

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

WHEREAS, said covenants were re-recorded on April 27, 2005, in Record Book 6707 at Page 191, to add Exhibit "A"; and,

WHEREAS, the developer, Dorr Resources, Inc., retained the right to modify or amend these covenants in whole or in part, and,

WHEREAS, the document below comprises the entire covenants as re-stated,

1. RESIDENTIAL PURPOSES: Each and every lot on the above referenced plat shall be used solely for residential purposes.

3. MINIMUM SIZE: Any dwelling constructed on any lot shall contain the following minimum square footage of heated area:

4. **SUBDIVISION OF LOTS:** No lot shall be subdivided or its boundary lines changed.

5. ARCHITECTURAL DESIGN: No building shall be erected or placed on any lot until the complete construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Developer as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Approval or disapproval by Developer shall be given in writing within seven (7) days after Developer has received said plans and specifications. In the event the Developer or his agent fails to approve or disapprove within seven (7) days after the plans and specifications have been submitted to them, or in any event, if no suit to enjoin the constructions prior to the completion thereof, approval will not be required and the related covenant will be deemed to be fully complied with. All fences or walls to be used as fences are to be approved by the Developer. No grading or filling which will change the elevation of any lot shall be done unless approved by the Developer of said Spring Water Subdivision.

6. COMMERCIAL ACTIVITY: No commercial activity of any kind or nature shall be conducted on any of the lots. No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. MOBILE HOMES, TEMPORARY STRUCTURES, YARDS: No trailer, mobile home with or without wheels, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used for residential purposes on any of the lots. No mobile home of any kind shall be placed on any lot. No structure of a temporary character, trailer, basement, tents, shack, garage, barn or other outbuildings shall be used or left on any lot at any time as a residence either temporarily or permanently, nor will it be permissible to stock pile any form of construction materials or parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said dwelling. All yards shall be maintained in a neat and attractive fashion. All property owners shall keep their grass mowed. Any boat, travel trailer, motor home, motorcycles, four wheelers, go cart, or other vehicles must be stored out of sight in an enclosed area. No trucks with more than six (6) wheels may be kept at any residence unless in a garage. No vehicle may be parked in any street or roadway unless used in connection with, and while moving a resident's personal belongings in or out of the residence or during a social event held at the residence. No vegetable garden may be planted except in the rear or back yard of any lot.

8. TRASH: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in containers approved for sanitary conditions.

9. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. EASEMENTS FOR STREETS AND UTILITIES: All easements for streets, utilities and drainage are established and dedicated for such uses and purposes as are shown upon said plat, and all rights necessary to the use and enjoyment of such easements, utilities and drainage easements are hereby reserved, and no building shall be constructed over or upon the area designated for easement purposes on said plat.

11. SIGNS: No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than five (5) square feet advertising the property for sale or rent.

12. SPRING WATER HOME OWNERS AND DOCK ASSOCIATION, INC. (HODA), ESTABLISHMENT, MANAGEMENT AND RIGHT TO RAISE OPERATING FUNDS:

a. ESTABLISHMENT: Developer hereby establishes Spring Water HODA, which has or will be filed with the Secretary of State as a non-profit corporation.

b. BOARD OF DIRECTORS: The affairs of the association shall be managed by a 5-member board of directors (BOD), who, after turnover from developer, shall be duly elected by the members of the association from among the members.

i. TERM OF OFFICE: Directors shall serve two year terms and until their successors are duly appointed or elected as the case may be.

ii. REGULAR BOD MEETINGS: Quarterly, at such time and place as may be fixed by resolution of the board. At least 7 days notice shall be given to association members to attend BOD meetings.

iii. DUTIES AND POWERS:

1. Adopt, execute and enforce Rules and Regulations of the Spring Water HODA.

2. Manage the maintenance of common areas, dock, street lights and other community property for the common benefit of all association members.

3. Procure and maintain liability insurance on all the property owned by the association.

4. Fix the amount of the annual dues against each lot.

5. Foreclose the lien against any lot or bring action at law against the owner for which dues are not paid within 30 days after the due date.

c. ANNUAL MEMBERSHIP MEETINGS: The first annual meeting shall take place within sixty days after turnover of the association by the developer. Subsequent annual meetings of members shall be held on the same day of the same month of each year.

d. VOTING, PROXIES AND QUORUM:

i. Each lot shall have one vote at membership meetings.

ii. Owner(s) of record shall determine who casts the vote for said lot.

iii. Owner(s) of record may vote in person or by proxy. All proxies shall be in writing and filed with the BOD.

iv. Eleven (11) owner(s) of record, in person or by proxy, shall constitute a quorum for annual membership meetings.

e. MEMBERSHIP: Membership in the association shall be limited to only the owners of record of lots shown on the above referenced plat and at such time as any future owner or member should convey his or her interest in a lot in Spring Water by deed to another person. Such transfer shall include transfer of membership in Spring Water HODA, and the grantee(s) shall automatically, without the necessity of any further action, become a member of this association.

13. RULES AND REGULATIONS. Board of Directors will establish a set of rules and regulations to further define covenants, reservations and restrictions for the benefit of each owner of the lots in the subdivision. These rules and regulations shall be enforceable per paragraph 12 of these covenants.

14. ESTABLISHMENT OF SPRING WATER DOCK COMMITTEE:

a. Spring Water Home Owners and Dock Association hereby establishes a sub-committee, Spring Water Dock Committee, to work closely with the BOD, for the purpose of promulgating rules for the use, maintenance and management of a ten slip floating dock with catwalk to land as shown in Exhibit "A" to originally recorded restrictions, which is anchored at a point off lots number 4-B and 5-A as shown on the above referenced plat, to-wit: The common dock constructed and floating adjacent to Lots 1-A through 5-B shall serve the lot owners of Spring Water. Each of the ten slips are twenty feet wide to accommodate docking of two boats which will serve all twenty lot owners in Spring Water Subdivision. Spaces in said slips have been marked by the developer with lot number as to assign permanent docking for each lot.

b. At such time as any future owner should convey his or her interest in a lot in Spring Water by deed to another person, such transfer of property shall include transfer of membership in this Association and the grantee/transferee shall automatically, without the necessity of any further action, become a member of this Association.

c. The community dock facility as owned by the members of the Association is confirmed as shown on Exhibit "A" attached hereto and which dock plan has been submitted to the U.S. Army Corps of Engineers. Any variance from such plans must have the majority approval of the members of this Association and the U.S. Army Corps of Engineers. Further, all plans for construction must be approved by the U.S. Army Corps of Engineers.

d. Members of the Association shall include discussion regarding the dock at their annual meeting and appoint a member for the purpose of contacting the U.S. Army Corps of Engineers so as to inform personnel of the current names of Association members and the name of the designated agent.

e. Association dues that are collected will be utilized to maintain the dock and common area and provide liability insurance for the Association.

f. All members of the Association have equal access to the community dock, and to that end, any deed from a future member shall also include a perpetual, non-exclusive right of way and easement over and across the "Ten Foot Access Easement" contiguous to the U.S. Army Corps of Engineers Property as shown on the above referenced plat for Spring Water. Any deed from any future member shall also include a perpetual, non-exclusive right-of-way easement Ten feet in width along the common line separating Lots Three B (3-B) and Four A (4-A) and One B (1-B) and Two A (2-A) as shown on said plat for ingress and egress to and from said dock.

g. Management, maintenance and compliance with regulations for the dock shall be the sole responsibility of the Dock Committee with oversight of the Association BOD.

h. The community dock and any slips constructed in the future are accessible by a catwalk moored to the shore. The catwalk shall be owned and maintained equally by all members of the Association and all members shall have equal access to said catwalk for the purpose of egress and ingress to the floating dock.

i. Members shall take care to keep the Association properties in good condition and shall be responsible for any damage which they may cause to the property of another member. Further, no member shall allow the dock to become cluttered or littered, nor shall they allow any nuisance of a permanent or temporary nature to exist on the dock or its adjoining premises.

j. When any property is transferred by deed to a new owner, a photocopy of that new owner's deed shall be furnished to the Spring Water Home Owners and Dock Association.

k. All members will be bound by the Shoreline Use Permit Conditions as established by the U.S. Army Corps of Engineers and all will agree to abide by any amendments thereto.

l. The rules as contained in this paragraph 14 may be modified from time to time upon unanimous consent of all members so long as all modifications are in writing and are attached to this document and submitted to the U.S. Army Corps of Engineers as a matter of record for review and approval.

m. The terms hereof are binding upon the undersigned, its successors, grantees and assigns. The rights, privileges and responsibilities hereunder may be assigned/granted by any member without notice to other members. However, any assignee or grantee must be an owner holding record title to a lot within Spring Water.

15. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, 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 the lots has been recorded, and agreeing to change said covenants in whole or in part.

16. SUBSTITUTION OF HODA FOR DEVELOPER: Upon the recordation of these restated Covenants, any approval, consent or right heretofore resting with the developer shall be transferred to the Spring Water Home Owners and Dock Association, Inc. (HODA).

17. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

18. VARIANCES OR AMENDMENTS. These covenants, except as to Paragraph 14 herein, may be amended by a majority vote of the lot owners in Spring Water.

19. INVALIDATION. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 22nd day of July, 2008.

IN THE PRESENCE OF:

Sammy L. Dorr
Debra W. Jones

DORR RESOURCES, INC.

By:

David Dorr

David Dorr

Its:

President

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

ACKNOWLEDGMENT

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

WITNESS my hand and seal this 22nd day of July, 2008.

Debra W. Jones

Notary Public for South Carolina

My Commission Expires: 10/13/2015

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FILED, RECORDED, INDEXED
Bk: 08770 Pg: 00264 Pages: 006
Rec Fee: 12.00 St Fee:
Co Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon