

lot owners increases the size of his lot or purchases additional lots, and the additional land is serviced by the well after following the procedures in Paragraphs 3 and 4 below, said lot owner shall bear an increased burden of maintenance and repair costs in direct relation to his increased water use.

3. For the purposes of this Agreement, each of the undersigned parties shall be deemed to be the owner of one "lot" except that Dennis Ashley and Sue R. Ashley are acknowledged to be the joint owners of one "lot". Therefore, there are agreed to be presently five lots involved hereunder and each such lot is hereby awarded one vote. If any of the present lots are sold to two or more joint owners, said lots shall still have only one vote; however, if a present lot is divided into two or more smaller lots with two or more distinct owners, each such smaller lot shall be entitled to one full vote. In no event shall a vote be awarded to a lot, or any portion thereof, that is not currently represented in this Agreement, unless a written amendment hereto is recorded in the RMC Office for Greenville County after following the procedures in Paragraph 4 below.

4. All decisions affecting the use, operation and maintenance of the well and its water system shall be made by a concurrence of the votes of any four of the present five lots; in the event additional lots are added under Paragraph 3 above, a decision will require the acquiescence of all but two of the outstanding votes. In the event a lot entitled to vote refuses to do so and attempts to abstain therefrom, that vote shall be deemed to be an affirmative one. All votes taken under the provisions of this paragraph shall be maintained in a written record and a copy thereof shall be retained by each lot owner so voting.

5. After the well is completed and the system is fully operational, water-using devices such as washing machines, dishwashers, lawn sprinklers, etc., will be allowed provided the water supply so generated from the well is adequate. However, if at

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