

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

TOPSAIL BAY, LLC

THIS DECLARATION made on the day hereinafter set forth by **TOPSAIL BAY, LLC**, having its principal offices in Pendleton, South Carolina, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant has caused to be recorded in office of Register of Deeds for Anderson County, South Carolina, this Declaration of Covenants, Conditions and Restrictions which subjects to such restrictions all of Topsail Bay, LLC's Topsail Bay Subdivision tract which contains twenty-six and sixty-six one hundredths (26.66) acres and consists of Lots 1 through 29 as shown on a plat recorded in Plat Book/Slide 926, at page 7+8; and

WHEREAS, the property described on the said plat of Topsail Bay is subject to the following easements, restrictions, covenants and conditions; and

WHEREAS, these restrictions are intended to provide for the orderly development of Topsail Bay as a residential community which is aesthetically pleasing and functionally convenient, a community which will attract residents seeking privacy and harmony with their neighbors; such restrictions are thus designed to protect the investment of the residents within Topsail Bay.

NOW, THEREFORE, Declarant hereby declares that all of the property designated as Topsail Bay shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of

and which shall run with said real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

SECTION 1.1. **ASSOCIATION** shall mean and refer to TOPSAIL BAY'S PROPERTY OWNER'S ASSOCIATION, INC., a non-profit corporation.

SECTION 1.2. **OWNER** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties referred to herein, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

SECTION 1.3. **PROPERTIES** shall mean and refer to the real property comprising the property within the development known as Topsail Bay.

SECTION 1.4. **COMMON AREAS** shall mean all real property owned or leased by the Association for the common use and enjoyment of Owners.

SECTION 1.5. **COMMON EXPENSES** shall mean and include: (a) all sums lawfully assessed against the lot owners by the Association; (b) expenses of administration, operation, maintenance, repair and replacement of the Common areas and facilities, including streets, street lighting, water and electric charges, landscaping; (c) expenses agreed upon as common expenses by the Association; (d) liability and/or other insurance premiums as required by the Association.

SECTION 1.6. LOT shall mean and refer to any number plot of land shown upon the Plat of Topsail Bay with the exception of the Common Areas.

SECTION 1.7. DECLARANT shall mean and refer to Topsail Bay, LLC, its successors and assigns.

SECTION 1.8. DWELLING UNIT shall mean and refer to a building situated upon a lot and intended for use and occupancy as a residence.

SECTION 1.9. MEMBER shall mean and refer to any person or entity who holds membership with voting rights in the Association, which membership shall be derived from ownership of any lot within Topsail Bay.

SECTION 1.10. BOARD shall mean and refer to a Board of Directors duly elected by the Association.

SECTION 1.11. ARCHITECTURAL CONTROL COMMITTEE shall mean and refer to a committee to protect the investment and enjoyment of owners by interpreting and enforcing the Protective Covenants of Article VI. The Declarant shall serve as the Architectural Control Committee until successors are duly appointed by the Board.

SECTION 1.12. BY-LAWS shall mean the By-Laws and Rules governing the operation of the Association as more fully appears in Exhibit "A" attached hereto.

ARTICLE II

PROPERTY RIGHTS

OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title of every lot, subject to the following provisions:

- A. Suspension of voting rights of an owner for unpaid assessments.
- B. The Association may at any time transfer title of roads to Anderson County or other public entity. At such time, roads would cease to be a part of Common Area.
- C. The right of the Association to impose regulations for the use and enjoyment of the Common Areas and improvements thereon.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 3.1. Every owner of a lot shall be a member of the Association.

SECTION 3.2. The Association shall have two (2) classes of voting membership:

A. **CLASS A:** Class A Members shall be all owners, with the exception of Declarant, who shall be entitled to one (1) vote for each lot owned. When more than one persons holds an interest in any lot, all such persons shall be members; the vote for such lot shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. Voting of fractional interests shall not be allowed.

B. **CLASS B:** The Class B member shall be the Declarant as hereinabove defined and such member shall be entitled to two (2) votes for each of the unsold lots as described on the attached Exhibit "A". The Class B membership shall cease when all such lots are sold.

SECTION 3.3. Voting privileges shall be suspended for any member having unpaid assessments (annual or special) in arrears in excess of thirty (30) days.

ARTICLE IV**COVENANT FOR MAINTENANCE ASSESSMENTS****SECTION 4.1. CREATION OF THE LIEN AND PERSONAL OBLIGATION**

OF ASSESSMENTS. The Declarant hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements. Any unpaid assessments or charges shall become a lien against the property and shall run with the land.

SECTION 4.2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties.

SECTION 4.3. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any repair or replacement, construction or reconstruction of a capital improvement upon the Common Areas, including fixtures and property related thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the vote of Class A and Class B members who are voting in person or by proxy at a meeting duly called for this purpose. Due dates for payment of such assessments shall be established by the Association.

SECTION 4.4. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED

UNDER SECTION 4.3. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 shall be sent to all members not less than thirty (30) days

nor more than sixty (60) days in advance of the meeting. At any such meeting called, a majority of the members eligible to vote shall constitute a quorum.

SECTION 4.5. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots, provided, however, that lots sold and not improved by Declarant shall be exempt from all assessments.

SECTION 4.6 ANNUAL ASSESSMENTS. The first annual assessment shall be One Hundred Fifty Dollars ~~(\$150.00)~~ ^{\$ 250.00} and shall be due on January 1st of each year. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent annual assessments against each lot shall be established by the majority vote of the Board. At least thirty (30) days in advance of each annual assessment, the Association shall send written notice of each assessment to every owner subject thereto.

SECTION 4.7. REVISED ANNUAL ASSESSMENT. If at any time during the course of any fiscal year, the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and thereafter monthly assessments shall be determined and paid on the basis of such revision.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 5.1. ARCHITECTURAL COMMITTEE. No building, fence, wall or other structure shall be commenced upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the same shall

have been submitted to and approved in writing by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, provided the person or persons who submitted the plans can show some type of verification as to the date of submission and acknowledgement of receipt thereof by the committee. The Association, its Board, Committees, agents or employees shall not be responsible for building code compliance of plans or construction. Any adverse decision may be appealed by the aggrieved party to the Association at a special meeting called for this purpose.

The Committee shall have the right to charge a reasonable fee for receiving such application for approval of plans and specifications in an amount not to exceed Fifty Dollars (\$50.00). Upon receiving approval of plans and specifications, construction shall be in conformity with such plans as have been previously approved by the said Committee. The Association shall be entitled to stop any construction which is in violation of these restrictions.

ARTICLE VI

PROTECTIVE COVENANTS

SECTION 6.1. RESIDENTIAL USE. All lots shall be used, improved and devoted exclusively to residential use. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling which shall include an attached garage designed to accommodate at least two (2) cars and not to exceed two stories in height above the highest natural ground elevation existing under the foundation of same and not including more

than one underground, one-story basement or crawl space, unless the same shall be approved in advance by the Architectural Committee provided for herein. Accessory buildings may be permitted upon submission and approval of plans submitted to the architectural committee for approval. Accessory buildings shall contain no less than one hundred (100') square feet of area and must be constructed of materials of the same quality, color and design as the main dwelling on the subject lot. Nothing herein shall be deemed to prevent the owner of any lot from leasing a lot, subject to all provisions of this Declaration.

SECTION 6.2. BUILDING SIZE AND REQUIREMENTS. In the case of a one-story residence, the main floor shall contain not less than one thousand seven hundred ^{2,100} ~~(1,700)~~' square feet of heated, finished living area. In the case of 1-1/2 or 2-story dwellings, the dwelling shall contain not less than one thousand nine hundred ^{2,300} ~~(1,900)~~' square feet of heated, finished living area with a minimum of one thousand four hundred ^{1,800} ~~(1,400)~~' square feet thereof on the first or main floor. For the purpose of this restriction, split-level and split-foyer homes shall be considered one-story residences. Heated, finished living space excludes basement (whether daylight or underground), porches, breeze-ways, garages, patios, and greenhouses.

SECTION 6.3. DRIVEWAYS AND PARKING AREAS. All driveways and parking areas must be paved with asphalt, concrete or other paving materials approved in advance by the Architectural Committee and shall be completed at occupancy of the dwelling or within thirty (30) days thereafter.

SECTION 6.4. NUISANCES. No noxious or offensive activities shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This restriction shall be subject to enforcement by the

Association and regulation to be published by the Association.

SECTION 6.5. RESTRICTION ON FURTHER SUBDIVISION. No lot shall be further subdivided or separated into smaller lots by an owner and no portion less than all of any such lot nor an easement or other interest less than the entire fee therein shall be conveyed or transferred by an owner, except as authorized by the Association or as may be required due to the exercise by a governmental body of the power of eminent domain. However, notwithstanding any provisions herein which could be construed to the contrary, the owners/developers hereby expressly reserve the right to re-survey, re-plat, alter or amend any one or more lots shown on the current subdivision plat which is recorded as indicated hereinabove.

SECTION 6.6. ANIMALS. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under control of their owner when they are outside the occupant's premises and must not become a nuisance to other residents at any time. No "dog runs" or dog pens shall be permitted. The design and planned location of any exterior pet enclosure shall be submitted to the architectural committee for approval prior to its placement or construction.

SECTION 6.7. PARKING. No parking of unlicensed, uninspected, or non-operable vehicles shall be allowed outside a dwelling unit. Except for emergency repairs, no person shall repair or restore any vehicle, boat, trailer, or recreational vehicle upon any portion of the properties outside a dwelling unit or garage. The Board shall have the right and authority to formulate rules governing the size and weight of vehicles which may be driven, parked, or stored

within Topsail Bay. All boats, trailers and similar recreational utility vehicles shall be kept under suitable cover such as a garage when stored on the property with any degree of permanence, provided that such cover is approved by the architectural committee. No vehicle may be stored outside a dwelling unit or approved structure except such vehicles as are for the property owner's personal use. These vehicles shall be parked no closer than fifty (50') feet to the road and in such a manner as not to be an eyesore or nuisance to other owners. No vehicles shall be allowed to be permanently parked within the streets, roadways, common areas, or the rights of ways in Topsail Bay.

SECTION 6.8. MOTOR VEHICLES. All motor vehicles shall be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise. No motor vehicles shall be driven on pathways, unpaved Common Areas, or roadway shoulders within Topsail Bay.

SECTION 6.9. OUTSIDE ANTENNAE. No outside radio or television antennae or satellite dishes shall be erected on any lot within the properties, except as approved in writing by the Architectural Committee.

SECTION 6.10. CLOTHES LINES. No outside clothes lines shall be permitted.

SECTION 6.11. TRASH RECEPTACLES. Storage, collection and disposal of trash shall be in compliance with rules set by the Association. Trash or garbage shall not be placed for pickup earlier than 6:00 A.M. of the day garbage is scheduled to be collected. All garbage and trash containers shall be screened in such a manner as to be not visible from the paved street.

SECTION 6.12. TRASH BURNING. Trash, brush, leaves, and other similar materials shall not be burned within Topsail Bay without approval of the Board and after

obtaining applicable burning permits.

SECTION 6.13. SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5') square feet advertising the property for sale or rent or signs used by a building to advertise the property during the construction and sales period and except as required by governmental agencies. Nothing in this paragraph shall be construed to prevent Declarant from erecting entrance display signs or signs designed to designate areas within a subdivision, including street signs.

SECTION 6.14. EXTERIOR FINISHES. Concrete blocks may not be exposed to the exterior unless plastered or stuccoed. Unpainted sheet metal may not be exposed to the exterior. All roof stacks and vents shall conform in color to the roofing material used. Exterior vinyl may be allowed on horizontal surfaces, such as soffits and overhangs and windows, but its use on vertical surfaces is limited to no more than fifteen (15%) percent of the exterior vertical surface of the total exterior vertical surfaces of the subject structure.

SECTION 6.15. TEMPORARY STRUCTURES. No structure of a temporary character, including trailers, mobile homes, tents or shacks shall be placed upon any portion of Topsail Bay at any time; provided, however, that this shall not apply to shelters used by contractors during construction. Out-buildings or partially completed dwellings shall not at any time be used as residences.

SECTION 6.16. BUILDING LOCATION AND SETBACK. No building shall be located on any lot nearer than fifty (50') feet from the margin of the right of way of the street at the front of a lot, or nearer than thirty-five (35') feet from the margin of the right of way of a side street. No building shall be located on any lot nearer than twenty (20') feet to any side

lot line, provided said lot does not adjoin the Corp of Engineers' property line. In such case where the rear lot line adjoins the Corp of Engineers' property line, there is no setback regulation for that line.

A Detached Accessory Building may be constructed within twenty (20') feet of a side or rear lot line upon approval of the architectural committee.

However, should anyone purchase two (2) contiguous lots and wish to erect a dwelling thereon, that person or persons shall specifically have the right to build said dwelling on the common lot line between the two (2) contiguous lots. However, this in no way shall waive the requirements contained herein concerning rear and side lot lines with respect to the two (2) contiguous lots taken as a whole.

"Front Lot Line" as referred to herein is that part of the lot which faces the paved street located in Topsail Bay Subdivision. It is specifically understood and agreed, however, that a purchaser of an irregularly shaped lot who wishes to have the above requirements waived because of the shape of such lot may submit to the architectural committee a plot plan showing an alternative location for a residential structure. Approval or any deviation from these requirements is vested in the sole discretion of the architectural committee. The consent to one such deviation shall not operate to demonstrate consent to any subsequent request for a deviation.

For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The Board reserves the right to waive unintentional violations of the setback requirements and grant variances in case of minor violations of minimum building size or location as set forth in Section 2 and Section 16.

SECTION 6.17. TRADE OR BUSINESS. No trade or business shall be carried on upon any lot or tract, but this restriction shall not prohibit a home office. This provision shall not apply to facilities used in the sale of lots in this development or the duties of the Association.

SECTION 6.18. LIVESTOCK. No livestock or poultry may be kept on the property.

SECTION 6.19. SEWAGE, ELECTRICAL SERVICE AND OTHER UTILITIES. Every dwelling unit shall have permanent plumbing, running water and a permanent sewage disposal system approved by the appropriate county or state agency. No temporary plumbing, water or sewage systems shall be allowed. No private wells may be drilled or maintained on any lot without the prior written consent of the Board.

All electrical service and other similar utility service shall be through underground service. No overhead service lines or structures shall be permitted except as may be required by the utility provider.

SECTION 6.20. STORAGE TANKS. Fuel, gas, oil, or water storage receptacles may not be exposed to view and must be installed either within the dwelling unit, buried underground, or screened with an enclosure approved by the Architectural Committee.

SECTION 6.21. STREETS. No street, alley or cart-way shall be laid out, opened or built across or through any lot.

SECTION 6.22. FENCES. Any fencing of a decorative or utility nature must be approved in writing by the Architectural Committee.

SECTION 6.23. PLAYGROUNDS, ETC. All play or sports equipment, vegetable gardens and swimming pools shall be located on the property so as not to create nor constitute

an eyesore or nuisance to adjoining properties. Above-ground pools shall not be permitted.

SECTION 6.24. DAMAGE TO COMMON AREAS. The Owner shall be responsible for any damage to common areas by any party related to the construction or maintenance of his dwelling or lot. The Owner shall cause to be deposited with the Association the sum of Seven Hundred Fifty Dollars (\$750.00) to be applied to the cost of cleaning or repairing damage, including, but not limited to, concrete curb and gutter and asphalt. Any unused portion will be returned upon completion of construction and repair of any damage and/or cleanup as provided herein, if any. This provision in no way limits liability for damage to Seven Hundred Fifty Dollars (\$750.00). Absent an agreement by the Board, damages in excess of Seven Hundred Fifty Dollars (\$750.00) must be paid before occupancy shall be allowed. Any unpaid assessed damages shall constitute a lien upon such owner's property as provided in Article IV hereof.

SECTION 6.25. COMPLETION OF CONSTRUCTION. Once begun, construction of a dwelling shall be completed within one year. A dwelling shall not be occupied until completed. A dwelling shall be complete upon final inspection and approval by the applicable government authority. In the absence of such authority, the Architectural Control Committee shall give final approval for occupancy.

SECTION 6.26. MAINTENANCE OF LOTS. All lots and parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees, to do so, the cost of which shall be assessed to the owner and become a lien upon said lot and shall be

enforceable by the Association. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.

SECTION 6.27. MOTORCYCLES. Motorcycles, minibikes, dune buggies, go-carts, all terrain vehicles, motorized bikes or similar recreational vehicles may only be operated within the bounds of Topsail Bay while riding to and from a residence to the public road and may not be ridden within the bounds of the properties for any other purpose.

SECTION 6.28. EASEMENTS. Utility and drainage easements affecting all lots in this tract are reserved ten (10') feet in width along each side of interior lot lines and over the front and rear ten (10') feet of each lot for installation and maintenance of utilities and drainage facilities. Neither Declarant, nor any utility company using the easements herein referred to, shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers, or to the property of the owner situated on the land covered by said easements.

SECTION 6.29. ACCESSORY OUT-BUILDINGS.

A. No accessory out-buildings shall be constructed without the proper approval of the Architectural Control Committee after submission of detailed information as to proposed location and design.

B. No accessory out-buildings shall be erected on any lot or parcel prior to the erection thereon of a dwelling unless approved in writing by the Architectural Control Committee. In no event shall any such accessory out-building, partially completed or temporary structure, ever be used for human occupancy or habitation.

SECTION 6.30. QUARRYING OR MINING OPERATIONS. Quarrying or mining operations of any kind shall be prohibited on any lot.

SECTION 6.31. PROHIBITION AGAINST USED STRUCTURES. Without the approval of the Architectural Control Committee, no used buildings, or structures, or materials intended for use as a dwelling, shall be placed on any lot.

SECTION 6.32. BOAT DOCKS. The Corp of Engineers approval must be secured as to the construction and location of any boat dock and any such boat dock shall conform to requirements of the Corp of Engineers in all respects.

SECTION 6.33. UNDERBRUSHING AND TREE REMOVAL. Underbrushing and tree removal on the Corp of Engineers by an adjacent property owner may only be done with the express consent of the Corp of Engineers. Extensive tree removal on any Topsail Bay lot must be approved by the architectural committee except for such tree removal as may be necessary for the actual construction of an approved dwelling or other structure.

ARTICLE VII

CONVEYANCE OF COMMON AREA TO THE ASSOCIATION

SECTION 7.1. TITLE TO COMMON AREA. Declarant will convey to the Association all of the Common Areas as shown on the Plat of Topsail Bay at the conveyance of the first lot or when the roads are paved by the Declarant.

SECTION 7.2. RIGHTS OF WAY AND EASEMENTS RETAINED. Any conveyance by the Declarant to the Property Owners' Association of the Common Areas as set forth in Section 1 of the Articles shall be made subject to the following:

- A. Rights of way for ingress, egress and regress over and upon those certain roads

located on the recorded plats for Topsail Bay.

- B.** Easements and rights of way for the purpose of connecting water, sewer, electric, telephone, and other utility lines running across the property of Topsail Bay as shown on said recorded plat.

SECTION 7.3. ENCUMBRANCES. The Declarant agrees that, in connection with conveyance of Common Areas as above referred to, such conveyances to the Property Owners' Association shall be free and clean of all liens and financial encumbrances, except easements and rights of way of record and current and subsequent Anderson County taxes.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.1 DURATION. The covenants and restrictions contained in this Declaration shall run with and bind the properties which are made subject hereto for a period of twenty (20) years from the date this Declaration is recorded in the Office of the Clerk of Court for Anderson County, South Carolina, after which time, such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended by vote of seventy-five (75%) percent of members.

SECTION 8.2. AMENDMENT. This Declaration may be amended at any time by an instrument executed by the holders of seventy-five (75%) percent of the votes described in Article III hereof. The Declarant may amend this Declaration at any time to correct any obvious error or inconsistency in drafting, typing or reproduction without action or consent of the Association and such amendment shall be certified as an official act of the Board of the Association and recorded in the Office of the Clerk of Court for Anderson County, South

Carolina.

SECTION 8.3. ENFORCEMENT. The Association, any owner, or the Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure to enforce any covenant shall not constitute a waiver of the right to do so thereafter.

SECTION 8.4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision of this Declaration, which shall remain in full force and effect.

SECTION 8.5. CONSTRUCTION. This Declaration shall be constructed and controlled by and under the laws of the State of South Carolina.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized agent this the 26th day of August, 1998.

TOPSAIL BAY, LLC

BY: Arthur D. Savani, Jr. (SEAL)

Its: President

IN THE PRESENCE OF:

Barbara Lewis
Deborah M. Whitworth

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that () he saw the within-named Topsail Bay, LLC by and through its duly authorized officer/agent, sign, seal and as its act and deed, deliver the within instrument for the uses and purposes mentioned therein, and () he with the other witness subscribed above, witnessed the execution thereof.

Barbara Kaurb

SWORN to before me this 26th day

of August, 1998.

Debra M Whitworth

Notary Public for South Carolina

My Commission expired: 10/29/02

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 FILED, RECORDED, INDEXED
 09/04/1998 03:11P
 Bk:3079 Pg:354
 RecFee:25.00 St Fee:0.00
 Co Fee:0.00 Pages:19
 REGISTER OF DEEDS, ANDERSON CO
 Shirley McElhannon,
 Register of Deeds