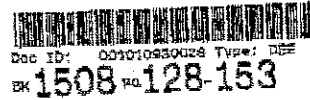


Edgewater
PCA Inc.
Attn: William Mills
PO Box 414
Spartanburg SC
29663-0414



Doc ID: 001010830028 Type: DEED
BK 1508 pg 128-153

June 7, 2006

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

AMENDED

RESTRICTIVE COVENANTS

FOR

EDGEWATER SUBDIVISION

AND

EDGEWATER SUBDIVISION, PHASE II

PREAMBLE:

022158

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
13 JUN -1 P 2:51

A. The Subdivision known as Edgewater as shown and described by a plat prepared by James G. Hart, RLS #6674, dated June 15, 1994 and recorded in Plat Book A-290 at page 10, records of Oconee County, South Carolina was made subject to "Protective Covenants, Easements, and Restrictions" dated June 15, 1994 filed in Deed Book 786 at page 237. Also, the Subdivision known as Tracts or Lots 1, 2, 3, 4, 5, 6, 12, 13, and 14 of Edgewater Subdivision, Phase II, as shown and described on a plat thereof recorded in Plat Book A622 at page 3, records of Oconee County, South Carolina, was made subject to "Protective Covenants, Easements and Restrictions" dated 10 March 1999 filed in Deed Book 1021 at page 41 with the exception of Tract or Lot 4, which is shown and described on a plat thereof recorded in Plat Book A622, at page 5, records of Oconee County, South Carolina, was made subject to "Protective Covenants, Easements and Restrictions" dated 10 March 1999 filed in Deed Book 989 at page 297.

B. The Covenants provide in Paragraph 24:

Any amendment to these covenants and restrictions shall be authorized only by an instrument signed by a majority of the then owners of the lots agreeing to the amendment hereto either in whole or in part, and such amendment must be recorded in the office of the Clerk of Court for Oconee County.

C. There are 21 lots in Edgewater Subdivision and 9 lots in Edgewater Subdivision, Phase II. The undersigned, being a majority of the Lots now owned in Edgewater and the majority of the Lots now owned in Edgewater, Phase II, hereby agree to and do hereby amend the Protective Covenants, Easements, and Restrictions by striking the Covenants filed with the Register of Deeds of Oconee County in Deed Book 786 at page 237 for Edgewater Subdivision and by striking the Covenants filed with the Register of Deeds of Oconee County in Deed Book 1021 page 41 for Edgewater Subdivision, Phase II and substituting therefore the following "Restrictive Covenants" ("the Covenants"):

WITNESSETH:

**ARTICLE I
ESTABLISHMENT OF RESTRICTIVE COVENANTS**

Establishment of Restrictive Covenants. For and in consideration of the mutual benefit of the Lot Owners of Edgewater Subdivision as shown on a Plat by James G. Hart, RLS #6674, dated June 15, 1994, and recorded in Plat Book A290 at page 10, records of Oconee County, South Carolina, ("the Plat") the Lots, Tracts, Parcels, and Property shown by the Plat are made subject to these Restrictive Covenants set forth and the subdivision comprising the Lots and Tracts shown on the Plat. Also, for and in consideration of the mutual benefit of the Lot and/or Tract Owners of Edgewater Subdivision, Phase II as shown on a Plat thereof recorded in Plat Book A622, at page 5, records of Oconee County, South Carolina, ("the Plat") the Lots, Tracts, Parcels, and Property shown by the Plat are made subject to these Restrictive Covenants set forth and the subdivision comprising the Lots Number 1, 2, 3, 4, 5, 6, 12, 13, and 14 and tracts shown on the Plat.

**ARTICLE II
DEFINITIONS**

1. Definitions: The following definitions shall apply to these Restrictive Covenants.
- a. "Covenants" shall mean the Restrictive Covenants herein filed with the records of Oconee County and all supplementary or amended Covenants that may be filed in accordance with these Covenants from time to time.
 - b. "Edgewater" or "Development" or "Subdivision" means the subdivisions known as *Edgewater Subdivision* and *Edgewater Subdivision, Phase II*.
 - c. "Lot" shall mean any tract designated and numbered as a Lot shown and meant for a lot for building a residence.
 - d. "Lot Owner" or "Owner" shall mean any persons, corporation, partnership, trust, or other entity that owns a numbered Lot in Edgewater Subdivision and Edgewater Subdivision, Phase II and shall mean any person or entity as defined in this paragraph who has or acquires an interest in a Lot by *Deed*, including Quit Claim Deed, Tax Deed, Deed by Foreclosure, or acquires by inheritance. Specifically, a person who acquires an interest at a sale of the property for taxes by Oconee County or other governmental agency shall be an "Owner" for all purposes of these covenants.
 - e. "Notice" when used in the context of a communication of a Lot Owner shall mean any communication to a Lot Owner by the Association or any other person or entity who is obligated or required to make a communication to a Lot Owner of some liability or obligation of the Lot Owner by these Covenants.
 - f. "Edgewater Property Owners Association, Inc." or "Association" means an organization composed of the Lot Owners in Edgewater, Edgewater Phase II and Edgewater Hills, as defined and shall be known as "Edgewater Property Owners Association, Inc."
 - g. "Board" means the Board of Directors of the Edgewater Property Owners Association, Inc.
 - h. "Member" means Lot Owners who are entitled to vote in the Edgewater

Property Owners Association, Inc.

- i. "Assessment" means the charges made to the Lot Owner(s) to pay for the expenses of the Association as set forth in these Covenants, whether collected monthly, quarterly, annually or whether for annual, ordinary, or special, or extraordinary expenses.
- j. "Architectural Review Committee" or "ARC" mean the persons designated by the Board of Directors of the Association to approve plans for structures of any kind within the Subdivision, including any object attached to a structure and perform other duties as directed by the Board of Directors or the Association Members
- k. "Recreation or Common Area" There shall be no recreation or common area designated in the subdivision.
- l. "Roads" shall mean the streets or roads designated as such as shown on the plan.
- m. "Plat" means the plat of the Subdivision prepared by James G. Hatt, RLS #6674, dated June 15, 1994 and recorded in Plat Book A290 at page 10, records of Oconee County, South Carolina and the plat dated March 10, 1999 and recorded in Plat Book A622 at page 5.
- n. "Vehicle" when used in describing what may be kept on lots, shall include boats, jet-skis, off-road or all terrain vehicles, and all other objects which are commonly moved from place to place.

**ARTICLE III
USE OF LOTS**

1. **Use of Lots - Residential Purposes.** All numbered Lots within the Subdivision shall be used for residential purposes only. Only one single-family dwelling may be constructed on any Lot. Each dwelling must have a minimum of two thousand (2,000) square feet of heated living space, exclusive of garages, patios, and porches. Each multiple story dwelling must have a minimum of one thousand five hundred (1,500) square feet of heated living space on the first or main floor, exclusive of garages, patios, and porches. Only one family may reside on any Lot.
2. **Construction Materials.** All homes or other structures constructed on Lots must be of high quality materials and workmanship and must comply with all codes of governmental agencies having jurisdiction over the Subdivision.
3. **Storage Buildings.** All storage buildings or other structures must be constructed of the same materials as the residence and must be approved by the Architectural Review Committee.
4. **Trash - Debris.**
 - 1) **No Dumping of Trash Allowed.** No dumping of trash, oil, paint, brush, or any other material shall be permitted within the Subdivision. Trash, garbage or other waste shall not be kept on any Lot except in approved sanitary containers. All garbage cans and containers shall be screened in such a manner that they are not visible from the paved roads. Each Lot Owner is responsible for taking their garbage/waste to the county facilities.
 - 2) **Burning of Brush - Debris.** The burning of brush, garbage or debris shall not be allowed within the Subdivision, provided, that when a Lot is cleared for the

construction of a dwelling, brush may be burned if permitted by governmental authorities having jurisdiction. In no event, however, shall burning of brush be allowed if it shall be dangerous or a nuisance.

5. **Pets Allowed.** Except as provided for in this paragraph, no animal shall be kept or permitted to be kept on the premises except for domestic dogs and cats or other household pets; provided, however, no animal shall be kept or bred for commercial purposes on the premises and in no event shall there be more than two (2) pets with a weight of 5 pounds or greater allowed to be kept on the premises. Any pet kept on the premises as allowed above shall be kept enclosed in a fence on the rear of the premises. Notwithstanding this paragraph, no more than two (2) horses may be allowed on Lots Twelve (12) through Twenty-One (21) of the current Edgewater Subdivision and Lots One (1) through Six (6) of Edgewater Phase II Subdivision. A stable or barn for no more than two (2) horses may be erected on Lots Twelve (12) through Twenty (21) and Lots One (1) through Six (6) in Phase II. Such stable or barn must be constructed with new materials, roofed, and such stable or barn must be weather treated and maintained. A stable or barn must be approved by the Architectural Review Committee before construction.

6. **Fences.** The Architectural Review Committee shall approve all fences. All fencing used and erected within the Subdivision shall be constructed in a manner so as to enhance the beauty of the Development and in keeping with the materials and design of all structures as approved by ARC. All fences must be constructed in a permanent and professional manner so as not to detract from the subdivision or any improvement thereon. The height of fences shall be limited to a height not to exceed six (6) feet.

7. **Setbacks - Interior Lots.** All dwellings and any other structure must be located at least thirty (30) feet from the front lot line of the Lot and at least ten (10) feet from each side lot line and at least ten (10) feet from the rear lot line; provided, that if two or more Lots shall be combined into a single Lot for building purposes, then only the outermost setback lines shall apply. The Architectural Review Committee may, for good cause shown, grant variances of not more than ten (10) feet on front set-back lines and not more than five (5) feet from the rear or side lines.

8. **Setbacks - Lake Lots.** All dwellings and other structures constructed on Lots which border Lake Hartwell must be located at least thirty (30) feet from the front lot line of the lot and at least ten (10) feet from each side lot line. If two or more Lots are combined into a single lot for building purposes, then only the outermost setback lines shall apply. No structure may be located closer than thirty (30) feet to any road. The Architectural Review Committee may grant a variance where the setback provisions cause a hardship when good cause is shown, provided that variances of not more than ten (10) feet shall be granted on front setback lines and not more than five (5) feet from the rear or side lines.

9. **Foundations.** All foundations shall be concrete masonry units. All concrete block foundations must be veneered with real (not synthetic) brick, stone or stucco. No vinyl or plastic underpinning shall be allowed.

10. **Antennas.** No television, radio, or other "antenna" shall be permitted exceeding thirty-six (36) inches in diameter, or an extended antenna on a pole exceeding sixty (60) inches in length nor more than ten (10) feet from the top of the home. No antenna shall be installed unless and until approved by the Architectural Review Committee. If this paragraph is in violation of Federal or South Carolina Law, then the law shall govern.

11. **Sewage Disposal.** All plumbing, lavatories, and sanitation devices must be indoors. All sewage systems shall be connected to a septic tank or cesspool designed, located and constructed in accordance with the requirements of the South Carolina Department of Health and Environmental Control.

12. **Trailers and Other Vehicles Prohibited.** Travel trailers, recreational vehicles, trucks (other than pick-ups¹, panel trucks, and vans), buses, and portable camping equipment shall not be kept in the Subdivision more than 14 days and then only if parked on the Lot Owner's paved parking area. Temporary street parking is permitted for loading and unloading, not to exceed twelve (12) hours. The Architectural Review Committee shall remove any vehicle prohibited by this Paragraph at the Owner's expense. All Lot Owners grant to the Association an easement for the purpose of entering upon the Lot and removing any vehicle prohibited by this Paragraph.
13. **Parking.** All vehicles shall be parked in garages, carports, or driveways provided on each Lot or in areas designated for parking. No vehicle shall be parked or allowed in or on the roadway for more than eight (8) hours. Gravel or dirt driveways or parking areas are not permitted. Except, a maximum of two (2) unloaded boat or utility trailers may be parked on a dirt or gravel surfaced area on the Lot Owners property.
14. **No Vehicle Maintenance Allowed.** No automotive or vehicle maintenance may be performed within the Subdivision.
15. **Business Activity Prohibited Except Home Office.** No industry, business, trade, occupation or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the Development, except home offices which are not apparent from the outside. No business may be conducted which causes any appreciable increase in vehicular traffic or parking. No business, trade, or professional signs may be displayed. No manufacturing or industrial business may be conducted within the Development. No retail business, including such activities as barber or beauty shops, may be conducted within the Development. No Homeowner shall employ agents or employees within the Development except those persons who are engaged in the maintenance of Development or Owner's property.
16. **Time-Sharing Prohibited.** No Unit shall be used for Time-Sharing, as the South Carolina Law defines that term and no Unit shall be rented for a period of less than three (3) months.
17. **Utilities.** All telephone, water, and electrical lines must be underground. All fuel tanks or containers shall be screened from view or buried underground consistent with accepted safety and environmental precautions.
18. **Nuisance Prohibited.** No noxious or offensive activity shall be carried on upon any Lot or common area nor shall anything be done thereon which may be or may become an annoyance or nuisance. The word "nuisance" shall be liberally interpreted.
19. **No Signs Allowed.** No signs or advertising displays may be placed in the Subdivision, inclusive of advertising for the sale of a home or Lot, except that a single sign, not to exceed twenty-four (24) inches by thirty (30) inches in size is permitted with the approval of the Architectural Review Committee, which announces that the Lot or home is for sale. Security signs are allowed, but not to exceed eighteen (18) inches by eighteen (18) inches.
20. **Approval of Plans.** The Architectural Review Committee, prior to construction, must approve all building plans, elevations, and specifications. Approval shall not be unreasonably withheld. All plans submitted must be approved or disapproved within sixty (60) days after submission. If the plans are not disapproved within sixty (60) days after submission, they shall be deemed to have been approved.
21. **Completion of Structure.** Any structure must be completed within one (1) year after construction has commenced.

¹ A truck with large oversized tires shall not be considered to be a "pick-up"

22. **Maintenance of Lots.** All vacant Lots shall be maintained. Unsightly brush, weeds, vines, and other conditions shall not be permitted. All Lots shall be mowed and kept to a neat groomed appearance. If any Lot Owner shall fail to maintain his Lot, then the Association may maintain the Lot at the expense of the Lot Owner and such expense shall be a lien against the Lot and Owner of a Lot in the same manner as an Assessment.
23. **Erosion Control.** Erosion control will be the responsibility of Lot Owners so as to contain and control all silt and soil due to excavation and/or construction. Gravel, mud mats shall be installed at construction entrance of each site to retain mud and dirt from the roadway. If mud or debris washes onto pavement, said Lot Owner and/or builder shall immediately wash and clean road surface.
24. **Roads - Maintenance.** Roads are dedicated for the use of the Lot Owners in Edgewater Subdivision or Edgewater Subdivision, Phase II for ingress and egress and for public utilities. A right-of-way is reserved for each Lot in Edgewater Subdivision or Edgewater Subdivision, Phase II for all roads abutting said Lot.
25. **Damage to Roads.** Lot owners shall be responsible for any damages to surfaces, sub-straights and/or shoulders of road due to construction or traffic of construction equipment.
26. **Street Lighting.** Association may install or have installed (but is not obligated to do so).
27. **Landscaping.** Existing landscaping at entrances will be kept and maintained in the areas already designated.

**ARTICLE IV
EDGEWATER PROPERTY OWNERS ASSOCIATION, INC.**

1. **Edgewater Property Owners Association.** Prior to the date of recording of the within instrument, there has been formed, "Edgewater Property Owners Association, Inc.", ("Association") which shall be the governing body of the Subdivision, with respect to the administration, maintenance, repair and replacement of the Common Property, including roads. The Board of Directors of the Association shall be the form of administration of the Association and of the Development. Whenever this instrument shall call for approval, permission or requirement of the Association, it shall mean the Board of Directors of Edgewater Property Owners Association. A copy of the Bylaws of the Association is made a part of these Covenants referenced and incorporated herein as if fully set forth herein.
2. **Board of Directors.** The Board of Directors shall consist of three members who are elected by the Members of the Association at the annual meeting.
3. **Administration - Manager.** The Administration of the Development and the powers and duties coincident thereto may be delegated by the Association to a Manager. The Manager shall be retained by the Association upon such terms and conditions and for such compensation as it may from time to time determine. The Manager may be a Lot Owner of The Edgewater Subdivision, Edgewater Subdivision, Phase II or Edgewater Hills.
4. **Membership.** Each Lot Owner shall automatically become and be a member of the Association so long as he continues as a Lot Owner. Upon the termination of the interest of a Lot Owner, his membership, together with his stock ownership in the Association, shall thereupon automatically terminate and transfer and inure to the new Lot Owner succeeding him in interest.
5. **Number of Shares.** The aggregate number of shares of stock in the Association

shall be one hundred (100), which shall be divided, as will the votes relating thereto, among the Lot Owners in equal shares. It shall not be necessary to issue certificates of stock as evidence of ownership.

ARTICLE V ASSESSMENTS

Assessments, Assessments and Fees shall be due, paid, and collected as follows:

- a. **Assessments-Fees.** Each Lot Owner shall pay fees for use of the road, maintenance, and street lighting, if installed, and such other common expenses annually in such amount as provided in the By-Laws of the Edgewater Property Owners Association, which amount shall be due on the 1st day of January of each year. Each day after March 1st, shall be deemed late and billed at the rate of Ten (\$10.00) Dollars per day until paid in full. All fees or assessments not paid when due shall bear interest at the highest rate for pre-judgments in South Carolina, and such interest shall be added to the fees and assessments due, in addition to late fees.
- i. Lot 5 in Edgewater Subdivision Phase II shall be exempt from any Assessments or Fees charged by the Association until the present owner, Charlotte Bullock, sells, transfers to re-deeds Lot 5 Edgewater Phase II to another owner of record in consideration for agreeing to accept the recording of this Restrictive Covenants on Lot. The existing owner of Lot 5 Edgewater Subdivision Phase II owned this lot prior to the formation of the subdivision and the preceding Restrictive Covenants. An exception to Assessments and Fees was granted to the owner of Lot 5, Edgewater Phase II, but will not apply to a future owner of Lot 5. The owner of Lot 5 Edgewater Phase II will be granted voting rights and full membership in the Association.
- b. **Allocation of Fees Collected.** The Association shall determine the pro-rata amount of the total fees allocated to road maintenance and shall escrow such portion in a special account to be used exclusively for road maintenance. Such account may be held if directed by the Association Directors in the name of an appropriate escrow agent (accounting firm or bank). The Association or Escrow Agent shall provide to each Lot Owner an accounting of the status of the account on or before May 1 of each year and an accounting shall be made available to any Lot Owner on a yearly basis, or other person who has an interest in a Lot, including purchasers and mortgagees.
- c. **Multiple Ownership.** If a Lot is owned by more than one person or entity, the liability for fees and assessments shall be in accordance with the interest of each Owner.
- d. **Liens and Judgments.** Assessments which are due shall constitute a lien against the Lot for which billed and shall be the personal liability of the Owner of the Lot. Past due assessments may be filed in the Assessments Book kept with the records of Oconee County, but such Assessments shall constitute a lien whether filed or not, provided such Assessment has been established and billed to the Lot Owner. The Association shall be entitled to recover the cost of a judgment against the Lot Owner, for the fees and assessment(s), including all costs of collection, including a reasonable court and attorneys' fee or other court ordered expense. Such lien established shall run with the land at law.

- e. **Tax Sale.** A sale of a Lot for taxes does not relieve an Owner from any liability for any assessment and the lien established herein against the property continues notwithstanding the sale or disposition of the Lot by the Owners. A person who acquires a Lot or an interest in a Lot by the purchase at a tax-sale shall be liable for assessments from the time that he bids on the Lot and the lien shall immediately attach and he shall be liable when the Lot is conveyed to him by deed. A tax sale of property does not relieve an Owner from any personal liability for any assessment and such liability continues until paid.

ARTICLE VI EASEMENTS

1. **Drainage Easement.** A ten (10) foot wide drainage maintenance is reserved following the entire natural storm water drainage course from the outlet side of each culvert pipe crossing a paved road.
2. **Utility Easement.** Easements are reserved for the installation of Utilities within the roadways or within ten (10) feet of any Lot, provided that any damage to any Lot during installation shall be repaired and the Lot restored.

ARTICLE VII ENFORCEMENT

1. **Notice to Correct Violation.** The Association shall notify any Lot Owner who violates any Covenant to correct an unsightly or unsafe condition or any condition requiring erosion control and if the Lot Owner fails to correct the condition within thirty (30) days, the Association shall have the right to enter upon the property, correct the condition, and to charge the Lot Owner for the cost of the correction. Any cost shall constitute and be treated as an Assessment under these Covenants and shall have a lien against the Lot.
2. **Enforcement of Covenants.** The Association or any Lot Owner may bring an action to enforce the provisions of these Covenants in Law or in Equity.
3. **Jurisdiction.** Any action brought by Association, its assignee, or any person having standing to bring such action, against any Lot Owner for collection of fees, or the enforcement of any lien, or to enforce these Covenants shall be instituted in the Courts of Oconee County, irrespective of the residence or place of business of the Lot Owner against whom any action is brought and such Lot Owner shall be subject to the Jurisdiction of the Courts of Oconee County irrespective of his place of residence or citizenship or principal place of business. In all actions brought pursuant to these Covenants, the law of South Carolina shall govern.
4. **Litigation.** Any person who brings an action against the Association, challenging any provision of these Restrictive Covenants or brings any action relating to Edgewater Subdivision or Edgewater Subdivision, Phase II shall pay all costs of such action, including attorney's fees, if such action is not successful.

ARTICLE VIII COVENANTS BINDING

1. **Covenants Binding.** The Covenants shall be binding on all Lot Owners within Edgewater Subdivision or Edgewater Subdivision, Phase II and shall run with the land and shall be enforceable against the Owner(s) of the Lot or the Lot as may be applicable. These Covenants shall be binding as herein set forth for a period of thirty (30) years after which they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of at least two-thirds (2/3) of the Lots in the Subdivision agree in writing to change the Covenants in whole, in part, or to terminate them.
2. **Invalidation of Provision.** Invalidation of any provision of these Covenants by a court shall not affect any other provision or Covenants, which shall remain in full force and effect.

ARTICLE IX AMENDING COVENANTS

1. **Amendment of Covenants.** The Covenants may be supplemented or amended by a written instrument executed by the Owners of two-thirds (2/3) of the Owners of Lots in the Subdivision. If the Covenants are amended, such amendment shall be filed with the records of Oconee County and a copy shall be provided to each Lot Owner within the Subdivision.

ARTICLE X NOTICES

1. **Notices.**

- a. All notices to the Association shall be mailed (Certified) to:

Edgewater Property Owners Association, Inc.
c/o Suzanne M. Walker, Treasurer
P.O. Box 414
Fair Play, SC 29643-0414
Telephone: (864) 972-1005

All communications required by these Covenants to be made to a Lot Owner may be delivered by hand to such owner in the same manner as service of process is made under the law and court rules of South Carolina. Notice shall be deemed to have been made if such communication is mailed by certified mail to the address given to the Association by the Lot Owner and in the absence of such record address then to the address shown on the Oconee County Tax Records at the time of the mailing and such notice mailed to or posted upon the Lot. If a certified mailing is returned or refused, such notice shall be sent by regular mail to the address shown by the Oconee County Tax Records and to the address of the Lot and such writing shall be posted on the applicable Lot. If there is no address in the Tax Records, notice to the Lot shall be given by mailing the notice to the address of the Lot and if the Lot is vacant, then such Notice shall be posted on the Lot. Such mailings and notices as set forth in this paragraph, when completed, shall be and shall constitute notice to the Lot Owner irrespective of whether the Lot Owner gets actual notice. All Notices shall be given not less than ten (10) nor more than forty-five (45) days before an action is required by the Lot Owner, except in the case of emergency situations where immediate notice is required.

ARTICLE XI
ARBITRATION

In the event of a dispute among Lot Owners, it shall be settled by Arbitration in accordance with the South Carolina Arbitration Act, except that one Arbitrator shall serve and shall be appointed by a Circuit Judge serving Oconee County. The Judge may select an arbitrator who is named on a majority of lists provided by the Co-Owners, but is not required to do so. Arbitration may be sought by any Owner who files a written request with the Court and provides to all other Co-owners a request in accordance with this provision stating the nature of the dispute.

Any person who brings an action against the Association, challenging any provision of these Restrictive Covenants or brings any action relating to Edgewater Subdivision or Edgewater Subdivision, Phase II shall pay all costs of such action, including attorney's fees, if such action is not successful.

IN WITNESS WHEREOF, we have set our hands and Seal on this 7 day of June, 2006.

Executed on behalf of a majority of the Lot Owners in Edgewater Subdivision and Edgewater Subdivision, Phase II whose signatures follow on Pages 11, 12 and 13 and attachments following

William H. Mills
William H. Mills, President
Edgewater Property Owners Association, Inc.

In the presence of
[Signature]
[Signature]

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2006 JUN -1 P 2-51

STATE OF SOUTH CAROLINA
PROBATE
COUNTY OF OCONEE

Personally appeared before me the undersigned and made oath that (s)he saw the within named William H. Mills sign, seal, and as his/her act and deed, deliver the within written Amended Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
7 Day of June, 2006

Kara S. Adams (L.S.)
Notary Public of SC
My commission expires 4/3/2012



to

ACKNOWLEDGEMENT

STATE OF: South Carolina
COUNTY OF: Clarendon

I, Alison C Carter, a Notary Public for the State of ~~South Carolina~~, do hereby certify that William H Miller (grantor/mortgagor) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7th day of June, 2006.

Alison C Carter
Notary Public
State of South Carolina

My commission expires:

MY COMMISSION EXPIRES AUG. 27, 2011

(SEAL)

10 A