

For Amendment to Declaration of Protective Covenants of Plat Con Noe Vol 529 Pg 42

DRW.

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Recorded this 12 day of June  
A. D., 1986 in Vol. 457  
Page 193 and Certified:

FILED FOR RECORD  
OCONEE COUNTY  
S.C.

JUN 12 11 2 - AM '86

Gallie C. Smith  
C.C.O.P.G.S.

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )  
DECLARATION OF PROTECTIVE COVENANTS  
AND ARCHITECTURAL CONTROLS FOR LORAN  
POINTE LOTS NUMBERS 1-11, 19-21 AND  
26-53, INCLUSIVE

This Declaration is made and published on the 12 day of June, 1986, by ASSOCIATED TECHNICAL TRAINING SERVICES, INC., A Corporation organized under the Laws of the State of South Carolina.

**RECITALS:**

WHEREAS, Associated Technical Training Services, Inc. is the owner and developer of certain real property located in Oconee County, South Carolina, known as LORAN POINTE, containing Lots One through Eleven, inclusive, Lots Nineteen through Twenty One, inclusive, and Lots Twenty Six through Fifty Three, inclusive, as shown and more fully described on a plat thereof by Michael L. Henderson, Registered Land Surveyor, of Cornerstone of Seneca, Inc., recorded in Plat Book P-51, page 133, records of Oconee County, South Carolina; and

WHEREAS, Associated Technical Training Services, Inc., intends to sell and convey the aforementioned lots 1-11, inclusive, Lots 19-21, inclusive, and Lots 26-53, inclusive, situated within Loran Pointe hereinafter called "THE DEVELOPMENT" and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of all of the lots and parcels in the Development and the owners and future owners thereof;

ASSOCIATED TECHNICAL TRAINING SERVICES, INC. DECLARES THAT LOTS 12 THROUGH 18, INCLUSIVE, AND LOTS 22 THROUGH 25, INCLUSIVE, ARE SPECIFICALLY EXCLUDED FROM THIS DECLARATION OF PROTECTIVE COVENANTS AND ARCHITECTURAL CONTROLS FOR LORAN POINTE. ASSOCIATED TECHNICAL TRAINING SERVICES, INC., AT ITS SOLE OPTION, SPECIFICALLY RESERVES THE RIGHT TO PUT LOTS 12 THROUGH 18, INCLUSIVE, AND LOTS 22 THROUGH 25, INCLUSIVE, OR ANY COMBINATION THEREOF TO SUCH USAGE AS IT SHALL DEEM BEST, INCLUDING, BUT NOT RESTRICTED TO, MULTI-FAMILY AND RECREATIONAL USE.

**NOW THEREFORE:**

ASSOCIATED TECHNICAL TRAINING SERVICES, INC., declares that the aforementioned Lots in the Development being Lots 1-11, inclusive, Lots 19-21, inclusive, and Lots 26-53, inclusive, as

14.00/700  
500 plat

LAW OFFICES DENRICK, RITTER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, SENECA, SOUTH CAROLINA 29680

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shown in Plat Book P-51, page 133, records of Oconee County, South Carolina, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration, all of which are declared and agreed to be in the furtherance of a plan for the development, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots in favor of each and all other lots; to create reciprocal rights between the respective owners of all such lots and parcels, to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns, and to operate as covenants running with the land for the benefit of each and all such lots in the Development and their respective owners, present and future.

LAW OFFICES DOBBIK, RITTER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, BEHECA, SOUTH CAROLINA 29301

1. DEFINITIONS:

The following terms as used in this Declaration are defined as follows:

- A. Committee means the architectural control committee;
- B. Declarant means Associated Technical Training Services, Inc., its successors and assigns;
- C. Declaration means this Declaration of Protective Covenants for Loran Pointe, dated of even date, as the same may be supplemented and amended from time to time;
- D. Development means Loran Pointe as the same may be shown on the aforementioned plat or additional plats which may be incorporated into the scheme of development by appropriate amendments at the sole option of the Declarant.
- E. Improvement means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennae and any other structure of any other type or kind;
- F. Lot means Lots 1 through 11, inclusive; Lots 19 through 21, inclusive, and Lots 26 through 33, inclusive, but specifically excludes Lots 12 through 18, inclusive, and Lots 22

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through 25, inclusive, which are specifically excluded from this Declaration of Protective Covenants and Controls.

G. Owner means (1) any person, corporation or legal entity other than Associated Technical Training Services, Inc., who holds fee simple title to any lot or parcel; or (2) any person, corporation or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement, in which case seller under said agreement shall cease to be the owner while said agreement is in effect.

H. Plat means the plat of Loran Pointe as heretofore referred to or any amendments thereto.

I. Single-family dwelling means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption or a group of not more than three adult persons not so related, together with his or their domestic servants maintaining a common household in such dwelling.

2. LAND USE:

No lot may be used except for residential purposes and only one single-family residence shall be erected, altered, placed or permitted on any lot. Outbuildings and swimming pools may be permitted by submitting plans and specifications to the Committee for approval. All accessory buildings shall contain at least 200 square of area. Only single-family residential dwellings and such outbuildings as are usually accessory thereto shall be permitted on any lot. No mobile homes, house trailer or any temporary structure shall be placed on any lot, either temporarily or permanently. No lot shall be used for repair work on automobiles or other vehicles whether performed by the owner or independent parties. All boats and equipment used in connection therewith such as trailers, and all vehicles other than automobiles, shall be kept under a suitable cover, such as an attached or unattached garage. Said cover to be approved by the Committee.

3. QUALITY AND SIZE:

All dwellings shall be constructed with the use of high quality materials and workmanship to insure that no dwelling will present an unsightly appearance, and all dwellings shall have minimum ground floor area of the main structure, exclusive of roofed or unroofed porches, terraces, garages, basements, of not

LAW OFFICES DORRICK, RITZER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, DENVER, SOUTH CAROLINA 29003

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less than sixteen hundred (1600) square feet for a one-story dwelling. All dwellings of more than one story shall have a minimum of at least twelve hundred (1200) square feet of fully enclosed heated floor area, exclusive of roofed or unroofed porches, terraces, basements or garages, on the ground-floor area. Dwellings with lofts shall be considered a one-story dwelling; however, the loft area shall not be considered when determining the square footage requirements. Each dwelling shall have accommodations for at least two (2) cars, with said garage or carport area, either attached or unattached, to have at least four hundred (400) square feet of area and no building shall exceed three (3) stories in height. PROVIDED, HOWEVER, the COMMITTEE may grant a variance as to the aforementioned requirement upon proper application of the lot owner to the COMMITTEE.

LAW OFFICES DERRICK, RITTER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, BERENCA, SOUTH CAROLINA 29505

4. BUILDING LOCATION:

No part of any building (including eaves, steps and open porches which shall be considered a part of the building) shall be located on any lot until written approval of a site plan showing the exact location of the building or improvements is submitted to and approved by the COMMITTEE. Anyone who purchases two contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said dwelling on the common lot line of the two contiguous lots.

5. RESIDENTIAL RESTRICTIONS:

The following shall be applicable to Lots Numbers 1 through 11, inclusive; 19 through 21, inclusive; and 26 through 53, inclusive, within Loran Pointe as shown on aforementioned plat of said Development, and each owner, as to his lot, covenants to observe and perform the same.

A. Accessory Outbuildings: Without the approval of the Committee, no accessory outbuildings shall be erected on any lot or parcel prior to the erection thereon of a dwelling. In no event shall any such accessory outbuilding, partially completed or temporary structure, ever be used for human occupancy or habitation.

B. Completion of Construction: Construction of any improvements, once commenced, shall be completed within twelve (12) months. Improvements not so completed or upon which construction has ceased for ninety consecutive days or which have been partially or totally destroyed and not rebuilt within twelve

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(12) months, shall be deemed nuisances. Declarant may remove any such nuisance or repair or complete the same at the cost of the Owner.

C. Prohibition Against Used Structures: Without the approval of the Committee, no used buildings or structures, intended for use as a dwelling, shall be placed on any lot.

D. 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, Declarant shall have the right, through its agents and employees, to do so, the cost of which shall be added to and become a lien upon said lot and shall be enforceable by Declarant. Neither the Developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.

E. Disposal of Sanitary Waste: No outside toilet shall be constructed on any lot or parcel. Sewage disposal shall be by connection to the public sewage system in compliance with the requirements and specifications of the South Carolina State Board of Health and the City of Seneca. PROVIDED, HOWEVER, if sewer service is not available, a septic tank and drain field may be placed on a lot complying with the requirements of the South Carolina State Board of Health. All lot owners agree to connect any sewage disposal system to the City of Seneca sewage system when it becomes available to their respective lots.

F. Fences: All property lines shall be kept free and open, and no fences, hedges or walls shall be permitted thereon without Committee approval. Any fences, hedges or walls to be erected on any portion of the property must have Committee approval.

G. Nuisances: No noxious or offensive activities or nuisances shall be permitted on any lot or parcel.

H. Signs: No person, except the Declarant, shall erect or maintain upon any lot or parcel or improvement any sign or advertisement, unless prior approval is obtained from the Committee; provided, however, one "for sale" sign per lot, not exceeding five (5) square feet, may be placed on a lot by the owner thereof.

LAW OFFICES OF BRUCE, RITTER & WILLIAMS, P.A., 107 NORTH FAYBOUR STREET, SENECA, SOUTH CAROLINA 29687

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I. Animals: No animals shall be kept or maintained on any lot or parcel except the usual household pets which shall be kept reasonably confined so as not to become a nuisance. No commercial breeding of animals on the premises shall be allowed.

J. Garbage and Refuse Disposal: No owner shall burn trash, garbage or other refuse without a permit from the Committee, nor shall any Owner accumulate on his lot junked vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.

K. Concealment of Fuel Storage Tanks and Trash Receptacles: Fuel storage tanks on any lot or parcel shall be either buried below the surface of the ground or screened to the satisfaction of the Committee. Every receptacle for ashes, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street within the Development, or from Lake Keowee, except at times when refuse collections are made.

L. Restrictions on Temporary Structures: No travel trailer or tent shall be placed or erected on any lot or parcel, nor shall any overnight camping be permitted on any lot or parcel until after the construction of a dwelling thereon. At no time shall a mobile home be placed on a lot or parcel.

M. Removal of Trees: No tree over eight inches in diameter may be removed from any lot or parcel without the prior written consent by the Committee.

N. Limited Access: There shall be no access to any lot or parcel on the perimeter of the Development except from designated streets or roads within the Development.

O. Resubdivision of Lots: No lot shall be further subdivided or its boundary lines changed, except with the written consent of the Committee; however, the Developer and Declarant herein hereby expressly reserves unto itself, its successors and assigns, the right to replat any one or more lots shown on the plat of said subdivision.

P. Drilling and Mining: No drilling, refining, quarrying or mining operations of any kind shall be permitted on any lot.

LAW OFFICES DENRICK, BUTTS & WILLIAMS, P.A., 107 NORTH PARLEY STREET, BEREA, SOUTH CAROLINA 29309

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Q. Outside Antennae: No outside radio and television antennae or receiving equipment, including satellite dishes, may be installed on any lot, unless permission for the same has been granted by the COMMITTEE.

R. Adequate offstreet parking shall be provided by the owners of said lots for the parking of automobiles owned by such owners, and such owners agree not to park their automobiles on adjacent roads or streets as a matter of course. Boats, campers, recreational vehicles, school buses and trucks shall not be parked regularly on said lots without the approval of the Committee.

6. EASEMENTS:

There is a floodage easement in favor of Crescent Land and Timber Company and/or Duke Power Company to an elevation of 810 feet mean sea level, USGS datum, on all lots adjoining Lake Keowee (Duke Power Company).

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats for use by Declarant, utility companies and public agencies in connection with this development including any portion of the property described herein. A twenty foot drainage and utility easement is reserved by Declarant along all property lines, including lot lines, for the installation and maintenance of utilities and as access to other properties as may be required. Within these easements no structures, planting or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which obstruct or retard the flow of water through the drainage channels and the easements. In addition, the lots shall be subject to a non-exclusive easement in favor of Declarant for construction of improvements on the properties. Declarant reserves the right to enter upon the twenty foot utility easement including a twenty foot easement along the water front of any waterfront lot for the purpose of cutting weeds, brush, correcting drainage or for any other reasonable purpose. Declarant reserves the right to enter any sewer utility easement for the purpose of planting, restoration of property, removing weeds or brush or any other reasonable purpose to preserve the beauty of the subdivision.

Every lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen

LAW OFFICES GEORGE, BITTNER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, GEORGETOWN, SOUTH CAROLINA 29502

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(18) months following conveyance of said lot to its original owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the effected lot or lots as near the original condition as practicable.

No owner shall have any claim or cause of action against Declarant or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the plat except in cases of willful or wanton misconduct.

7. ARCHITECTURAL CONTROL COMMITTEE:

(A) General Powers: All improvements constructed or placed on any lot in Loran Pointe must first have the written approval of the committee. Such approval shall be granted only after written application has been made to the committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans of specifications, shall show the location of all improvements, if any, existing upon said lot and the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping and any other information which the committee may require, including soil, engineering and geologic reports and recommendations.

(B) Committee Membership: The Committee shall be composed of three members to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant; provided, however, that after a majority of the lots in this Subdivision have been sold, the Declarant, at its sole option, may allow the then-owners thereof, between themselves, to elect the Architectural Control Committee, and that such Committee shall then consist of at least three persons who are property owners in the Subdivision. After election of the three persons to the Committee as heretofore stated by the property owners, in the event of the death or resignation of any member, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority; provided, further, it shall be the duty of the then-property owners, within ninety (90) days of such resignation or death, to elect a replacement of the deceased or resigned member.

(C) Grounds for Disapproval: The Committee may disapprove any application:

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(1) If such application does not comply with this Declaration;

(2) Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvements on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or

(3) If, in the judgment of a majority of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other lots or parcels.

(D) RULES AND REGULATIONS: The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc.

(E) VARIANCE: The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots or parcels.

(F) CERTIFICATION OF COMPLIANCE: At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor or engineer that such improvement does not violate any setback, ordinance or statute, nor encroach upon any easement or right-of-way of record, nor violate any other provision of these Restrictions.

(G) LIABILITY: Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, the Declarant, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifica-

LAW OFFICES DEBRICK, RITTER & WILLIAMS, P.A. 107 NORTH FARMWAY STREET, WHEECHEE, SOUTH CAROLINA 29383

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tions shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

(H) APPEALS: Any applicant shall have the right to appeal to the Declarant from any decision of the Committee within thirty days after the entry of such decisions.

(I) FAILURE TO APPROVE OR DISAPPROVE: In the event the Architectural Control Committee fails to approve or disapprove any matters within the scope of its authority within thirty days after same have been submitted to it, or, in any event, if no suit to enjoin such matter or thing has been commenced prior to completion of the doing of such matter or thing, such prior approval shall not be required and this covenant shall be deemed to have been fully complied with and no suit or claim shall thereafter be available to the Architectural Control Committee to the owner of any lot or the Declarant.

(J) MISCELLANEOUS: Change in exterior, including color, materials, alterations, additions, etc., must have prior approval of the Committee. The Committee also reserves the right to require owners of homesites where construction is not taking place to reasonably maintain the appearance of said property on request. All houses and other structures, including driveways, which shall be hard paved of either concrete or asphalt and landscaping, must be completed within one year from the start of construction except where such completion is impossible and would result in great hardships to the owner or builders due to strikes, fires, national emergency or natural calamities.

9. DOCKS:

No dock shall be permitted to be used in connection with any of the property unless its construction and location shall be approved in writing by the Committee because it is the intent of the Committee for the docks used in connection with the property to be harmonious in appearance, one with the other, and to be of a size and shape so as not to interfere with the use of property within Loran Pointe. This provision shall be strictly adhered to for purposes of facilitating the building and use of docks by owners within the Subdivision. No radios or record players or other music or noise making machines may be used on any docks that can be heard on an adjoining dock within Loran Pointe.

10. RESERVED AREAS:

LAW OFFICES GERRICK, BUTLER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, SENeca, SOUTH CAROLINA 29576

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Declarant has and will retain ownership of certain lands within the Subdivision, including but not limited to the streets, roads and reserved areas shown thereon on the plats of said Subdivision. The Declarant will dedicate the streets and roads as shown on the subdivision plat to the appropriate governmental body after they have been paved to the City of Seneca specifications and prior to the dedication of the aforementioned streets to the City of Seneca or other appropriate governmental body, the Declarant grants to the owners and occupants of each lot an easement to travel along and upon said roads and streets.

11. PUBLIC ROADS:

All roads as shown on the aforementioned plat shall be paved to City of Seneca specifications. The Declarants specifically reserve the right to deed said roads and streets and the necessary right-of-way therefor to the City of Seneca and further give any and all rights-of-way for the furnishing of utilities to the said Subdivision and said roadways.

12. EROSION: The Declarant shall not be responsible for damages caused by erosion or washing or other actions of the waters of Lake Keowee, nor as to the water level of Lake Keowee or action by Duke Power Company or its successors or assigns.

13. ADJOINING PROPERTY: The Declarant, at its sole option, reserves the right to develop additional property, including but not limited to Lots 12 through 18, inclusive, and Lots 22 through 25, inclusive, which adjoin the lots which are covered by this Declaration, and specifically reserves the right to put such property to such usage as it shall deem best, including but not limited to, multi-family and recreational use.

14. REMEDIES:

(a) Enforcement: Declarant and each person for whose benefit this Declaration inures may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorneys fees.

(b) Cumulative Rights: Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude any aggrieved parties' resort to any other remedy at law or in equity.

LAW OFFICES DOBOSZICK, BRITTON & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, BERKEA, SOUTH CAROLINA 29005

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(c) No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or an occurrence of a different violation.

(d) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

15. GRANTEES' ACCEPTANCE:

Each Grantee or purchaser of any lot shall, by acceptance of a deed conveying title to, or the execution of a Contract for the purchase thereof, whether from Declarant or subsequent owner of such lot, accept such deed or contract upon and subject to each and all of the provisions of this Declaration under the jurisdiction, rights, powers, privileges and annuities of Declarant. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with Declarant and the Grantee or purchaser of each other lot, to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

16. CAPTIONS:

Paragraph captions of this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

17. TERM AND AMENDMENT:

The provisions of this Declaration shall affect and run with the land and shall exist and be binding on all parties claiming an interest in the Development of Loran Pointe until January 1, 2011, after which the same shall be extended for successive periods of ten years each. This Declaration may be amended by the affirmative vote of three-fourths of the owners of all lots in the Development entitled to vote and the recording of an Amendment to this Declaration duly executed by the requisite number of such owners required to effect such Amendment.

LAW OFFICES DERRICK, BITTNER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, BENECA, SOUTH CAROLINA 29809

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IN WITNESS WHEREOF, Declarant has executed this Declaration  
this 12 day of June, 1986.

Signed, Sealed & Delivered  
in the Presence Of:

ASSOCIATED TECHNICAL TRAINING  
SERVICES, INC. (SEAL)

Gerald H. Linneman  
Carl H. Merrin

BY: Gerald D. Schile  
Gerald D. Schile, President.

LAW OFFICES DERRICK, BITTER & WILLIAMS, P.A., 107 NORTH FAIRPLAY STREET, SENeca, SOUTH CAROLINA 29579

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF OCONEE                                 )

PROBATE

PERSONALLY APPEARED before me the undersigned witness and  
made oath that (s)he saw the within named Gerald D. Schile,  
President of Associated Technical Training Services, Inc., sign,  
seal and as its act and deed, deliver the within Declaration for  
the uses and purposes therein mentioned, and that (s)he with the  
other witness hereinabove subscribed, witnessed the execution  
thereof.

Gerald H. Linneman

Sworn to before me this  
12 day of June, 1986.

Carl H. Merrin (LS)  
Notary Public of South Carolina  
My commission expires on 1-17-89



WILLIAM F. DERRICK RICHARD L. RITTER JAMES L. WILLIAMS  
Attorneys at Law  
BENECIA, SOUTH CAROLINA 29576

DRW

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A. D., 19 87 in Vol. 490  
COUNTY OF OCONEE Page 329 2nd Certified:

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OCONEE COUNTY, S.C.

MAR 30 12 40 PM '87

CLERK OF COURT

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
AND ARCHITECTURAL CONTROLS FOR LORAN POINTE  
Lots Number 1-11; 19-21 and 28-53, inclusive  
Oconee County, S.C. C.C.O.P.G.S.

This Amendment is made this 27<sup>th</sup> day of March, 1987, by Associated Technical Training Services, Inc. ("DECLARANT");

WITNESSETH:

WHEREAS, Declarant has recorded on the 12th day of June, 1986, in the Office of the Clerk of Court of Oconee County, South Carolina, in Deed Book 457, page 193, a certain Declaration of Protective Covenants and Architectural Controls for LORAN POINTE, Lots Numbers 1-11; 19-21 and 28-53, inclusive, subjecting the Development to the provisions thereof pursuant to an incremental plan of development and improvement; and

WHEREAS, Paragraph 17 thereof entitled Term And Amendment provides that the aforementioned Declaration may be amended by the affirmative vote of three-fourths of lots in the Development entitled to vote; and

WHEREAS, Declarant is the owner of three-fourths of the lots in the Development and, therefore, has, under the provisions of Paragraph 17 as aforesaid, the right to amend said Declaration of Protective Covenants.

NOW THEREFORE:

Declarant does hereby amend the Declaration of Protective Covenants as heretofore referred to in the following respects:

1. Paragraph 6 entitled EASEMENTS, the second paragraph thereof, is hereby amended to read as follows: "Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats for use by Declarant, utility companies and public agencies in connection with this Development, including any portion of the property described herein. A 20-foot drainage and utility easement is reserved by Declarant along all front and rear lot lines and a 10-foot drainage and utility easement is reserved along all side lot lines, both of which easements are for the installation and maintenance of utilities and as access to other properties as may be required. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may interfere with the maintenance and installation of utilities, or which may change the direction of flow of drainage channels in the easements,

4-001722

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or which obstruct or retard the flow of water through the drainage channels and the easements. In addition, the lots shall be subject to a nonexclusive easement in favor of Declaration for construction of improvements on the properties. Declarant reserves the right to enter upon the 20-foot utility easement along the front and rear lot lines including a 20-foot easement along the waterfront of any waterfront lot, and also the right to enter upon the 10-foot utility easement along all side lot lines, for the purpose of cutting weeds, brush, correcting drainage or for any other reasonable purpose. Declarant reserves the right to enter any sewer utility easement for the purpose of planting, restoration of property, removing weeds or brush or any other reasonable purpose to preserve the beauty of the Subdivision."

The remaining subparagraphs of Paragraph 6 entitled EASEMENTS shall remain unchanged.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Protective Covenants and Architectural Controls for Loran Points, Lots 1-11; 18-21 and 28-53, inclusive, on the date and year first above written.

Signed, Sealed and Delivered in the Presence of:

*Julia M. Minnema*  
*Dorothy L. Bitt*

Associated Technical Training Services, Inc. (SEAL)

BY *Gerald D. Schile*, Pres.

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

PROBATE

PERSONALLY APPEARED the undersigned Witness, who being duly sworn says that (s)he saw the within named Gerald D. Schile, President of Associated Technical Training Services, Inc. sign, seal, and as its act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

*Julia M. Minnema*

Sworn to before me this  
27<sup>th</sup> day of March, 1987

*Louise M. Minnema* (LS)  
Notary Public of South Carolina  
My Commission Expires: 5/9/95



RSA

RSA  
001522

C  
Book 529 Page 42

STATE OF SOUTH CAROLINA )  
  ) AMENDMENT TO DECLARATION OF  
  ) PROTECTIVE COVENANTS AND  
COUNTY OF OCONEE            ) ARCHITECTURAL CONTROLS FOR  
  ) LORAN POINTE

This Amendment is made this 1<sup>st</sup> day of March, 1988, by Associated Technical Training Services, Inc.

WHEREAS, Associated Technical Training Services, Inc. recorded on June 12, 1986, in Deed Book 457, page 193, records of Oconee County, South Carolina, a certain Declaration of Protective Covenants and Architectural Controls for LORAN POINTE, Lots Nos. 1-11, 19-21 and 26-53, inclusive, subjecting the Development to the provisions thereof pursuant to an incremental plan of development and improvement; and

WHEREAS, Associated Technical Training Services, Inc. specifically excluded Lot No. 22 from said Declaration of Protective Covenants and Architectural Controls and reserved the right to put Lot No. 22 to such usage as it deemed best as shown by paragraph 3 under Recitals; and

WHEREAS, Associated Technical Training Services, Inc. recorded on March 30, 1987, in Deed Book 490, page 329, records of Oconee County, South Carolina, an Amendment to the Declaration of Protective Covenants and Architectural Controls for LORAN POINTE, Lots Nos. 1-11, 19-21 and 26-53, inclusive; and

WHEREAS, Associated Technical Training Services, Inc. is now desirous of imposing said Declaration of Protective Covenants and Architectural Controls and the Amendment on Lot No. 22, LORAN POINTE.

NOW THEREFORE, Associated Technical Training Services, Inc. does hereby include Lot No. 22 under the Declaration of Protective Covenants and Architectural Controls for LORAN POINTE as recorded in Deed Book 457, page 193, and the Amendment as recorded in Deed Book 490, page 329, records of Oconee County, South Carolina.

Recorded this 9 day of May  
A. D. 19 88 in Vol. 529  
Page 42 and Certified:  
Phillip C. Smith  
C.C.O.P.G.S. 1  
Oconee County, S.C.

4001744

FILED FOR RECORD  
OCONEE COUNTY  
S.C.  
MAR 9 4 1988  
STATE OF SOUTH CAROLINA

Book 529 Page 43

IN WITNESS WHEREOF, Associated Technical Training Services, Inc. has executed this Amendment on the date and year first above written.

In the presence of:

ASSOCIATED TECHNICAL TRAINING SERVICES, INC. (SEAL)

Wilmer D. Jones  
[Signature]

By: [Signature]  
Its: President

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Associated Technical Training Services, Inc. by its duly authorized officer sign, seal and as his act and deed, deliver the within written Amendment to Declaration of Protective Covenants and Architectural Controls for LORAN POINTE 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 8<sup>th</sup>  
day of March, 1988

[Signature]  
Notary Public of S.C.  
My commission expires 2/12/90

Wilmer D. Jones

10.00  
ATTY, Inc.  
P.O. Box 1679  
Greer SC 29679

008674

BOOK 0704 PAGE 0144

STATE OF SOUTH CAROLINA )  
  )  
  )  
COUNTY OF OCONEE          )

AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS AND  
ARCHITECTURAL CONTROLS FOR  
LORAN POINTE

This Amendment is made this 28th day of August, 1992, by Associated Technical Training Services, Inc.

WHEREAS, Associated Technical Training Services, Inc. recorded on June 12, 1986, in Deed Book 457, page 193, records of Oconee County, South Carolina, a certain Declaration of Protective Covenants and Architectural Controls for LORAN POINTE, Lots Nos. 1-11, 19-21 and 26-53, inclusive, subjecting the Development to the provisions thereof pursuant to an incremental plan of development and improvement; and

WHEREAS, Associated Technical Training Services, Inc. specifically excluded Lots No. 17, No. 18, No. 23 and No. 24 from said Declaration of Protective Covenants and Architectural Controls and reserved the right to put Lot No. 17, No. 18, No. 23 and No. 24 to such usage as it deemed best as shown by paragraph 3 under Recitals; and

WHEREAS, Associated Technical Training Services, Inc. recorded on March 30, 1987, in Deed Book 490, page 329, records of Oconee County, South Carolina, an Amendment to the Declaration of Protective Covenants and Architectural Controls for LORAN POINTE, Lots Nos. 1-11, 19-21 and 26-53, inclusive; and

WHEREAS, Associated Technical Training Services, Inc. is now desirous of imposing said Declaration of Protective Covenants and Architectural Controls and the Amendment on Lot No. 17, No. 18, No. 23 and No. 24 LORAN POINTE.

NOW THEREFORE, Associated Technical Training Services, Inc. does hereby include Lot. No. 17, No. 18, No. 23 and No. 24 under the Declaration of Protective Covenants and Architectural Controls for LORAN POINTE as recorded in Deed Book 457, page 193, and the Amendment as recorded in Deed Book 490, page 329, records of Oconee County, South Carolina.

Recorded by 2 day of Sept 1992  
Book 704 Page 144  
Fee  
K. J. Williams  
Notary, Oconee County, S.C.

FILED FOR RECORD  
OCONEE COUNTY  
S.C.  
AUG 31 2 46 PM '92  
SALLIE C. SMITH  
CLERK OF COURT

Recorded this 31 day of Aug, 1992  
Vol. 704 Page 144 and certified  
Sallie C. Smith  
C.C.O.P.G.S.  
Oconee County, S.C.

BOOK 0704 PAGE 0145

IN WITNESS WHEREOF, Associated Technical Training Services, Inc. has executed this Amendment on the date and year first above written.

In the presence of:

ASSOCIATED TECHNICAL TRAINING SERVICES, INC. (SEAL)

Debbie Day  
Jackie F. Pate

By: Paul D. Schick

Its: Chief Executive Officer

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Associated Technical Training Services, Inc. by its duly authorized officer sign, seal and as his act and deed, deliver the within written Amendment to Declaration of Protective Covenants and Architectural Controls for LORAN POINT 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 28th  
day of August, 1992.

Jackie F. Pate  
Notary Public of SC  
My commission expires 6/1/2002

Debbie Day