

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN) RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that Water's Edge of Aiken, A S. C. Limited Partnership, as the developer of residential lots in Water's Edge Subdivision hereby declares that all persons, their heirs or assigns, who shall purchase or acquire lots in Water's Edge Subdivision shall be bound by the Restrictive Covenants herein enumerated, it being understood that said Covenants and Restrictions shall run with the land and shall be binding on all persons claiming any interest in any property as detailed on a plat thereof entitled Water's Edge Subdivision prepared for Water's Edge under date of December 27, 1990, revised April 30, 1991, recorded on May 13, 1991 at 1215 hours in Plat Book 25 Page 66, Records of Aiken County.

ONE: These covenants and restrictions are to run with the land and are to be binding for a period of thirty (30) years from the date hereof at which time they shall be automatically extended for subsequent period of ten (10) years unless, by a vote of a majority of the then owners of the lots, it is agreed to change said covenants and restrictions in whole or in part. It being understood that the property owner shall have one vote for each lot owned by said property owner.

TWO: Upon violation of any covenant or restrictions or upon the attempted violation, it shall be lawful for any person or

persons, firm or corporation owning any lot in said subdivision to prosecute any proceedings at law or in equity against said violator either to prevent him from doing so or to recover damages or other dues for violation.

THREE: Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other covenants, restrictions or provisions which shall remain in full force and effect.

FOUR: No lot shall be used except for residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling of not more than three (3) stories in height and other buildings strictly incident to residential use.

FIVE: No building shall be located on any lot nearer than thirty (30) feet from the front lot line; and structures on all lots shall not be nearer than twenty (20) feet to any side lot line except with the written approval of Water's Edge of Aiken, A S. C. Limited Partnership.

A gazebo or deck may be constructed if it doesn't extend more than five (5) feet over rear property line, (highwater line) and the design and type of materials are approved by the Homeowner's Association.

SIX: Any satellite reception disk or device, above-ground swimming pool, camper, recreational vehicles and commercial vehicles or outdoor clothes lines shall be screened from view

of adjoining tracts, the streets and the Common Areas by means of landscaping or attractive screening material.

SEVEN: None of said lots shall be subdivided into smaller lots except that any lot may be subdivided into two portions which portions shall be conveyed to, and owned by, the respective owners of the two adjoining lots on each side thereof so as to become parts thereof; provided, however, that only one private single family dwelling with permissible buildings may be erected on the whole of the property thus combined into one lot.

EIGHT: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

NINE: No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

TEN: No dwelling house shall be permitted on any lot in this tract, the ground floor area of which structure is less than Two Thousand (2,000.00) square feet for a single story residence or One Thousand Eight Hundred (1,800) square feet for a one and one-half story residence or One Thousand (1000) square feet for a two (2) story residence or seven hundred (700) square feet for a three story residence.

ELEVEN: Easements for drainage and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, over the front ten feet of each lot and for five feet along side lot lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

TWELVE: No fence shall be constructed any closer than five feet to the rear lot line.

THIRTEEN: Sewage disposal systems and surface drainage system shall be constructed and maintained in accordance with the requirements of Aiken County and the State of South Carolina Board of Health and operated pursuant to regulations of the South Carolina Public Service Authority.

FOURTEEN: No stagnant water, stale garbage, or any other unsanitary or unhealthy condition conducive to the breeding of mosquitoes or flies or otherwise prejudicial to health, on any lot hereby conveyed shall be permitted by the owner of such lot.

FIFTEEN: No animal, except house pets, shall be kept or maintained on any lot hereafter conveyed except on lots 14 and 15 where a maximum of two horses per lot may be kept.

SIXTEEN: The developer, Water's Edge of Aiken, A S. C. Limited Partnership, specifically reserves the right to require that plans and specifications of any proposed residential dwelling together with any plans of outbuildings, be submitted for approval to Water's Edge of Aiken, A South Carolina Limited Partnership, or a committee consisting of three persons appointed by Water's Edge of Aiken, A S. C. Limited Partnership. Failure of the said Water's Edge of Aiken, A S. C. Limited Partnership or the said committee to act on any such plans and specifications thus submitted for a period of thirty (30) days shall constitute automatic approval of the same.

SEVENTEEN: That on the purchase of a lot in this Subdivision, the purchaser shall automatically become a member of the Homeowners Association, which Association shall own and be responsible for the upkeep of the area designated on subject plat as common area, the pond known as Wilson Pond, dam for pond and the inflow and outflow systems. That said lot owner shall likewise have the right and privilege of the use of said common area as long as he retains the property in this Subdivision.

EIGHTEEN: No motor powered craft is allowed on the pond with the exception of an electric motor.

NINETEEN: These restrictive covenants shall apply only to those lots shown on the plat referred to in the preamble of these restrictions and shall not be construed as affecting any other property owned by Water's Edge of Aiken, A Limited Partnership except such other property as may be made subject to these restrictive covenants by separate writing. These restrictive covenants may be amended at any time in whole or in part by the written consent of a majority of the then owners of the lots above referred to.

TWENTY: That the developers of Water's Edge Subdivision have committed to the City of Aiken that if and when the property is available to be annexed into the City of Aiken, it is agreeable with the developers for said property to be annexed.

TWENTY-ONE: That the twenty-four (24) owners own the 7.88 acre lake jointly and equally through the homeowner's Association.

IN WITNESS WHEREOF, Water's Edge of Aiken, A South Carolina Limited Partnership, has hereunto set its hand and seal by Lonnie A. Garvin, Jr., General Partner, this 11th day of June, 1991.

WATER'S EDGE OF AIKEN,
A Limited Partnership.

By: Lonnie A. Garvin, Jr.

WITNESSES:

Bronck, R. De Rose

Betty Q. Burch

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

Personally appeared before me the undersigned witness, who, on oath, says that he/she saw the within named Water's Edge of Aiken, A S. C. Limited Partnership, by Lonnie A. Garvin, General Partner, sign the within Restrictive Covenants and as its act and deed, deliver the same, and that he/she with the other subscribing witness thereto witnessed the execution thereof.

Bruce R. Busch

SWORN to before me this
11th day of June, 1991.

Brenda K. De Boer

Notary Public for South Carolina

My Commission expires 5/21/92

RIVER BLUFF REALTY, INC.

By: Edward F. Girardeau
Its President

Edward F. Girardeau
Edward F. Girardeau

PERKINS CONSTRUCTION COMPANY, INC.

By: Tim E. Perkins
Its President

Tim E. Perkins
Phyllis C. Jomphell

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

Personally appeared before me the undersigned witness, who,
on oath, says that he/she saw the within named River Bluff Realty,
Inc. by Edward F. Girardeau, President sign the within Restrictive
Covenants and as its act and deed, deliver the same, and that he/she
with the other subscribing witness thereto witnessed the execution
thereof.

Tim E. Perkins

SWORN to before me this
13th day of JUNE, 1991.

Phyllis C. Jomphell
Notary Public for South Carolina
My Commission expires 8/24/98

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

Personally appeared before me the undersigned witness, who,
on oath, says that he/she saw the within named Perkins Construction
Co., Inc. by Tim Perkins, President sign the within Restrictive
Covenants and as its act and deed, deliver the same, and that he/she
with the other subscribing witness thereto witnessed the execution
thereof.

Erin Davis J.

SWORN to before me this
13th day of JUNE, 1991.

Phyllis L. Campbell
Notary Public for South Carolina
My Commission expires 8/24/98

RETURNED TO:
937 - aiken

RECORDED 6-13-91 at 1445
Peggy J. Whitson lia
REC'D AIKEN COUNTY

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

)
) AMENDMENT TO RESTRICTIVE
) COVENANTS OF WATER'S EDGE
) OF AIKEN

WHEREAS, by instrument dated June 11, 1991 and recorded in Misc. Book 599 at page 302, records of Aiken County, SC, Water's Edge of Aiken, a Limited Partnership, by Lonnie A. Garvin, Jr. as General Partner, River Bluff Realty, Inc. by Edward F. Girardeau as President; and Perkins Construction Co., Inc. by Tim Perkins, as President; and

WHEREAS, it is the desire of the within named owners to amend Paragraph Twelve of the Restrictive Covenants;

NOW, THEREFORE, the above-referenced Restrictive Covenants shall be amended so that Paragraph Twelve shall read as follows:

"No fence shall be constructed and maintained on that portion of any lot between the residence and the front lot line except a fence not over twenty-four (24) inches in height. On Lot 1 and Lot 24, a fence parallel with Richardson Lake Road is permissible if it doesn't exceed 36" in height. No fence shall be constructed any closer than five feet to the rear lot line."

Said Restrictive Covenants shall otherwise remain in full force and effect.

DONE at Aiken, South Carolina this 13th day of NOVEMBER, 1991.

WITNESSES:

Virginia M. Anderson
Phyllis E. Campbell

WATER'S EDGE OF AIKEN,
 A LIMITED PARTNERSHIP

By: *Lonnie A. Garvin, Jr.*
 General Partner

WITNESSES:

RIVER BLUFF REALTY, INC.

Virginia M. Finard
Phyllis L. Campbell

By: Edward F. Girardeau
 Its President

WITNESSES:

PERKINS CONSTRUCTION COMPANY, INC.

Virginia M. Finard
Phyllis L. Campbell

By: Tim L. Perkins
 Its President

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

Personally appeared before me the undersigned witness, who upon being duly sworn, says that he saw the within Water's Edge of Aiken, a Limited Partnership, by Lonnie A. Garvin, Jr. as General Partner, River Bluff Realty, Inc. by Edward F. Girardeau as President; and Perkins Construction Co., Inc. by Tim Perkins as President sign, seal and deliver the within written Amendment to Restrictive Covenants of Water's Edge of Aiken for the uses and purposes therein stated, and that he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
13th day of November, 1991.

Phyllis L. Campbell
 Notary Public for South Carolina
 My Commission expires 8/24/98

RETURNED TO: 29 V.

RECORDED 11-14-91 at 1350
V. M. Finard
 R.M.C. AIKEN COUNTY

WATER'S EDGE SUBDIVISION DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WATERS EDGE OF AIKEN, A SOUTH CAROLINA LIMITED PARTNERSHIP, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Aiken, State of South Carolina, which is more particularly described as:

ALL of that certain piece, parcel or tract of land, situate, lying and being South of the City of Aiken, in Aiken County, South Carolina designated as Water's Edge, more or less, as shown on a plat made by Hass & Hilderbrand, Inc., dated December 27, 1990, revised April 30, 1991, recorded September 17, 1990, in Plat Book 25, Page 66, Records of Aiken County.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the Restrictive Covenants imposed thereon by an instrument in writing dated June 11, 1991, and recorded in Vol. 615, Page 113, records of Aiken County, with amendments thereto, and those covenants, conditions and restrictions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the 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. "Association" shall mean and refer to WATERS EDGE HOMEOWNERS ASSOCIATION, INC., a corporation organized to manage and control the common area created out of the development of the above property.

Section 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinabove described, and such additions
Return to Morris Rudnick

thereto as may hereafter be brought within the jurisdiction of the Association, subject, however, to provisions of Article V, Section 4.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the properties with the exception of the common area.

Section 5. "Common Area" shall mean all real property under the control of the Association for the common use and enjoyment of the owners.

Section 6. "Declarant" shall mean the owner of the property which is presently Waters Edge of Aiken, a South Carolina Limited Partnership.

ARTICLE II PROPERTY RIGHTS

Section 1. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Declarant or its successor, the Association, to dedicate or transfer any part of the common area required for the installation of utilities.

Section 2. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. A valid easement does and shall continue to exist as to, upon and in favor of, each lot for the purpose of installation, maintenance, repair and replacement of sewer, water, power, TV cable and telephone lines, pipes, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary to the proper functioning of any utilities.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. Any property owner that owns more than one lot shall be assessed fees at the rate of a property owner owning one lot. The vote for such lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B member shall be the Declarant and shall be entitled to two votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events:

(a) When over fifty (50%) percent of the lots have been fully developed, sold and occupied by its owner.

(b) At any time that Declarant should decide to convert Class B membership into Class A membership.

ARTICLE IV

CONVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of any lot of acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association annual assessments of charges for the upkeep and maintenance of the common ground. The annual assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each delinquent assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of maintaining the common ground.

Section 3. Annual Assessments shall be fixed immediately following the conveyance of the first lot to an owner. No property owner shall pay dues until the owner builds a home on the lot. The owner shall have no pond or other privileges until the owner becomes a dues paying member of the association. In the event an Owner owns more than one lot, the owner shall only

be responsible for dues on the lot or lots where a home is situated.

(a) The Board of Directors of the Association shall fix the annual assessment at an amount necessary to maintain the common area.

(b) The per lot assessment shall not apply to Declarant's unsold, undeveloped lots. However, Declarant will contribute monthly to the costs of maintaining the common ground until sufficient lots are sold and developed to carry said costs.

Section 4. After the Directors have fixed the annual assessment against the lot owners, the same shall not be increased without notice of the intention to so increase the assessment is mailed to each owner at least thirty (30) days prior to the meeting, at which said meeting, increase shall be considered. At the first such meeting called, the presence of members or of proxies entitled to sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. The annual assessments provided herein shall commence as to all lots on the first day of the month following the purchase and conveyance of said lot to the Owner. All payments are due by January 15th of each year and are payable in advance sixty (60) days after occupying a home, the Owner will be billed for a prorata share of the assessment for the current year. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 6. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of Eight (8%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability from the assessments provided for herein by non-use of the common area or abandonment

of his Lot.

Section 7. The Lien of Assessment provided for herein shall be subordinate to the lien of the first mortgage. Sale or transfer of any lot shall not effect the assessment lien; however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. The Homeowners Association will maintain all common areas, streets, drainage, and utilities. Woodlake Subdivision residents shall contribute toward road and street light maintenance according to the restrictions filed for Woodlake Subdivision.

ARTICLE V GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and common grounds may be added to the properties covered by this

instrument if the developer so desires, provided, however, that no additional property shall be added until improvements thereon have been completed and such properties are subject to assessment similar to the other properties in the Association.

EXECUTED at Aiken, South Carolina, this 16th day of June, 1992.

WITNESSES:

J. D. Smith

M. Rudnick
Morris Rudnick

Phyllis Craig
Morris Rudnick

Property owners of Water's Edge:

WATERS EDGE OF AIKEN, A LIMITED SOUTH CAROLINA PARTNERSHIP

BY: Edward T. Girardeau

PERKINS CONSTRUCTION AND REAL ESTATE, INC.,

BY: Tim L. Perkins
PRESIDENT

RIVER BLUFF REALTY, INC.

By: Edward T. Girardeau
Edward T. Girardeau
President

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me Virginia C. Smith and made oath that she saw the within named Water's Edge of Aiken, and Perkins Construction and Real Estate, Inc., sign, seal and as its act and deed deliver the within written Water's Edge Subdivision Declaration of Covenants, Conditions and Restrictions and that she with Morris Rudnick witnessed the execution thereof.

Virginia A. Smith

SWORN to before me this 6th
day of June, 1992

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 5-22-96

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness, and made oath that s/he saw the within named River Bluff Realty, Inc. by Edward T. Girardeau, President, sign, seal, and as its act and deed, deliver the within written Water's Edge Subdivision Declaration of Covenants, Conditions and Restrictions, and that s/he with the other subscribing witness, witnessed the execution thereof.

SWORN TO before me this 14th
day of June, 1992.

[Signature]
Notary Public of SC
My commission expires: 1-12-96

[Signature]
Morris Rudnick

RECORDED B B N

424192at 445
Peggy J. Whitener

STATE OF SOUTH CAROLINA)	AMENDMENT TO RESTRICTIVE
)	COVENANTS OF WATER'S EDGE
COUNTY OF AIKEN)	SUBDIVISION

WHEREAS, by instrument dated June 11, 1991, recorded June 13, 1991, in Miscellaneous Book 615 at page 113, and amended in Misc. Book 631, page 200, records of Aiken County, South Carolina certain Restrictive Covenants were imposed on Water's Edge Subdivision, and

WHEREAS, pursuant to Paragraph Nineteen of the Restrictive Covenants, with the written consent of a majority of the Water's Edge Subdivision lot owners, the Restrictive Covenants may be amended in whole or in part, and

WHEREAS, the undersigned represent a majority of the lot owners, and

WHEREAS, it is the desire of the within named lot owners to amend Paragraph FIVE and Paragraph Seven of the Restrictive Covenants;

NOW, THEREFORE, the above-referenced Restrictive Covenants shall be amended as follows:

Paragraph FIVE shall read as follows:

"No building shall be located on any lot nearer that thirty (30) feet from the front lot line; and structures on all lot shall not be nearer than ten (10) feet to any side lot line except with the written approval of Water's Edge of Aiken, a S.C. Limited Partnership."

Paragraph Seven shall read as follows:

"None of said lots shall be subdivided into smaller lots except that any lot may be subdivided into two portions which portions shall be conveyed to, and owned by, the respective owners of the of the two adjoining lots on each side thereof so as to become parts thereof; provided, however, that only one private single family dwelling with permissible buildings may be erected on the whole of the property thus combined into one lot. However, lot lines may be moved in order to avoid encroachments along the side drainage & utility easements."

Said Restrictive Covenants shall otherwise remain in full force and effect.

Done at Aiken, South Carolina this 31st day of January, 1994.

Witness:

Kelen L. Girardeau
jr

Water's Edge of Aiken,
a S. C. Limited Partnership

By: Edward F. Girardeau
Edward F. Girardeau, owner of
15 lots out of 24.

State of South Carolina)
County of Aiken) Probate

Personally appeared before me the undersigned witness, who on oath, says that he/she saw the within named Water's Edge of Aiken, a S. C. Limited Partnership, by Edward F. Girardeau, General Partner, sign the within amendment to Restrictive Covenants and as its act and deed, deliver the same, and that he/she with the other subscribing witness thereto witnessed the execution thereof.

Kelen L. Girardeau

Sworn to before me this

31st day of January, 1994.

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: 5-22-96

NOTARY
PUBLIC

RECORDED 2-1-99@1335
Peggy J. Whitman
Aiken County

RETURNED TO:

Rudnick, + Rudnick, attys

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)

AMENDMENT TO RESTRICTIVE
 COVENANTS OF WATER'S EDGE
 SUBDIVISION

WHEREAS, by instrument dated June 11, 1991, recorded June 13, 1991, in Misc. Book 615 at page 113, and amended in Misc. Book 631 at page 200, and amended in Misc. Book 738 at page 140, records of Aiken County, South Carolina, certain Restrictive Covenants were imposed on Water's Edge Subdivision; and

WHEREAS, pursuant to Paragraph Nineteen (19) of the Restrictive Covenants, with the written consent of a majority of the Water's Edge Subdivision lot owners, the Restrictive Covenants may be amended in whole or in part; and

WHEREAS, the undersigned represent a majority of the lot owners; and

WHEREAS, it is the desire of the within named lot owners to add two (2) additional paragraphs to the Restrictive Covenants, which are as follows:

Paragraph Twenty-two: No lot owner shall pump water out of the pond for any use whatsoever.

Paragraph Twenty-three: No tree measuring approximately eight (8") inches in diameter at DBH (4') shall be cut down without the written approval of Water's Edge of Aiken, a S. C. Limited Partnership; provided, however, if the tree is in the path of the construction of a home, driveway, gazebo, deck or any permanent improvement it may be acceptable to remove the tree.

Said Restrictive Covenants shall otherwise remain in full force and effect.

Done at Aiken, South Carolina, this 6th day of July, 1994.

WITNESS:

Nancy M. Starks

John L. Crawford

WATER'S EDGE OF AIKEN,
 A S. C. Limited Partnership
 Owner of 14 of 24 lots

Lonnie A. Garvin, Jr.
 General Partner

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

PERSONALLY appeared before me Nancy M. Starks
and made oath that s/he saw the within named Water's Edge of
Aiken, A S. C. Limited Partnership, sign, seal and as its act
and deed deliver the within Adendment to Restrictive Covenants of
Water's Edge Subdivision and that s/he with
Helen L. Oswald witnessed the execution thereof.

Nancy M. Starks

SWORN to before me this 6th
day of July, 1994.

Helen L. Oswald
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 5/31/2000

RETURNED TO:

R&R

RECORDED 7-7-94 @ 0900 hrs.
Peggy J. Whitman
R. MC AIKEN COUNTY