

After Recording Return to:
Andrew J. Smith
The Airey Law Firm
1510 Blue Ridge Blvd, Ste 205
Seneca, SC 29672

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A. J. SMITH
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STATE OF SOUTH CAROLINA) AFFIDAVIT
COUNTY OF OCONEE) ATTESTATION AND CERTIFICATION

BYLAWS, ARCHITECTURAL/LANDSCAPE GUIDELINES and PENALTIES AND
REMEDICATION RESOLUTION

MOONLIGHT BAY ON LAKE KEOWEE

PERSONALLY APPEARED the Affiant, DRAKE SEARS, who first being duly sworn, states on oath and deposes as follows:

My name is Drake Sears, I am more than eighteen years old and am in all respects legally competent to execute this affidavit.

All facts herein are based on my personal knowledge.

I am the Secretary of the Moonlight Bay on Lake Keowee Property Owners Association, Inc. (the "Association"), a nonprofit corporation organized under the laws of South Carolina.

I attest and certify that the attached Bylaws, Architectural/Landscape Guidelines and Penalties and Remediation Resolution, are the true, correct, and current versions, in their entirety, of the said Guidelines and Resolution and that these documents are presented for recording in order to comply with the South Carolina Homeowners Association Act.

FURTHER AFIANT SAYETH NOT.

In the presence of:

By: Moonlight Bay on Lake Keowee
Property Owners Association, Inc.

Deborah R. Maijowski
Witness

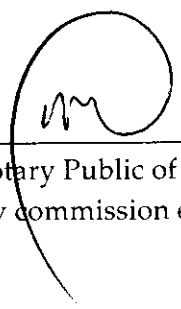
mi
Witness

Drake Sears
DRAKE SEARS, SECRETARY

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

) ACKNOWLEDGEMENT
)

I, Andrew Smith, a Notary Public do hereby certify that Drake Sears personally appeared before me and executed this instrument this 7th day of January 2019.



Notary Public of South Carolina
My commission expires:

ANDREW SMITH
S.C. Notary Public
My Commission Expires
May 15th, 2023

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STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

AFFIDAVIT
ATTESTATION AND CERTIFICATION

BYLAWS OF THE MOONLIGHT BAY ON LAKE KEOWEE PROPERTY OWNERS
ASSOCIATION, INC.

PERSONALLY APPEARED, Drake Sears, the Affiant before the undersigned Notary Public, and attested and certified as follows:

My name is Drake Sears, I am over the age of eighteen years old and am in all respects legally competent to execute this affidavit.

I attest that all facts herein are based on my personal knowledge.

I am the Secretary of the Moonlight Bay on Lake Keowee Property Owners Association, Inc. (the "Association"), a nonprofit corporation organized under the laws of South Carolina.

I hereby certify and attest that, in accordance with Bylaw XII of the Association's Bylaws, a two-thirds (2/3's) majority of the eligible-to-vote Owners signed an agreement signifying their approval of the attached Bylaws of the Moonlight Bay on Lake Keowee Property Owners Association, Inc. dated the 4TH day of JANUARY, 2019.

I hereby certify and attest that on the 4TH day of JANUARY, 2019, PATRICK ARTHUR, the President of the Association executed the foregoing, attached Bylaws of Moonlight Bay on Lake Keowee Property Owners Association, Inc.

FURTHER AFFIANT SAYETH NAUGHT.

In the presence of:

Deborah R. Maciejewski
_____, Witness

Drake Sears

DRAKE SEARS, AFFIANT
SECRETARY, MOONLIGHT BAY ON LAKE
KEOWEE PROPERTY OWNERS
ASSOCIATION, INC.

Andrew Swift

Andrew Swift, Notary Public

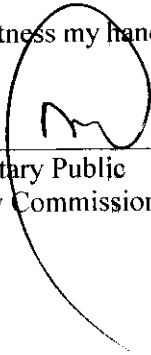
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ANITA DAVISON
REGISTER OF DEEDS
2019 JAN 10 P 1:48

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

) ACKNOWLEDGEMENT
)

I, Andrew Smith a Notary Public for the State of South Carolina, do hereby certify that Drake
Sears personally appeared before me this day and executed this instrument.

Witness my hand and official seal this 7 day of January 2019.



Notary Public
My Commission Expires: _____

ANDREW SMITH
S.C. Notary Public
My Commission Expires
May 15th, 2023

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MOONLIGHT BAY ON LAKE KEOWEE PROPERTY OWNERS ASSOCIATION, INC.

Bylaw I - Objectives and Purposes

In amplification of the purpose for which Moonlight Bay on Lake Keowee Property Owners Association, Inc. has been formed, as set forth in the Articles of Incorporation, the purposes and objectives are as follows:

1. to provide for the maintenance for the entrance way, grassed areas of the right-of-way and other common areas throughout the subdivision;
2. to provide for the street lights throughout the subdivision;
3. to serve as a nonprofit homeowners association for Moonlight Bay on Lake Keowee representing the interests of all Owners in both internal and external matters; and
4. to enforce the Declaration to assure the maintenance of high aesthetic standards in Moonlight Bay on Lake Keowee.

Bylaw II – Definitions

When used in these Bylaws:

- (a) "Alternative Voting Procedure" shall mean the following:
 - (i) Any action that may be taken at any annual, regular, or special meeting of Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. All votes shall be taken by written ballot and shall be kept confidential. Written notice describing the matter to be voted upon, a ballot and other material necessary to insure voting control and Member privacy (the "Voting Materials ") shall be delivered to all Members eligible to vote not less than twenty (20) days, nor more that forty (40) days before the date established by the Board for counting votes. Notice and delivery of Voting Materials shall be deemed complete and delivered when deposited in the United States Mail, first class mail, with appropriate and necessary postage affixed, addressed to the Member at his or her address as it appears on the records of the Association. Members shall cast their votes by marking and returning the ballots as instructed therein.
 - (ii) A written ballot shall:
 - (a) set forth each proposed action; and
 - (b) provide an opportunity to vote for or against each proposed action.
 - (iii) Approval by written ballot pursuant to this section is valid only when the number of votes cast equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Bylaw II – Definitions (Cont)

- (iv) All solicitations for votes by written or electronic ballot shall:
 - (a) indicate the number of responses needed to meet the quorum requirements;
 - (b) state the percentage of approvals necessary to approve each matter other than election of directors; and
 - (c) specify the time by which a ballot must be received by the Association in order to be counted.
 - (v) A written ballot may not be revoked after it is submitted.
 - (vi) Specific voting instructions and materials shall insure that only ballots from eligible voters are counted, and that the privacy of individual Members is maintained.
 - (vii) Voting results shall be given to the Board, which will announce the results to the Membership.
 - (xii) Unless otherwise required by these bylaws or applicable law, a quorum shall be represented by 10% of the votes entitled to be cast on a matter.
- (b) The "Association" or "Moonlight Bay on Lake Keowee Property Owners Association, Inc." means Moonlight Bay on Lake Keowee Property Owners Association, Inc., a South Carolina nonprofit corporation.
 - (c) "Board" means Board of Directors of Moonlight Bay on Lake Keowee Property Owners Association, Inc.
 - (d) "Bylaws" means the Bylaws of Moonlight Bay on Lake Keowee Property Owners Association, Inc.
 - (e) "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Moonlight Bay on Lake Keowee originally filed by the Developer/Declarant on August 28, 2002, and recorded on August 28, 2002, in the office of the Register of Deeds for Oconee County, South Carolina in Book 1237 at Page 170, as the same may be supplemented or amended from time to time.
 - (f) "Developer or Declarant" refers to Landman Development, LLC, which developed MBOLK and created and recorded the original covenants.
 - (g) "Moonlight Bay on Lake Keowee" means the residential development located in Oconee County, South Carolina.
 - (h) "Lot" means any parcel of land shown upon that plat of survey of Moonlight Bay on Lake Keowee recorded in Plat Book A894, Page 8, Oconee County, South Carolina Records, or as similarly shown on supplemental surveys of such tract or such additional tracts as may be added from time to time, as provided in the Declaration.
 - (i) "Owner" means:
 - i. any person, corporation, or other legal entity, that holds fee simple title to a Lot;
 - ii. if the contract for the sale of a Lot specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

MOONLIGHT BAY ON LAKE KEOWEE PROPERTY OWNERS ASSOCIATION, INC.

Bylaw III - Membership

- Section 1. **Membership.** Each Owner of a Lot shall be a Member of Moonlight Bay on Lake Keowee Property Owners Association, Inc. Such membership shall continue until terminated as provided in these Bylaws or the Declaration.
- Section 2. **Class of Membership.** Moonlight Bay on Lake Keowee Property Owners Association, Inc. shall have one class of voting membership: Class A
- (a) **Class A.** Every person who is an Owner, except as otherwise set forth herein, shall be a Class A Member and shall be entitled to one (1) vote for each Lot owned if the Member is then in good standing. A Member is in good standing unless his or her voting privileges have been suspended by the Board. When more than one (1) person is a Class A Member by virtue of an ownership interest in the same Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such Lot shall not be counted. The membership of a Class A Member shall automatically terminate upon the Member's sale, conveyance or transfer of his or her Lot. However, no termination of Class A membership shall affect such Member's obligation to pay assessments, fines or penalties as hereinafter provided for, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for periods falling after the date of such termination.
- (b) The Association, Inc. shall be entitled to vote as a Class A member on all matters and in all events, having one (1) vote for each Lot owned by the Association, excluding common areas. The vote(s) shall be determined by quorum in board vote.
- Section 3. **Right of Access to Property, Facilities and Amenities.** Members and persons renting or occupying Lots which are owned by another are entitled to access to all property, facilities and amenities of Moonlight Bay on Lake Keowee Property Owners Association, Inc., subject to the terms of the Declaration, Bylaws, and Rules, including, where appropriate, admission, maintenance, and other fees and charges.
- Section 4. **Suspension of Privileges of Membership.** The Board may suspend any or all of the privileges of any Member, or separately suspend the privileges (including voting) of any person whose privileges are dependent upon a Member under Section 1 of Bylaw III, for any of the following reasons:
- a. for failure to pay Moonlight Bay on Lake Keowee Property Owners Association, Inc. assessments, dues, fees and other charges owed to Moonlight Bay on Lake Keowee Property Owners Association, Inc. or any charge on any Lot owned by the Member. Such suspension shall continue as long as the charge remains unpaid ; or

Bylaw III – Membership (cont)

- b. for continuing to be in violation of or for repeated violations of any provision of the Declaration, Bylaws or Rules, after a determination of the Board that a violation exists, and notice to the Member of the determination of the Board. Such suspension shall be for a period determined by the Board. A suspension may apply to any individual entitled to the use and enjoyment of Moonlight Bay on Lake Keowee Property Owners Association, Inc.'s property and facilities pursuant to Section 3. of Bylaw III; or
- c. for any other reason provided by the Declaration.

Section 5. Suspension Hearing. A Member notified of a suspension based upon a determination by the Board pursuant to Section 4.b. of Bylaw III, upon request, shall be entitled to appeal the decision to the Board, by written notification delivered to the Association President and Secretary of the association within 7 calendar days from delivery of notice, in which case a suspension shall not take effect until after the appeal is heard by the Board.

Section 6. Transfer. When a Member ceases to be an Owner, such person's Membership shall cease, but such person shall remain liable for all assessments, dues, fees, and other charges incurred prior to providing written notice to Moonlight Bay on Lake Keowee Property Owner's Association, Inc. that such person is no longer an Owner.

Section 7. Record of Members. The Secretary shall keep a reasonably current roll of Members by Lot number and address which shall be available at reasonable times to any Member on request. All Members are required and responsible for notification of the Secretary of Moonlight Bay on Lake Keowee Property Owners Association, Inc. of any change in the Member's address. All new Owners who have become Moonlight Bay on Lake Keowee Property Owners Association, Inc. Members by acquisition of a Lot are required and responsible for notification of Moonlight Bay on Lake Keowee Property Owners Association, Inc. of their mailing address, contact phone, email, and any change thereafter.

Section 8. Proxies. Every Member entitled to vote shall have the right to do so by proxy. This right may be exercised in accordance with the requirements set forth in Section 33-7-220 of the S.C. Code Ann. (2006).

Bylaw IV - Meetings of Members

- Section 1. Place of Meetings. Any meeting of the Members of Moonlight Bay on Lake Keowee Property Owners Association, Inc. shall be held in the State of South Carolina within a radius of twenty (20) miles from Seneca, South Carolina.
- Section 2. Annual Meeting. The annual meeting of Moonlight Bay on Lake Keowee Property Owners Association, Inc. shall be held at a date, time and place to be set by the resolution of the Board.
- Section 3. Special Meetings.
- a. Special meetings of the Members may be called by the Board from time to time.
 - b. A special meeting must be called by the Board upon receipt of a written petition of Members with valid voting privileges representing twenty (20) percent of the Lots for which votes may be cast. The petition shall set forth the purpose of the special meeting.
 - c. The Board may, but shall not be obligated to, call a special meeting to consider or reconsider any matter which is substantially the same as a matter voted upon at any meeting of the Members held during the preceding twelve months, unless the petition requesting the special meeting is from Members representing more than fifty (50%) percent of the Lots for which votes may be cast, in which event a special meeting must be called .
 - d. The Board shall specify the place, date and hour of special meetings.
 - e. The Board shall act on a written petition presented pursuant to paragraphs b. and c. of this section within twenty (20) business days after receipt of the petition. The Board may use its discretion, in the best interest of Moonlight Bay on Lake Keowee Property Owners Association, Inc., to determine the date of a meeting requested by petition.
 - f. No business shall be conducted at a special meeting other than the business stated in the notice of the meeting.
- Section 4. Notice of Meetings. Written notice stating the place, date and hour of any meeting of Members shall be delivered either personally or by first class mail to each Member entitled to vote at such meeting, not less than twenty (20) days nor more than forty (40) days before the date of the meeting . A notice of a special meeting shall state in addition the purpose or purposes for which the meeting is called. Notice delivered by mail shall be deemed complete when deposited in the United States Mail with appropriate and necessary postage affixed, addressed to the Member at his or her address as it appears on the records of Moonlight Bay on Lake Keowee Property Owners Association, Inc. Each Member shall be required and responsible for notification of Moonlight Bay on Lake Keowee Property Owners Association, Inc. of any change in the Member's address. If an owner so elects, notice of meetings, assessment invoices, and associated communication may be sent via email or other electronic means, as practicable, such as text or future technology as opposed to postal mail.

Bylaw IV - Meetings of Members (Cont)

- Section 5. Quorum . Members entitled to vote representing ten (10%) percent of the Lots for which votes may be cast, present in person, by mail or by valid proxy, shall constitute a quorum to conduct business at all meetings of the Members.
- Section 6. Voting . Except as otherwise required by law or by other provisions of these Bylaws, at any meeting at which a quorum is present, a majority of the votes cast shall be necessary for the adoption of any matter voted upon by the Members.

Bylaw V - Powers and Authority

- Section 1. Board Powers. The Board has ultimate responsibility for the affairs of Moonlight Bay on Lake Keowee Property Owners Association, Inc., and it may do all acts and exercise all authority necessary and proper in connection therewith, provided such act or authority is not reserved to the Members by the Articles of Incorporation, the Declaration, these Bylaws, or any resolutions adopted by the Members . In addition to any duties that may be imposed by these Bylaws or any resolution of the Members, the Board shall have the power and authority for the following :
- a. to prepare and approve capital and operating budgets. At least thirty (30) days before each annual meeting the Board shall prepare a budget for the next succeeding fiscal year. The budget shall be broken into separate parts, one setting forth the operating budget and one setting forth the capital budget. The budget may include a component for funds to be accumulated in escrow as a reserve for future long term needs, if applicable, in accordance with appropriate Treasury Regulations. The Board shall calculate the amount of assessment to be levied against each Lot to satisfy the budget. With the notice of the annual meeting, the Board shall send a copy of the budget and proposed assessment to each Member. Until such time as a new budget shall have been adopted, the budget and assessment for the current year shall be the budget and assessment for the next succeeding year.
 - b. to acquire, construct, manage, maintain and care for Moonlight Bay on Lake Keowee Property Owners Association, Inc. property. Such authorization is not limited to, but includes the following: 1) Maintenance of the Common Areas as defined by the Declaration, 2) Landscaping, 3) Street light maintenance .
 - c. to provide and manage services for which fees are charged and to engage in activities which will directly foster, promote, and advance the common interest of all Members ;
 - d. to establish the means and methods of collecting assessments and other fees and charges, and to establish the period, if any, for installment payments of an annual assessments;

Bylaw V - Powers and Authority

- e. to collect the assessments, deposit the proceeds thereof in a bank depository which it shall approve, and use the proceeds in the conduct of Moonlight Bay on Lake Keowee Property Owners Association, Inc.'s affairs, provided, any reserve fund may be invested in a safe and secure depository or account that bears interest;
- f. to employ and pay architects, attorneys, accountants and other professionals to assist it in conducting Moonlight Bay on Lake Keowee Property Owners Association, Inc. business;
- g. to make and amend Rules for property owned or operated by Moonlight Bay on Lake Keowee Property Owners Association, Inc.;
- h. to open bank accounts on behalf of Moonlight Bay on Lake Keowee Property Owners Association, Inc. and designate the signatures required ;
- i. to bring legal proceedings on behalf of or against the Owners concerning Moonlight Bay on Lake Keowee Property Owners Association, Inc., and to defend proceedings brought against Moonlight Bay on Lake Keowee Property Owners Association, Inc.;
- j. to obtain and carry adequate insurance against casualties and liabilities arising from acts or failure to act of the Officers, Directors, and other personnel of Moonlight Bay on Lake Keowee Property Owners Association, Inc. affecting property owned by Moonlight Bay on Lake Keowee Property Owners Association, Inc. or other property for which Moonlight Bay on Lake Keowee Property Owners Association, Inc. by rule, regulation, declaration or contract has the right or duty to provide insurance coverage, and pay the premiums thereof;
- k. to keep books with detailed accounts of the receipts and expenditures of Moonlight Bay on Lake Keowee Property Owners Association, Inc. and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days and at the time and in a manner that shall be determined by the Board. All books and records shall be kept in accordance with generally accepted accounting practices. The Financial books may be maintained based on either accrual basis or cash basis, at the discretion of the Treasurer in office and Board approval.
- l. to enter into a lease of any real or personal property of Moonlight Bay on Lake Keowee Property Owners Association, Inc. ; and
- m. to do any other acts authorized by the Declaration.

Bylaw VI – Assessments

Section 1. Levying of Assessments. The Board shall levy against all Lots the assessments provided by Article V of the Declaration and other charges fixed by the Board. A proposed assessment may be approved at the annual meeting or a special meeting called for that purpose. Written notice of the charge and the date by which payment is due shall be given to each Owner personally or by mail (or email) addressed to the Owner at the last contact address shown on the books of Moonlight Bay on Lake Keowee Property Owners Association, Inc. Special Assessment amounts, or other actions, for violation of Covenants shall be made by Resolution of the Board and recorded, made available to all property owners, by postal mail, email, or link to the Association's web site, and updated periodically as the Board sees fit.

Section 2. Payment of Assessments. The assessments and other charges fixed by the Members and levied by the Board shall be paid on or before the date or dates fixed by the Declaration or by resolution of the Board if a due date is not provided by the Declaration. If not so paid within sixty (60) days from the due date, the Board may cause a notice of lien on the assessed Lot to be recorded in the Office of the County Register of Deeds. The notice of lien shall state the amount of such assessments, dues, fees and other charges and a description of the Lot which has been assessed and shall be signed by the Secretary or other officer of Moonlight Bay on Lake Keowee Property Owners Association, Inc. on behalf of Moonlight Bay on Lake Keowee Property Owners Association, Inc. The amount of such assessments, dues, fees and other charges, plus a late payment fee of the greater of \$10 or ten (10%) percent of the amount of the past due assessment together with interest at the annual rate of 14% from the due date and the costs of collection, including attorney's fees, if any, shall constitute and become a lien on the Lot from the date of assessment.

A notice of lien may only be recorded by the Association's legal counsel and not the Association directly.

The lien shall bind the property in the hands of the then Owner, his or her successors in title and assigns. Upon payment of said assessment, fees and charges, or other satisfaction thereof as the Board finds acceptable, the Board shall, within a reasonable period of time, cause to be recorded a further notice stating the satisfaction and release of the lien. This schedule for recording of liens is intended to assure consistency in the treatment of Owners. No Owner may avoid liability for payment of assessments and other charges by non-use of the common properties or by abandonment of the Lot.

Section 3. Priority of Lien. Conveyance of any Lot shall not affect any lien for assessments, dues, fees and other charges. Such lien shall be prior to all other liens recorded subsequent to the date on which the lien arose. The obligation to pay the assessments, fees and other charges reflected in the lien shall remain the personal obligation of the former Owner despite the conveyance, and may be collected as herein provided regardless of who may be the subsequent Owner.

Bylaw VI – Assessments (Cont)

- Section 4. **Enforcement.** If the lien for assessments, dues, fees and other charges has not been satisfied within 60 days of the due date thereof, Moonlight Bay on Lake Keowee Property Owners Association, Inc. may bring suit to foreclose the lien, in like manner as foreclosure of a mortgage. Moonlight Bay on Lake Keowee Property Owners Association, Inc. may be a bidder at the foreclosure sale. Moonlight Bay on Lake Keowee Property Owners Association, Inc. may also pursue any other relief available to it in law or equity for collection of any assessment, charge or other debt owed to it by any Owner.
- Section 5. **Proof of Payment.** Upon request Moonlight Bay on Lake Keowee Property Owners Association, Inc. shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.
- Section 6. **Suspension.** The Association can suspend the rights and privileges of membership in the Association of an Owner who has not paid all assessments and charges to which the Owner's Lot is subject. The Association can suspend the rights and privileges of membership in the Association of any purchaser who purchases the Lot of an Owner whose rights and privileges are suspended at the time of purchase and for which the assessments and charges against the Lot remain due at and after the time of purchase.

Bylaw VII - Board of Directors

Section 1. Composition of the Board. The number of directors shall be comprised of five (5) members. The Owners shall elect the Board of Directors at a special organizational meeting of the Members.

Section 2. Term. A Director shall serve a two (2) year term which shall begin when the election is announced at the annual meeting following the nomination and voting, and shall continue until the annual meeting two years thence. A Director may be re-elected in perpetuity.

Accepting a position on the board is a personal commitment and while board members are expected to serve for the term elected, if a board member or officer is unable or unwilling to serve out their term, they may submit their written resignation to all members of the Board.

Section 3. Elections. Elections shall be held by written ballot. Members in good standing may be nominated by the Board or by a Member submitting a proposed nomination to the Board. Except for the initial meeting of members, a ballot shall be mailed along with the notice of the annual meeting of Moonlight Bay on Lake Keowee Property Owners Association, Inc. Each Member entitled to vote shall receive one (1) ballot for each Lot for which he or she is a voting Member. Each ballot will contain one or more blank lines permitting Members to cast write-in ballots. The ballot envelope shall contain such information as may be reasonably required in order to verify that the ballot is received from a qualified Member. Those persons receiving the largest number of votes shall be elected to the number of positions to be filled. An announcement of the election results shall be made at the close of the annual meeting and new Directors shall take office at that time.

Section 4. Removal of Directors. Any member of the Board may be removed therefrom by unanimous vote of the remaining members of the Board, or by vote of three-fourths of the Membership of Moonlight Bay on Lake Keowee Property Owners Association, Inc. present in person or by proxy and voting at a meeting in each case called for that purpose. Any Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies on the Board caused by any reason shall be filled by the candidate next in line, and willing and able, from the last Board election. Each person so selected shall serve for the entire remaining term of the director being replaced. In the event that all candidates from the previous election have been appointed, or refused appointment, the Board may appoint any other Owner to the vacant position.

Section 6. Compensation. Directors shall not be compensated. They may be reimbursed for expenses incurred in carrying out their duties as Directors if prior approval for the expenses is given by the entire Board.

Bylaw VII - Board of Directors (cont)

Section 7. Meetings of the Board.

- a. The Board shall meet regularly as it shall determine appropriate.
- b. A special meeting of the Board may be called at the request of the President, or by a majority of the Directors.
- c. Meetings of the Board shall be held in Oconee County, South Carolina.
- d. Written notice of all meetings shall be given, and shall be communicated to each Director at least 24 hours before the time set for the meeting to open. The notice of each meeting shall state the purpose for the meeting. Any Director may waive written notice of any meeting.
- e. Unless prohibited by law, any action which may be taken at a meeting of the Board may be taken without a meeting if authorized in writing, signed by all of the Directors who would be entitled to vote upon said action at a meeting, and filed with the Secretary of Moonlight Bay on Lake Keowee Property Owners Association, Inc.
- f. At all meetings of the Board, the presence of a majority of Directors shall be required to constitute a quorum.

Bylaw VIII - Officers

Section 1. Officers. The Officers of Moonlight Bay on Lake Keowee Property Owners Association, Inc. shall be a President, a Vice -President, a Secretary and a Treasurer.

Section 2. Method of Election. The Board shall elect the officers from the Board.

Section 3. Other Officer. The Board may appoint such other Officers and Assistant Officers from the Members of Moonlight Bay on Lake Keowee Property Owners Association, Inc. as it may from time to time find necessary or expedient.

Section 4. Term of Office. All Officers shall serve for a term of one year. Officers may be, re-elected or reappointed for any number of terms.

MOONLIGHT BAY ON LAKE KEOWEE PROPERTY OWNERS ASSOCIATION, INC.

Bylaw VIII – Officers (Cont)

- Section 5. Duplication of Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.
- Section 6. President. The President shall preside at all meetings of the Members and of the Board at which he or she is present, shall exercise general supervision of the affairs and activities of Moonlight Bay on Lake Keowee Property Owners Association, Inc., and generally shall exercise the powers and duties of a president of a nonprofit corporation.
- Section 7. Vice-President. The Vice-President shall perform the duties of the President when the President is absent, and shall perform such other duties as are assigned to him by the Board.
- Section 8. Secretary. The Secretary or his or her designee shall attend all meetings of the Members and of the Board; and shall be responsible for recording all votes and keeping minutes of the business and other matters transacted. He or she shall mail, or cause to be mailed, all notices required under the Bylaws. He or she shall have custody of the corporate seal and records, and maintain a reasonably current list of the Members and their addresses. He or she shall perform all other duties incident to the office of Secretary.
- Section 9. Treasurer. The Treasurer shall be responsible for the custody of the funds of Moonlight Bay on Lake Keowee Property Owners Association, Inc., for collecting monies due, for paying the obligations of Moonlight Bay on Lake Keowee Property Owners Association, Inc. out of funds, for presenting the annual budget, and shall perform such other duties as are incident to the office of Treasurer. The Board may require that the Treasurer be bonded for such amount and under the conditions as the Board may require.
- Section 10. Removal of Officers. The Board may remove any officer from office when in its judgment the best interests of Moonlight Bay on Lake Keowee Property Owners Association, Inc. will be served by the removal.

Bylaw IX - Committees

- Section 1. General. Moonlight Bay on Lake Keowee Property Owners Association, Inc. shall have those committees as deemed necessary by the Board.

Bylaw X - Fiscal Year

The fiscal year of Moonlight Bay on Lake Keowee Property Owners Association, Inc. shall end December 31.

Bylaw XI- Directors and Officers Liability and Indemnification

- Section 1. Standards of Conduct. A Director and an Officer with discretionary authority shall discharge his or her duties pursuant to the standards set forth in Section 33- 31-8 30 of the S.C. Code Ann . (2006).
- Section 2. Indemnification. Subject to S.C. Code Ann. Sections 33-31-850 through 858 (2006), each Officer or Director now or hereafter serving as such shall be indemnified by Moonlight Bay on Lake Keowee Property Owners Association, Inc. against any and all claims and liabilities to which he or she has, or shall become subject by reason of serving or having served as a Director or Officer, or by reason of any action alleged to have been taken, omitted or neglected by him or her as such Director or Officer.
- Section 3. Advances. Subject to the S.C. Ann. Section 33-31-853 and 858 (2006), partial indemnification in advance of a final determination may be made on vote of a majority of the then disinterested Directors, and upon written guarantee by the Officer or Director to repay the advance if after the conclusion of the proceeding it appears he was not entitled to reimbursement.
- Section 4. Other remedies. The rights of indemnification herein provided for shall not be exclusive of any rights to which the Officer or Director may otherwise be entitled by law.
- Section 5. Insurance. Subject to the S.C. Code Ann. Section 33-31-857 (2006), Moonlight Bay on Lake Keowee Property Owners Association, Inc. may carry insurance to cover the indemnification provided for in this Bylaw, and the coverage may be broader than the presumed liability.

Bylaw XII - AmendmentsSection 1. Procedures.

- a. Proposed amendments to these Bylaws may be originated by the Board, or submitted in writing to the Board not less than 90 days before the annual meeting by Members representing twenty (20) percent of the total Lots.
- b. Amendments bearing the Board's endorsement, comments from Members if the amendment originates pursuant to the preceding paragraph, and Board objections, if any, will be submitted to the Members in the same mailing as the annual meeting notice. The vote will occur at the annual meeting.

Bylaw XII – Amendments (Cont)

Section 2. Special Procedures. If the Board deems it necessary, amendments may be submitted for Membership vote at times other than the annual meeting under the following procedures:

a. Written notice of the proposal to amend the Bylaws and a ballot to record the vote will be sent to each Member not less than twenty (20), nor more than forty (40) days, before the ballots are to be counted . The vote will be returned by written ballot.

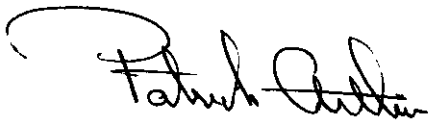
b. The votes will be tabulated and results certified by a committee of not less than three Members of Moonlight Bay on Lake Keowee Property Owners Association, Inc. The Membership will receive written notice of voting results and the votes will be made available for inspection by any Member.

Section 3. Voting Requirements for Amendments. Amendments require the affirmative vote of two thirds (2/3) of those Members entitled to vote who cast a vote by written ballot. The Board is allowed to vote one (1) vote per lot owned by the Association, excluding the common areas.

Bylaw XIII - Rules of Order

The rules contained in Robert's Rules of Order, Revised, shall govern Moonlight Bay on Lake Keowee Property Owners Association, Inc. in all cases to which they are applicable and in which they are not inconsistent with the Bylaws or the Special Rules of Order of Moonlight Bay on Lake Keowee Property Owners Association, Inc.

These Bylaws were enacted on Jan 4, 2019



PATRICK ARTHUR

PRESIDENT - Moonlight Bay on Lake Keowee, POA, INC.

ARCHITECTURAL /LANDSCAPE GUIDELINES



MOONLIGHT BAY ON LAKE KEOWEE

January 4, 2018

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January 4, 2018

Section 1
Welcome to Moonlight Bay on Lake Keowee

Moonlight Bay on Lake Keowee is perfect if you want to live on a magnificent lake but still want to be able to enjoy the mountains. Whether sitting on your deck enjoying a spring or summer evening or taking a moonlight boat ride, you will be happy to call Moonlight Bay on Lake Keowee home! Moonlight Bay on Lake Keowee has what you're looking for, with beautiful waterfront and interior lots available with over 4800 feet of shoreline with deep-water shorelines and big water views.

The standard of living established in the residences of Moonlight Bay on Lake Keowee shall be of the most discerning quality and aesthetic appeal. The spacious and secluded nature of the home sites allows for each residence to establish a distinctive character. It is the intention of the Architectural Design Guidelines to enable each homeowner to create a home unique to their lifestyle, and to protect each landowner / homeowner to ensure quality design, construction, clean building sites, and the general wellbeing of the community.

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Section 2 The Architectural Review Board (ARB)

(For more information see the Declaration of Covenants, Conditions and Restrictions - Moonlight Bay on Lake Keowee)

A. Introduction

The Architectural Review Board ("ARB") is responsible for effectively communicating and implementing the design parameters set forth within these Guidelines. The ARB will consist of no less than three (3) individuals, which will allow for objective and comprehensive critiques of each design submission. As the ARB is concerned with all aesthetic aspects of the design, it is neither responsible nor obligated to provide comments regarding the techniques of construction, engineering systems, accuracy of the construction documents, and compliance with building code requirements. Submissions may be disapproved solely for material selections and aesthetic reasons deemed contrary to the goals and objectives of these Guidelines and the ARB. The ARB in its review process shall not dictate any particular architectural style or hinder personal design preferences, while at the same time, strive to facilitate a cohesive character within Moonlight Bay on Lake Keowee.

B. ARB Review Meetings

The ARB Meetings will be held monthly, on an as needed basis. The exact time and location will be determined by current members of the ARB. Each design will be required to go through two review processes - a Preliminary and a Final Review. These requirements are listed and discussed in Section 3 of this packet. Preliminary and Final Review submissions will be received for review in that same month. Unless there are unusual circumstances presented in writing to the ARB, late submissions will not be reviewed until the following monthly meeting. During the initial stages of residential construction, the ARB may exercise the option to meet on a more frequent basis in order to respond to the early construction demand within the development.

Section 3 The ARB Review Process

A. Introduction

The ARB Review Process was formulated to ensure that the standards established within these Guidelines are adhered to and the overall design integrity of the community is protected through each Single-Family Residence. It is the desire of the ARB to institute a positive approach and establish a working relationship with the Owner throughout the Review Process. The term "Owner" shall be applicable to the homeowner as well as a representative thereof, typically the builder or the designer architect.

B. Application Requirements, Application Review Fee and Escrow Deposit

All proposed residential construction requires the submission of a completed Preliminary Architectural Design Review Application, along with an Application Review Fee of \$500.00 (five hundred and no/100 dollars) and an Escrow deposit in the amount of \$3,000.00 (three thousand and no/100 dollars). The Application Review Fee will be non-refundable and the Escrow will be refunded at the final completion of construction and landscaping activities less any costs incurred by MLBOLK to remedy items not addressed by the property owner or his contractor, after due notice and as delineated in Page 17, Section 6, Paragraph D of this document.

Plans will not be reviewed without the completed Application for and delivery of the Application Review Fee and Escrow deposit. The non-refundable Application Review Fees collected shall be used solely for the general maintenance and repair of Common areas as more fully described in Article V, Section 2 of the Declaration of Covenants, Conditions and Restrictions - Moonlight Bay on Lake Keowee.

C. Fee for Submission of Major Improvements / Changes

Submissions for major improvements and/or changes will not be assessed an Application Review Fee. Some examples of major improvements and or changes could include the following: substantial landscape renovation, addition of pools, out buildings, etc. Depending on the scope of major improvements and or changes the ARB, at its discretion, may require an Escrow Deposit in an amount to be determined, but not to exceed \$3,000, if after a preliminary review the scope of work is believed to have a risk of debris, including trash, mud or other run off onto the subdivision roadways or into the storm drainage system (ref. Page 17, Section 6, Paragraph D of this document).

D. Stages of Design Review

1. Preliminary Design Review

The Preliminary Review is intended to ensure that the proposed conceptual design adheres to the ARB Guidelines. This preliminary procedure shall serve as a safeguard measure to identify any issues that may delay the granting of the Final Approval by the ARB, the Building Permits, and the beginning of construction. Preliminary approvals are valid for one hundred and eighty (180) days from the issuance of the approval by the ARB. In the case the Final Design Review does not occur within one hundred and eighty (180) days of the Preliminary Approval, this said Approval will be considered as expired and another Preliminary Design Review and consequential

Application Review Fee will be required.

2. Final Design Review

This review is based on the premise that the design has been submitted for Preliminary Design Review and constructive comments were issued by the ARB. In the Final Design Review, the ARB shall revisit comments from the Preliminary Design Review and verify that all open issues were rectified in accordance with the ARB's expectation. Depending upon the nature and magnitude of new comments resulting from the Final Design Review, a revised set of Construction Documents may be requested for further review prior to the commencement of the Lot Stake-out Review. Otherwise, an approval to proceed will be granted either fully or with conditions to be addressed during the construction process. The Final Approval is valid for twelve (12) months from issuance of the approval by the ARB. The following items are necessary for submission in order for the Final Design Review to take place:

- a. Final Architectural Design Review Application (completed)
- b. Payment of the applicable ARB Application Review Fee
- c. The required Design and Construction Documents (See the following Submission Requirements)

All comments resulting from the Preliminary and Final Design Reviews will be issued in writing within seven (7) business Days of the review date. In order to resolve any potentially contentious issues in an amicable manner, it is encouraged that a follow-up meeting take place at the earliest convenience of both the Owner and a member of the ARB.

E. Design Review Submission Requirements

The submission of a comprehensive and professionally presented set of Construction Documents is essential to provide a systematic and uniform approach to the review of the proposed residential construction. For both the Preliminary and Final Design Reviews, two (2) sets of blueprinted or bond copied construction documents are required. The required sheet size of these plans is 24" x 36". Incomplete submissions which do not fulfill each of the following criteria will not be reviewed until all required items of information are submitted. Once complete submissions are received by the ARB, the ARB then has 30 (thirty) days to review and approve/deny the request.

Preliminary Design Review -Submit the Preliminary Architectural Design Review Application with the following information along with Review Fee of \$500.00

1. Site Plan – scale 1" = 20' From a Licensed Surveyor

Topography plan of lot with the following:

- ✓ Property lines and building setback lines.
- ✓ House Footprint located on plan in location of proposed building site.
- ✓ Location of driveways, walkways, patios, deck structures, porches, loggias, porte-cocheres, pergolas, retaining walls attached to foundation or house and any other hardscape to be located around the home.
- ✓ Proposed drainage patterns and erosion control.
- ✓ Storage areas for construction materials.
- ✓ Storage areas for dirt.
- ✓ Tree Survey with existing trees 6" diameter and up.

2. Foundation /Garden Level Plan (lower level)— scale 1/4" = 1'0"

- ✓ Overall dimensions.
- ✓ Windows and exterior doors coordinated with elevations.
- ✓ Patios, porches, deck structures, loggias, light wells, retaining walls attached to foundation.
- ✓ Unfinished areas, crawl spaces, unexcavated areas.
- ✓ A/C compressors, utility meters, service yard locations.
- ✓ Square footage calculation of conditioned area.

3. Floor Plans – scale 1/4"=10'

- ✓ Overall dimensions.
- ✓ Windows and exterior doors coordinated with elevations.
- ✓ Location of driveways, walkways, patios, deck structures, porches, loggias, porte-cocheres, pergolas, retaining walls attached to house.
- ✓ A/C compressors, utility meters, service yard locations.
- ✓ Square footage calculation of conditioned area.

4. Roof Plan – scale 1/4"=10'

- ✓ Drawn accurately in accordance with elevations.
- ✓ Roof pitches (no less than 6/12), overhang dimensions (no less than 12").
- ✓ Chimneys, dormers, cupolas, widow's walks, and etc.

5. Exterior Elevations – scale 1/4"=10'

- ✓ All four (4) primary elevations.
- ✓ Roof pitches.
- ✓ Exterior finish materials, including color choices.
- ✓ Primary vertical dimensions.

Final Design Review -Submit the Final Architectural Design Review Application with the following information:

1. Site Plan – scale 1" = 20'

Topography plan of lot with the following:

- ✓ Property lines and building setback lines, easements.
- ✓ House footprint located on plan in location of proposed building site.
- ✓ Location of driveways, walkways, patios, deck structures, porches, loggias, porte-cocheres, pergolas, retaining walls attached to foundation or house and any other hardscape to be located around the home.
- ✓ Proposed septic tank location.
- ✓ Drainage patterns and erosion control locations (silt fence, bulk heads etc.).
- ✓ Storage areas for construction materials.
- ✓ Storage areas for dirt.
- ✓ Flagged trees to be saved.

2. Foundation Level Plan (lower level) – scale 1/4" = 1'0"

- ✓ All notes and dimensions necessary for construction.
- ✓ Sizes of windows and doors noted and drawn accurately.
- ✓ Interior structural columns and load bearing walls noted.
- ✓ Footer and thickened slab locations.
- ✓ Unfinished areas, crawl spaces, and unexcavated areas noted.

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- ✓ A/C compressors, utility meters, service yard locations.
- ✓ Patios, porches, deck structures, loggias, porte-cocheres, pergolas, light wells, retaining walls attached to foundation.
- ✓ Square footage calculation of conditioned area.

3. Floor Plans – scale ¼" = 1'0"

- ✓ All notes and dimensions necessary for construction.
- ✓ Sizes of windows and doors noted and drawn accurately.
- ✓ Location of driveways, walkways, patios, deck structures, porches, loggias, porte-cocheres, pergolas, retaining walls attached to house.
- ✓ Square footage calculation of conditioned area.

4. Roof Plan – scale ¼" = 1'0"

- ✓ Drawn accurately in accordance with elevations.
- ✓ Roof pitches (no less than 6/12), typical overhang dimension (no less than 12")
- ✓ Chimneys, dormers, cupolas, widow's walks, and etc.
- ✓ Mechanical vents, roof vents.
- ✓ Footprint of floor plan and decks and/or patios superimposed with roof plan.

5. Exterior Elevations — scale ¼" = 1'0"

- ✓ All four (4) primary elevations.
- ✓ All notes and dimensions necessary for construction.
- ✓ Roof Pitches.
- ✓ Exterior finish materials drawn as accurately as possible.
- ✓ Front door and garage door design accurately depicted.
- ✓ Floor, sill, head, roof plate, and ridge heights dimensions.
- ✓ Dimensions to lovers, arches, masonry detailing and etc.
- ✓ Accurate depiction of finished grade lines.
- ✓ Seat walls, structural planters, retaining walls, stairs off decks, architectural detailing.

6. Exterior Finish Sample Board

- ✓ Roof material sample.
- ✓ Exterior veneer samples (masonry, natural siding, concrete composite siding, hard coat stucco, vinyl, stone, cast stone and etc.).
- ✓ Grout color selection.
- ✓ Window color selection and clad material (vinyl or aluminum).
- ✓ Paint and/or stain colors for siding, trim, fascia, handrails, decks, doors, garage doors, pergolas, etc.
- ✓ Supplemental photographs and illustrations are encouraged.

7. Landscape Plan – (Suggested detail to include as follows)

Topography plan of lot with the following:

- ✓ Property lines, building setback lines, easements.
- ✓ House footprint with finished floor elevations.
- ✓ Existing trees at least 6" in diameter depicting saved trees.
- ✓ Species of plant, size, spacing and quantities of plants.

- ✓ Location of driveways, walkways, patios, deck structures, porches, loggias, porte-cocheres, pergolas, retaining walls attached to foundation or house and any other hardscape to be located around the home with dimensions, materials and finishes noted.
- ✓ A/C compressors, utility meters, service yard locations screened from view with hardscape or plants.
- ✓ Courtyard walls, fences, sight screens.
- ✓ Exterior lighting layout - if applicable.
- ✓ Pool, spa, and deck areas - if applicable.

F. Lot Stake Out Requirements

In addition to the Final Design Review Submission Requirements, the Contractor / Developer shall install a series of stakes connected by ribbon demarcating all proposed construction including: building foundation, porches, patios, decks, terraces, driveways, walkways and if applicable pools and/or spas etc. must be installed for ARB review. All trees proposed to be removed are also to be flagged. In no case shall there be any disturbance to the site until the "Moonlight Bay on Lake Keowee ARB" has given Final Approval in writing. The ARB may at its discretion agree to a conditional start of construction upon Preliminary Design Approval but construction may not progress on any work as depicted in items E6 and E7 above or on changes from Preliminary Design Approval until submitted and approved with Final Design Approval.

Once approval is granted and all local code requirements have been met and governmental permits have been addressed and issued, site disturbance may commence.

G. Moonlight Bay ARB Final Approval

Moonlight Bay on Lake Keowee ARB Final Approval shall be granted in writing once the Final Design Review conditions have been met, Lot Stake Out Review has taken place and the Application Fee has been made.

H. Changes to Approved Plans, Specifications and Site Locations

If there have been any changes to the approved plans, specifications or site location, the changes must be approved by the Moonlight Bay on Lake Keowee ARB. A form is to be filled out and submitted to the ARB for approval. See the forms section at the back of The Moonlight Bay on Keowee Architectural Guidelines.

I. Construction Progress Inspections

Moonlight Bay on Lake Keowee ARB shall have the right, but not obligation, to monitor the construction progress to ensure that ongoing construction is compliant with the approved set of construction documents.

J. Limiting Conditions of the Guidelines

These Guidelines establish the design standards as of May 2014 and have been updated as June 7, 2018. As such they do not apply to constructed homes prior to June 2018 but shall take effect for the

Single-Family Residences at Moonlight Bay on Lake Keowee with plans submitted to the ARB after July 1, 2018. They do not supersede (except where more restrictive) the Declaration of Covenants, Conditions and Restrictions, municipal, county, state, or federal regulations, or other legally binding agreements involving the Developer.

K. Disclaimer of Liability

Neither the Moonlight Bay on Keowee ARB, the Developer, nor any of their representatives, successors or assigns shall be liable for damages to anyone submitting plans for approval, or to any Owner, Builder, Contractor, Designer, Architect, Visitor or Occupant of any of the property in Moonlight Bay on Lake Keowee by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans.

No ARB approval as provided herein shall be deemed to represent or imply that the proposed improvement, if constructed in accordance with the approved plans and specifications, will result in properly designed and constructed improvement or that it will meet all applicable building codes, governmental or agency requirements.

The issuance of Moonlight Bay on Keowee ARB Final Approval does not take the place of other governmental approvals and permits.

All such approvals and permits are the responsibility of each Owner.

Section 4
Architectural Design Guidelines

A. Conceptual Approach

The Architectural Design Guidelines have been composed with the principal objective of establishing an exemplary community in which the homeowner is pleased with the aesthetic quality of the residences and the community is recognized as an exceptionally attractive place in which to live. The design parameters set forth within these Guidelines are intended to promote aesthetically pleasing design toward fostering an enduring community of timeless architecture.

B. Site and Building Design Parameters

(For more information see Article VIII, Section 8, page 16 of the Declaration of Covenants, Conditions and Restrictions - Moonlight Bay on Lake Keowee)

1. Building Setback Requirements

Street Setback (from front lot line) 30 feet

Rear Setback

Lakefront 50 feet from the high-water mark (804 feet above sea level)

Interior 50 feet from rear lot line (ARB to decide on a case by case basis whether to allow a variance due to lot configuration)

Side Setbacks 10feet from side lot line

Note: No masonry mailboxes or other structures or improvements may be constructed or placed within the right-of-way of any Road so as to prevent such Public Road from being accepted by the Oconee County Public Works Department or other governmental entity for maintenance. However, masonry entry columns and/or iron gates may be constructed behind the street lot line.

2. Dwelling Size

One story dwelling no less than 2000 square feet of living space

Multi-story dwelling Entire dwelling no less than 2400 total square feet of living space (Equals total square footage of all floors)

Main/street level no less than 1500 square feet of living space

3. Maximum Height Limitation

The maximum number of stories permitted above ground level is two (2) not including walk-outs or basements.

4. Finished Floor Elevation

The ARB encourages a prominent or elevated appearance of the residence as it relates to the site. Thus, if construction permits, two feet (2') of veneered foundation from finished grade to the Main Level of the finished floor elevation is recommended.

5. Minimum Roof Pitch

Primary roof areas shall have a minimum slope of six feet (6') vertical to twelve feet (12') horizontal or 6:12.

Primary roof areas shall have a minimum of a twelve-inch (12") overhang.

Secondary roof masses over porches, loggias, bays, etc. are permitted to be less than 6:12 (but not less than 4:12) as long as aesthetically suitable proportions have been preserved.

6. Garage Orientation

Each residence shall have a garage with provision for enclosed parking for no less than two (2) vehicles and no more than three (3) garage doors.

The required minimum height of garage doors is eight (8) feet, with a maximum height of twelve (12) feet.

All garage doors shall be detailed and finished in a style consistent with the style of the residence.

7. Pools Spas and Recreational Equipment Above ground pools are prohibited.

All pools, spas and recreational equipment are to be located between the residence and the rear building setback line and not within view from the street.

Pool equipment enclosures must also be located within the setback of the nearest side property line. They shall be architecturally consistent with the residence and treated with similar massing, materials, and details. Pool equipment may be screened with Landscaping in accordance with Section 5 paragraph B.

Retaining walls to support pools or pool deck areas are preferred to extend no higher than five feet (5') above the natural grade line. In the case taller walls are necessary due to topographical demands, such walls shall be veneered with masonry and/or heavily landscaped to improve the aesthetic appeal.

One (1) outdoor play structure is permitted per residence and it must be located within the rear building setback line and not visible from the street. In the case of waterfront lots, such play structures must be screened from view from the lake and located within the building setback line, but no closer than seventy-five feet (75') from the rear property line.

8. Fences and Walls

Fences and walls shall be aesthetically commensurate with the architectural design and utilized to transition the massing of the residence to the natural topography of the site and shall be no more than 6 (six) feet in height.

Privacy fences that circumvent a portion of the property shall be prohibited. There shall be special consideration given to the impact fences or walls may have on neighboring residences. Such structures are meant to provide a certain level of security and define spaces such as courtyards, pools, play areas, etc. but are not meant to be used as privacy walls.

It is preferred that fences and walls be constructed of masonry, natural stone, cast stone, or wrought iron or similar material. Wood fences can be approved by the ARB conditioned on the incorporation of masonry piers and otherwise complying with Section 15 of the Covenants, Conditions and Restrictions as currently in force.

Chain link and welded wire fencing is strictly prohibited, except that 2"x 4" metal mesh may be used with split rail fencing to contain animals or children within rear or side yards.

All fence and wall designs are required to be submitted with the Landscape Drawings for Final Design Review.

9. Exterior Lighting

Beyond practical purposes, exterior lighting shall be designed and installed to enhance the architectural and landscape features of the residence. The quantity and location of lighting shall be sensitively planned to preserve the privacy of neighboring residences. As a serene evening environment is desired throughout the community, light pollution shall be avoided.

C. Quality of Design Standards

General Approach

The residence shall be located sensitively on the lot so that the natural topography, vegetation and unique site features are to be minimally disrupted.

All aspects of design including site planning, architecture and landscape improvements shall be consistent in quality and aesthetic presence.

The architectural style of the residence shall be well developed and sensitively detailed in accordance with traditional regional architectural elements.

Exterior Finishes

Brick, cast stone, natural stone or hard coat stucco shall be the only finishes permitted to cover foundation walls. Unfinished concrete walls or block walls are prohibited.

Primary and secondary exterior veneers approved by Moonlight Bay on Lake Keowee are as follows:

- Natural siding
- Natural shake shingles
- Natural board and baton siding
- Concrete composite siding

- Concrete composite shake shingles
- Concrete composite board and baton Brick
- Natural Stone Cast Stone
- Hard coat stucco
- Vinyl siding (rear elevations only)

No log cabins (or structure resembling a log cabin or having the architectural characteristics of a log cabin), mobile home, modular home or shell home may be erected or permitted to remain on any Lot.

Deck and porch posts can be made of 8x8 posts (minimum). All support posts must be in balance with the rest of the structure and compliment the aesthetics of the home. The use of wood posts or columns for patios with stone columns above for covered decks is prohibited. However, stone columns for patios with wood posts for covered decks above are acceptable.

Exterior materials and colors shall be selected in accordance with traditional palettes the range of which is to be used with restraint. A tasteful mix of materials and colors on the front elevation is suggested. In order to preserve a unique presence of each residence, color selections shall be distinctive but cohesive with the neighborhood and community as a whole.

Roof Treatment

Roof materials, shapes and pitches shall be commensurate with the architectural style of the residence. Roof configurations shall be planned thoughtfully to avoid awkward shapes and unusual intersections. Ancillary roof elements such as dormers and cupolas shall be detailed consistent to the remainder of the residence.

Acceptable roof materials are:

- Fireproof wood shake shingles
- Natural or synthetic slate
- Flat clay or concrete tile
- Dimensional architectural asphalt shingles (min. 30 year)
- Factory painted seamed aluminum
- Copper (only on ancillary roofs).

Attic vents and plumbing vents shall be constructed as unobtrusively as possible, located on the rear roof plan, and treated or painted to blend with the roof color.

Roof eaves and rakes shall be accented with fascia boards, freeze boards and trim.

Gutters and downspouts shall be utilized at all roof eaves with the exception of small ancillary elements such as dormers and cupolas. All gutters and downspouts shall be factory finished aluminum or copper. All downspouts are to be connected to corrugated drainage pipes to run water away from home. These pipes must be covered with dirt and cannot drain onto a neighbor's property.

Elevated Decks and Handrails

Deck columns or piers are preferred to be constructed of 8x8 posts (minimum), brick, stone, cast stone, or stucco.

Deck and porch posts can be made of 8x8 posts (minimum). All support posts must be in balance with the rest of the structure and compliment the aesthetics of the home.

For front porches lattice material is not permitted for skirting. The skirting material should be in balance with the rest of the structure and compliment the aesthetics of the home. Brick, stone or cast stone is suggested.

Foundations

In the case there is not a full height basement underneath conditioned living space, a crawl space at a minimum height of two feet (2') shall be required. Slab-on-grade foundations will not be permitted.

All foundation walls, exposed above the finished grade line, are preferred to be clad with masonry veneer to at least the Main Level floor line. (Hard coat stucco is acceptable).

Utility Connections

All exterior utility connections shall be located inconspicuously and away from public view. Landscape plantings and / or built partition screening are recommended methods of view obstruction.

Satellite Dishes and Antennas

Satellite dishes attached to the residence shall be permissible if sized no greater than eighteen inches (18") in diameter. The ARB shall adhere to the Telecommunications Act of 1996 with regard to satellite dishes.

All satellite dishes shall be screened, preferably by landscaping, so that visibility from the street, other residences, and if applicable, from the lake is completely obstructed.

No free-standing radio or television transmission or reception towers or antenna shall be erected without specific ARB approval. Customary roof mounted antennas are not permitted to extend more than ten (10) feet above the highest roof line of the house.

**Section 5
Landscape Design Standards**

A. Introduction

The rolling hills and mature trees that compose the tranquil ambience of Moonlight Bay on Lake Keowee serve as an extraordinary setting for a residential community. As all residences shall be designed in sensitive response to the beauty of the site, the landscape design will play a significant role toward unifying the residence with the terrain. The preservation of existing vegetation and installation of a variety of layered plantings strategically designed in harmony with the architectural backdrop shall soften the transition of site to structure and result in an unobtrusive addition to the naturally splendid environment. The specific objective of the Landscape Design Standards is to establish minimum requirements for the design and installation of site improvements in order to ensure that the quality level is commensurate with that of the architecture

B. Quality of Design Standards

A sensitive layering of various plant materials shall be required in order for the residence to achieve a visually gradual transition into the site.

The height of plant material immediately surrounding the property of the residence shall be proportionate with the vertical scale of its respective wall and roof planes.

All landscaping and other site improvements shall be sensitively designed and installed in harmony with the existing vegetative growth.

All landscaping intended to be installed for view obstruction of unsightly manmade elements shall be of evergreen species and a minimum five (5) gallon size.

All unsightly elements such as air conditioning compressors, utility meters, exhaust vents, plumbing hookups, pool equipment, satellite dishes, refuse containers, etc. shall be screened from view from all streets, neighboring residences and amenity areas.

Pertaining to waterfront lots, all mature plant material designed to be located at the far extents of rear yards shall be sensitively located to avoid the obstruction of water view corridors from neighboring residences.

Landscape added (not growing on property prior to construction), including trees, hedges, and bushes, shall not be permitted outside of the Building Setback Line and shall not be permitted to grow outside of the property line in order to avoid the obstruction of neighboring residences. Plantings shall not encroach within the Setback Line of neighboring residences and shall be trimmed to within one foot of the property line yearly to allow for growth or removed by the property owner who owns the plantings. Such Plantings that encroach within the Setback Line shall be trimmed or removed by the property owner who owns the Plantings.

All exterior site lighting shall be sensitively designed to highlight specific landscape and architectural features in a tasteful manner. Areas outside of the lot parameters that receive

direct light, especially neighboring residences, shall be strictly prohibited.

Flagpoles shall be permitted in appropriate scale to the residence and sensitively located on the lot.

All site improvements including landscape planting shall be completed within six (6) months of the completion of residential construction. In the case extreme seasonal conditions deem it necessary to delay the installation of specific plant material; the ARB shall reserve the right, but not be obligated, to grant an extension to this timeframe.

C. Tree Protection and Preservation Procedures

During the construction process it shall be important to protect all existing trees from harmful construction practices. Loose limbs and branches damaged by construction shall be cleared and removed from the site.

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January 4, 2019

Page 15 of 28

Section 6
Construction Rules and Regulations / Fees

A. Introduction

While the construction of the residences within Moonlight Bay on Lake Keowee is ongoing, great anticipation will build as the beauty of the community comes together. It is important to emphasize that the manner about which construction sites are maintained shall exemplify the high standards which establish Moonlight Bay on Lake Keowee as an exceptional community. First and foremost, no construction activity including site clearing shall be permitted until the "Moonlight Bay on Lake Keowee ARB Final Approval" has been granted. These Rules and Regulations are not intended to restrict, penalize or impede construction activity, rather, they shall be enforced fairly to achieve the objectives enumerated below and to facilitate orderly and controlled construction activity thereby preserving the overall quality of Moonlight Bay on Lake Keowee.

B. Construction Schedule

A Certificate of Occupancy (C/O) shall be required within eighteen (18) months of the commencement of construction. The landscape installation must be completed within six (6) months of the completion of residential construction.

C. Hours of Construction

All deliveries and construction activities shall take place between the hours of 7:00am and 7:00pm Monday through Saturday. No deliveries or construction activities shall be permitted to take place during the following holidays: Memorial Day, Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

D. Maintenance of Construction Sites

All residential construction sites are required to provide a Dumpster. At the end of each day of work, all blowable lightweight construction debris shall be placed in the Dumpster while more substantial construction scraps shall be discarded in the Dumpster once a week at the end of each Friday. All dumpsters are required to be taken away and emptied when nearly full, so as to prevent waste materials from being blown out of the dumpsters.

An enclosed portable chemical toilet (porta-john) to be serviced weekly shall be provided for each residential construction site. All toilets shall be located in an inconspicuous location on the lot and no closer than ten feet from any storm structures and lot lines. It shall be sensitively positioned with the door opening away from the street and existing residences.

All construction materials or equipment shall be stored within the confines of the respective lot parameters and away from adjacent lots, sidewalks and streets.

Construction office trailers shall not be permitted at the construction site.

The only signs or documentation permitted to be displayed on the construction site is the Building Permit and the General Contractor's sign. These signs are to be a maximum of five (5) square feet total. Business signs of sub-contractors or other forms of advertisement are prohibited.

All debris, clumps of dirt and construction materials or trash on the roadway as a result of construction related work must be broom cleaned and/or picked up daily and the roadway returned to its original condition.

Silt fences or other sedimentation control devices shall be installed where necessary in accordance with Oconee County standards as a minimum, and to avoid runoff of silt and soil into the lake, roads and storm drains.

A suitable washout area for concrete trucks shall be provided within the confines of the respective lot parameters and distant enough from adjacent lots, sidewalks, streets and storm drains to prevent runoff into these areas and structures. In no circumstances are concrete trucks permitted to washout on the subdivision roads, into storm drains or on unimproved lots owned by others.

The cleaning of the roads, storm drains or lots as a result of the lot owners or his contractor's negligence in adhering to these requirement is the lot owner's responsibility. If the lot owner or his contractor fail to provide for this remedy the ARB will, after two full work days' notice to the owner's email account submitted with the initial application, use the owner's escrow account to pay for the cleaning with an outside contractor.

In addition, a temporary crushed gravel road shall be put in place and maintained sufficiently to prevent mud tracking of vehicles driving to and from the construction site. Requirements of the roadway includes; butting to the roadway, flared to allow vehicle turning radius, sufficient width (minimum 12'), and running the length from the road access to the construction site and covering any staging / drop off area.

Management of clumps of all dirt and debris left in the roadway is necessary to prevent MLBOLK residents from having to walk and drive through the mud, as well as prevention of mud moving into the storm sewers and into the lake. A failure to comply with this requirement will result in a notification to the owner's email account and or phone on record with the ARB to clean up the mud/debris within two full working days or MLBOLK will contract with a street cleaner to remove the mud and debris and costs will be assessed to the property owner's Escrow account.

E. Miscellaneous Items

During construction hours, vehicles shall be parked to avoid obstruction of normal traffic flow and damage to existing vegetation. Vehicles shall not be permitted to be left in the community overnight. The washing or maintenance of vehicles shall be prohibited. If

construction vehicles get mud or dirt on the street, they must remove it back to the construction lot. The Lot Owner is responsible to communicate this to all General and sub-contractors and assure dirt and debris is removed promptly.

The maximum speed limit permitted within Moonlight Bay on Lake Keowee is twenty-five miles per hour (25mph), which shall be adhered to by all homeowners, guests, and construction personnel.

Loud music or other disturbing noise shall not be permitted within the community. All amenity areas shall be off limits to residential construction personnel.

In the case any utility equipment or lines are damaged by construction activity, such incidents shall be reported to the appropriate utility company immediately.

Any resident, at any time, may be assessed a fee, if not already covered by a sufficient Escrow Deposit (Page 3, Section 3, paragraph C) to repair/replace damage caused by the homeowner, guest, and/or construction personnel to common and/or county property.

F. Conclusion

The future success of Moonlight Bay on Lake Keowee as one of Oconee Counties finest residential communities is entirely reliant upon the respectful and serious treatment and consistent application of these Architectural Design and Construction Guidelines by all individuals associated with the development including: homeowners, development staff, operations personnel, construction teams, etc. As such it is incumbent upon all property owners to convey these Architectural/ Landscape Guidelines to any and all entities engaged in construction or allied activity on their behalf so they can be in total compliance of these expectations. Violations shall result in assessments levied against the Owner's representative or their Escrow Deposit and repeated disregard for these expectations shall be cause for denial of access to the development. As the Moonlight Bay on Lake Keowee Board and the ARB shall allow for improvement of the content and / or method of facilitating the expectations establish herein, the ARB reserves the right to make amendments however and whenever it deems appropriate. shall allow for improvement of the content and / or method of facilitating the expectations establish herein, the ARB reserves the right to make amendments however and whenever it deems appropriate.

**Section 7
Owner Lot Maintenance**

A. Improved Lots. (With Home)

Owners will maintain all lots between the home and the road on a regular interval including but not limited to lawn maintenance (Seeding, fertilizing, pruning, raking and otherwise caring for lawns), maintenance of trees, shrubs, and mulched bed areas.

Sight Distance at Intersections. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

B. Improved Lots. (Without a Home)

Improved lots include any lot that at any time has been cleared or under brushed. Lots shall be bush hogged or cleared at least once every 2 years (considering current weather conditions) to prevent underbrush from getting out of control (leaving trees according to covenants).

Sight Distance at Intersections. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

C. Un-improved Lots.

Owners will maintain all lots as follows:

Maintain/cut grass on road frontage on a "Regular Interval".

Lots should be maintained on a minimum setback as established in the mowing patterns in 2015. Unsightly, diseased, or dying trees should be removed from lots (where visible from the road).

Sight Distance at Intersections. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Regular Interval definition – Grass cutting twice a month during rapid growth season (June through August) and as needed during the rest of the year.

D. Penalties.

Failure of an owner to comply will cause the Association to notify the owner, in writing of their intent to provide the necessary maintenance, repair, or replacement deemed necessary. The owner will have ten days after receipt of notice in which to complete such maintenance, repair or replacement, or if such maintenance, repair or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable time. If an owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such owner is subject and shall become a lien against the lot.

Section 8 Outbuildings

Construction and completion of any outbuilding is preferred to be completed either during or after the construction of the residential dwelling. This interpretation and decision is intended to be effective on September 12, 2013 for construction to be completed after this date. Prior completed construction shall be grandfathered and shall be deemed to conform and in compliance with, the Moonlight Bay on Lake Keowee POA, Inc. CC&R's and ARB Guidelines. In lieu of a currently completed residential dwelling, any outbuilding must meet and comply with the strict guidelines as provided in the Declaration of Covenants, Conditions and Restrictions – Moonlight Bay on Lake Keowee as well as the Architectural / Landscape Guidelines. The commencement and completion of construction of any outbuilding must first meet ARB guidelines and must receive ARB approval for the construction plans. The Lot owner **must apply for and provide proof of a current Building Permit** and must comply with all building codes in order to obtain a Building Permit. The construction plans for the outbuilding must be architecturally compatible with the plans for the dwelling. All plans must receive ARB approval prior to the commencement of construction of the outbuilding. Plans and designs must be submitted to the ARB for approval for the outbuilding and associated landscaping and shall include plans for the residential dwelling. The Lot owner shall agree to complete the construction in a park like setting (see next page for an example) and must agree to maintain the Lot on a "Regular Interval," so the landscape is maintained in good order.

By way of a summary, and not fully inclusive, the MLBOLK Board summarizes the following sections in reference to the construction of dwellings, outbuildings, or other structures or improvements. The following guidelines will apply to the construction of any outbuilding, wherein the outbuilding is completed prior to the commencement of construction of the residential dwelling, which is assumed to be constructed in the near future.

The Declaration of Covenants, Conditions and Restrictions of Moonlight Bay on Lake Keowee shall apply the following supplemental guidance for the following sections as contained in Article VIII – Restrictions.

Sections 3 and 4 – The ARB shall require that all outbuildings are permanently affixed to the property, covered with approved exterior materials, underpinned with a solid brick, brick or stone-covered block or stucco foundation. The exterior surface of any outbuilding shall be architecturally compatible with, and of material and construction comparable with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling anticipated to be constructed on the lot. All buildings shall have roofs of not less than 6 in 12 pitch and not less than 12-inch overhang, with ARB approved coverings.

Section 18 – The ARB shall require regular maintenance of the Lot after the completion of construction of any outbuilding. The clearing of the lot must comply with ARB approved construction and landscape plans and must be followed, after construction of the outbuilding, by regular mowing of all grass areas.

Section 19 – The ARB shall require a concrete or asphalt area which provides space for parking two automobiles off the street.

Moonlight Bay on Lake Keowee
Preliminary Architectural Design Review Application
Page 1 of 3

Submit this form with two (2) copies of Preliminary Drawings (specified in this document) along with a check in the amount of \$500.00 (five hundred and no/100 dollars) for the Application Review Fee and a check in the amount of \$3,000 (three thousand and no/100 dollars) for the Escrow Fund both made payable to Moonlight Bay on Lake Keowee POA. One copy of this form will be kept in the ARB's files and one copy will be returned to the Owner. Submit remittance to: Moonlight Bay on Lake Keowee POA, at the address of the MLBOLK Treasurer.

Date _____ Moonlight Bay Lot # _____

Owner: Name _____
Street _____
City _____ State _____ Zip _____
Phone _____ E-mail _____

Builder: Name _____
Street _____
City _____ State _____ Zip _____
Phone _____ E-mail _____

This submission is for **NEW CONSTRUCTION** only. Use a separate form (attached) for changes / additions to new construction after ARB approval.

Has this plan been previously approved for another lot? _____

If yes, for which lot? _____

Is the elevation style substantially different? _____

Air-Conditioned Space (first floor) _____

Air-Conditioned Space (second floor) _____

Air-Conditioned Space (lower level) _____

**Moonlight Bay on Lake Keowee
Preliminary Architectural Design Review Application
Page 2 of 3**

Total Net Square Feet Covered	_____
Porches	_____
Garage / Storage	_____
Other	_____
Total Gross Square Feet	_____
Height from highest grade at building to roof ridge	_____
Height from crown of road to roof ridge	_____
We propose to commence construction on or about	_____

The following documents are included with this application

- _____ Preliminary Design Review Application
- _____ Preliminary Site Plan
- _____ Foundation / Garden Level Plan (lower level)
- _____ Floor plan
- _____ Roof plan
- _____ Exterior Elevation
- _____ Application Review Fee (\$500.00) made payable to Moonlight Bay on Lake Keowee POA
- _____ Escrow Fund (\$3,000.00) made payable to Moonlight Bay on Lake Keowee POA

I certify that, as owner of the above subject property, all the above information is true and accurate and that I have read and will abide by the Architectural / Landscape Guidelines for Moonlight Bay on Lake Keowee. I also acknowledge that per Section 6, Par. F, special assessments may be levied against the property owner or debits made to the owners' escrow account for their contractor's failure to comply with construction rules and regulations, with emphasis on Paragraph D, Maintenance of Construction Sites. I confirm that my contractor has or will be given a copy of these guidelines before any construction begins.

Owner _____	Date _____
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Moonlight Bay on Lake Keowee
Preliminary Architectural Design Review Application

Page 3 of 3

Committee Use

Date Received _____

The Architectural Review Committee has reviewed the foregoing application and rendered the following decision:

_____ Approved

_____ Approved with limiting conditions

_____ Denied

Comments (recommendations) : _____

Limiting conditions to be approved prior to construction: _____

Chairperson / Architectural Review Board

Date

Preliminary approvals are valid for one hundred and eighty (180) days from the issuance of the approval by the ARB. In the case the Final Design Review does not occur within one hundred and eighty (180) days of the Preliminary Approval, this said Approval will be considered as expired and another Preliminary Review and consequential Review Fees will be required.

January 4, 2019

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**Moonlight Bay on Lake Keowee
Final Architectural Design Review Application
Page 1 of 2**

Materials and Colors:

	Material	Color
Foundation		
Exterior Veneer (Primary)		
Exterior Veneer (Secondary)		
Exterior Trim		
Front Door		
Shutters		
Garage Door		
Roof		
Windows		
Front porch skirting and stairs		
Other		

The following documents are included with this application

- _____ Final Design Review Application
- _____ Final Site Plan
- _____ Foundation / Garden Level Plan (lower level)
- _____ Floor plan
- _____ Roof plan
- _____ Exterior Elevations
- _____ Landscape Plan and specifications
- _____ Color Board

I certify that, as owner of the above subject property, all the above information is true and accurate and that I will abide by the Architectural / Landscape Guidelines for Moonlight Bay on Lake Keowee.

Owner

Date

January 4, 2019

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**Moonlight Bay on Lake Keowee
Final Architectural Design Review Application
Page 2 of 2**

Committee Use

Date Received _____

The Architectural Review Committee has reviewed the foregoing application and rendered the following decision:

_____ Approved

_____ Approved with limiting conditions

_____ Denied

Comments (recommendations) _____

Limiting conditions to be approved prior to construction: _____

Chairperson / Architectural Review Board

Date

The Final Approval is valid for twelve (12) months from issuance of the approval by the ARB.

**Moonlight Bay on Lake Keowee
Architectural Review Change Application for New Construction**

Page 1 of 1

USE THIS FORM, IF NECESSARY, AFTER FINAL ARB APPROVAL FOR CHANGES TO CONSTRUCTION OF NEW HOME

Lot Number _____

Owner's Name _____

Owner's Address _____

Description of requested change

Reason for Change

ARB Use:

_____ On-Site Inspection Conducted

Inspected By: _____ Date _____

_____ Conditional Approval

Approved

Conditions: _____

Reviewed and approved by Moonlight Bay on Lake Keowee ARB

By _____ Date _____

Signature

**Moonlight Bay on Lake Keowee
Request for Final Inspection**

Page 1 of 1

Lot Number _____ Date _____

Owner's Name _____

Owner's Address / Phone / Fax: _____

Requested Date of Inspection: _____

I do hereby certify in good faith that the contracted structure on said lot does conform to the Moonlight Bay on Lake Keowee Architectural / Landscape Guidelines and the final plans as approved by the ARB. All site work, landscaping, cleaning, removal of temporary utilities and repair of damage to rights of way and common areas has been implemented. Enclosed is a certified copy of a survey showing as-built dock/pier location.

Owner's Signature Date

January 4, 2019

Page 27 of 28

**Moonlight Bay on Lake Keowee
Architectural Review Change Application to Existing Home
Page 1 of 1**

USE THIS FORM, IF NECESSARY, FOR ADDITIONS / MODIFICATIONS TO EXISTING HOME/LANDSCAPE

Owner's Name _____

Owner's Address _____

Description of requested change/addition

Anticipated start date _____
Anticipated completion date _____

No changes may be made to the plans after approval without written consent from Moonlight Bay on Lake Keowee ARB.

Required Documentation:
This form, completed and signed by homeowner
Complete plans/drawings of change / addition, including size, materials, colors, etc. as required by Architectural/Landscape Guidelines
Copy of plat indicating where change/addition is to take place

Signature of Applicant: _____ Date: _____

ARB Use

____ Reviewed and APPROVED by Moonlight Bay on Lake Keowee ARB Approval only good for 60 days from date below.

____ Reviewed and DENIED by Moonlight Bay on Lake Keowee ARB

____ Due to risk of mud and debris on roads Escrow is due ____ not due ____ in the amount _____.

Reason for Denial

By: _____ Date: _____

Signature: _____



MOONLIGHT BAY
ON LAKE KEOWEE

Resolution for the Terms of Penalties and Remediation for Violation of Moonlight Bay on Lake Keowee POA, INC. Declaration of Covenants, Conditions, and Restrictions.

At a scheduled Meeting of all duly authorized Board Members of Moonlight Bay on Lake Keowee POA, INC. (hereinafter "MLBOLK POA, INC.") held on Dec 11th, 2018, it was RESOLVED THAT:

In consequence to a property owner's continued and willing violation of the MLBOLK POA, INC. CC&Rs, the Board will regrettably have no option but to enforce the CC&Rs as empowered in the Bylaws and the CC&Rs.

The following lists the remedy process for violations of CC&Rs.

I) Communication of violation

- a) 1st, shall be made amiably and verbally
- b) 2nd, shall be made in writing and approved by the Board. The date of infraction shall be noted, as well as the requested remedial date, and the penalties for continued violation past a reasonably established remedial date. Written Notice shall be sent via registered mail.

II) Effective date of penalties

- a) Where upon remediation is not made by the requested date, any and all penalties shall be effective as of the initial written communication date.
- b) Should a change in CC&Rs subsequently occur, which would no longer result in an infraction, any fines and penalties shall continue to be valid up through the date of formal change.

III) Penalties

- a) In all cases, the property owner shall loose their voting privilege for a period deemed appropriate by the board, in accordance with the Association's ByLaws and CCRs.

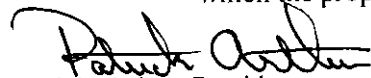
Property having a revoked voting privilege will no longer be counted in the basis, up until the privilege is returned or ownership has changed, nor will the property owner be allowed to serve on the board.

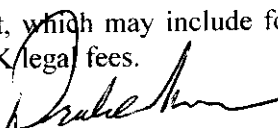
- b) For violations involving clean up during the construction process, the ARB guidelines will take precedence.
- c) In addition to loss of voting privilege, fines for violations of Covenant Article VIII – Restrictions (effective 1st written notice) will be applied at a daily rate of \$25 /day, which may be increased by a maximum of 10% / year based on Board vote without change to this resolution. These fines serve as a supplement to any remedial actions defined in the Moonlight Bay on Lake Keowee POA, INC. Declaration of Covenants, Conditions and Restrictions.

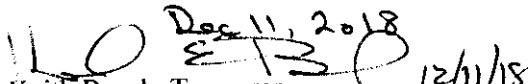
- d) Penalties for violation of all other covenant sections to be determined by Board hearing.

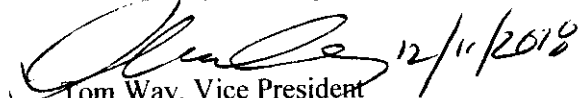
IV) Enforcement

- a) Penalties will be communicated by invoice, payable within 60 days. Failure to make payment within 60days will result in MLBOLK's legal counsel applying a lien on the property until payment is made.
- b) A judgment for court order for remedy may be sought, which may include foreclosure on the lien, for which the property owner will bear the cost of MLBOLK/legal fees.


Patrick Arthur, President

 12/11/2018
Drake Sears, Secretary

 Dec 11, 2018
Keith Busch, Treasurer

 12/11/2018
Tom Way, Vice President

 12/11/18
Mark Haberman, Vice President