voting

At all meetings, except for the election of the officers and directors, all votes shall be by viva voce, except that for election of officers ballots shall be provided and there shall not appear any mark or marking that might tend to indicate the person who cast such ballot.

At any regular or special meeting if a majority so required any question may be voted upon in the manner and style provided for election of officers and directors.

Each member shall be entitled to one (1) vote. In the case of joint owners of a lot or lots, said joint owners shall be entitled to one (1) vote per lot as determined between them and if an agreement cannot be reached by the joint owners at the time of the meeting, then said lot shall not be counted.

Article Six - Order of Business

1. Roll call
2. Reading of the minutes of the preceding meeting.
3. Reports of committees.
4. Reports of officers.
5. Old and unfinished business.
6. New business.
7. Good and welfare.
8. Adjournment.

Article Seven - Board of Directors

The business of this organization shall be managed by a Board of Directors consisting of five (5) directors. The Board of Directors shall be composed of the President, the Vice President, the Secretary, the Treasurer, and one at-large member.

The directors to be chosen for the ensuing year shall be chosen at the annual meeting of this organization in the same manner and style as the officers of this organization and they shall serve for a term of one year.

The Board of Directors shall have the control and management of the affairs and business of this organization. Such Board of Directors shall only act in the name of the organization when it shall be regularly convened by its chairman after due notice to all the directors of such meeting.

A majority of the members of the Board of Directors shall constitute a quorum and the meetings of the Board of Directors shall be held quarterly, with such meetings to be set by the president.

Each director shall have one vote and such voting may not be done by proxy.

The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

Vacancies in the Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the year.

The president of the organization by virtue of the office shall be the chairperson of the Board of Directors. The secretary of the organization shall also be the secretary of the Board of Directors.

A director may be removed when sufficient cause exists for such removal. The Board of Directors may entertain charges against any director. A director may be represented by counsel upon any removal hearing. The Board of Directors shall adopt such rules as it may in its discretion consider necessary for the best interests of the organization, for this hearing.

Article Eight - Officers

The officers of the organization shall be as follows:

President

Vice-President

Secretary

Treasurer.

The president shall preside at all membership meetings, by virtue of the office be chairperson of the Board of Directors, present at each annual meeting of the organization an annual report of the work of the organization, appoint all committees, temporary or permanent, see that all books, reports, and certificates as required by law are properly kept or filed, be one of the officers who may sign checks or drafts of the organization, and have such powers as may be reasonably construed as belonging to the chief executive of any organization.

The vice-president shall in the event of the absence or inability of the president to exercise his or her office become acting president of the organization with all the rights, privileges and powers as if he or she had been duly elected president.

The secretary shall keep the minutes and records of the organization in appropriate books, file any certificate required by law, give and serve all notices to members of the organization, be the official custodian of records and seal of the organization, be one of the officers required to sign the checks and drafts of the organization, present to the membership at any meetings any communication addressed to the secretary of the organization, submit to the Board of Directors any communications which shall be addressed to the secretary of the organization, attend to all correspondence of the organization and exercise all duties incident to the office of secretary.

The treasurer shall have the care and custody of all monies belonging to the organization, be solely responsible for such monies or securities of the organization and be one of the officers who shall sign checks or drafts of the organization. No special fund may be set aside that shall make it unnecessary for the Treasurer to sign the check issued upon it.

The treasurer shall render at stated periods as the Board of Directors shall determine a

written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of Directors of such meeting and shall exercise all duties incident to the office of treasurer.

As stated heretofore, officers shall be virtue of their office be members of the Board of Directors.

No officer or director shall for reason of the office be entitled to any salary or compensation, but nothing herein shall be construed to prevent an officer or director from receiving compensation from the organization for duties other than as a director or officer.

At the initial meeting of the organization, the members present shall elect officers. Each officer shall serve a one (1) year term. After service of the first year's term, in succeeding years the president shall rotate off as an officer, the vice-president shall become the president, the secretary shall become the vice president, and the treasurer shall become the secretary; in each succeeding year, members shall elect from their number a treasurer and an at-large member to serve on the Board of Directors.

Article Nine - Committees

All committees of this organization shall be appointed by the president and their term of office shall be for a period of one (1) year, unless sooner terminated by the president.

Article Ten - Dues

The initial dues of this organization are set forth in the restrictive covenants. The Board of Directors shall establish the amount of funds on an annual basis to maintain the common areas and to levy an annual assessment or dues on each lot owner/member. The charges, assessments or

dues levied by the Board of Directors shall be paid by each lot owner/member on or before the final date fixed by resolution of the Board of Directors.

Article Eleven - Amendments

These by-laws may be altered, amended, repealed, or added to by an affirmative vote of not less than two-thirds (2/3) of the members.

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