

forth under Section III, "Setbacks, Location and Size, Improvements, and Lots", if in the opinion of the Committee the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded Plat, and if in the opinion of the Committee such violation will cause no substantial injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front setback line of more than 5 feet or of the main building side line restriction of more than 3 feet or of the restrictions as to building size imposed by Section III hereof by more than 45 square feet. The approval of ratification by the Committee in accordance with this paragraph shall be binding on all persons.

V.

MAINTENANCE CHARGES

HOMEOWNER'S ASSOCIATION

5.1 All numbered lots on the recorded Plat shall be subject to an annual maintenance charge or assessment as established in the initial budget prepared by the undersigned owner/developer which budget shall be furnished to the purchaser of each lot prior to the execution of any contract of sale. The assessment shall begin at such time as the private road, parking areas and other common area have been completed and each lot owner notified in writing. Said maintenance charge shall be payable to Crescent Place Homeowners Association, Inc. The maintenance charge shall apply uniformly to all lot owners including the Developer, The Beattie Company, Inc. of Greenville.

5.2 The yearly assessment shall be due and payable on January 1st of each year, in advance. However, if the assessments begin at any time other than January 1st, then each lot owner shall pay his or her prorata share of the assessment charge for the remaining portion of the calendar year.

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