



WHEREAS, Article 12, Section 12.3 provides the declaration may be amended by a majority of the owners whose lots are then subject thereto; and

WHEREAS, Waterford Subdivision consists of ninety-eight (98) lots; and

WHEREAS, the undersigned owners hold the majority of the votes subsequent to the restrictive covenants as hereinabove cited; and

WHEREAS, the majority of the owners feel these amendments are in the best interest of the subdivision.

WHEREAS, Waterford Owner's Association wishes to amend the Declaration of Covenants, Conditions and Restrictions and to revise certain provisions thereof.

NOW THEREFORE, Know All Men by These Presents that we, the undersigned, being the majority of the owners of Lots of Waterford do hereby agree and consent to and by these presents amend the Covenants, Conditions and Restrictions for Waterford as follows:

1. Article 8 Section 8.13 Lot Maintenance; Trash Disposal shall be supplemented as follows:

Furthermore, any builder of improvements on any portion of any lot shall keep such portion of said lot free from unsightly construction debris and shall keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction. Outside burning or burial of materials, which includes, but is not limited to, construction debris, trash, rubbish, trees, limbs, leaves, stump and vegetation is prohibited. Once homesite construction is complete, controlled outside burning of natural materials is permitted.

The Association shall have the authority, in their sole discretion, to assess penalties against an Owner who violates the provisions set forth herein.

All other provisions contained in Section 8.13, not revised herein, shall remain in full force and effect.

2. Article 8 Section 8.19 Removal of Trees and Other Vegetation shall be supplemented as follows:

In order to maintain the appearance of the subdivision, all trees are considered "protected" in that clear-cutting a lot prior to construction is not permitted therein without the prior written consent of the Board of Directors. The practical exceptions to this rule are that trees and vegetation may be removed if they are dead, diseased or poisonous. Underbrush may be selectively cleared, understory may be thinned to provide better views, individual trees may be limbed up and grass or ground cover may be planted.

The Association shall have the authority, in their sole discretion, to assess penalties against an Owner who violates the provisions set forth herein.

All other provisions contained in Section 8.19, not revised herein, shall remain in full force and effect.

3. Article 12 Section 12.1 Enforcement shall be supplemented as follows:

In the event an action at law or in equity is commenced by Owner against Association, and the Association prevails, the Association shall be reimbursed by the Owner and indemnified for all attorney's fees and court costs pertaining to said action.

All other provisions contained in Section 12.1, not revised herein, shall remain in full force and effect.

4. Article 6 Section 6.1 Creation of the Lien and Personal Obligation for Boatslip,

Supplemental Boatslip, and Special Boatslip Assessments is amended to add the following:

In accordance with Article 7.2 (existing covenant) and repeated here for reference, if the assessment for the boatslip is not paid, Lot Owner shall lose all of their rights and privileges to all amenities including, but not limited to, the clubhouse, pool, tennis court and assigned boatslip.

All other provisions contained in Section 6.1, not revised herein, shall remain in full force and effect.

Except as expressly amended or supplemented hereby, the Declaration and any

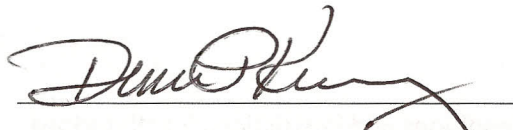
Amendments thereto, shall remain unchanged and in full force and effect.

In accordance with Article 12, Section 12.3 amended, the Waterford Owner's Association Board of Directors certifies the results of the votes by the Property Owners as shown in the table below regarding the attached covenant changes.

Covenant Change Title	Number of YES Votes
<u>Article 8 Section 8.13 Lot Maintenance; Trash Disposal</u>	58
<u>Article 8 Section 8.19 Removal of Trees and Other Vegetation</u>	55
<u>Article 12 Section 12.1 Enforcement</u>	55
<u>Article 6 Section 6.1 Creation of the Lien and Personal Obligation for Boatslip, Supplemental Boatslip, and Special Boatslip Assessments</u>	59

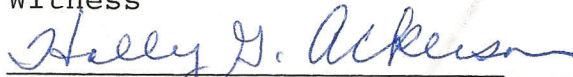
As the table shows, each covenant received the required majority needed to meet the requirements to change the covenants.

As secretary of the Waterford Owners Association I attest that the above voting numbers are accurate and meet the requirements of the Waterford Owners Association.


  
Secretary, Waterford Owners Association

5/17/10  
Date

  
Witness

  
STATE OF SOUTH CAROLINA Witness  
COUNTY OF OCONEE

On this 12<sup>th</sup> day of May, 2010 before me personally appeared Dennis Kinney, Secretary of the Waterford Owner's Association who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument.



Holly G. Ackerson - Notary Public

Oconee County, South Carolina  
My Commission Expires: April 6, 2015

