

each dwelling shall have accommodations for at least two cars; said garage area, attached or unattached, shall have at least 400 square feet of area; provided, however, if the dwelling to be erected on said lot of land has at least 1,600 square feet of heated living area, then the garage may be omitted. If the garage is omitted under this provision, but is later erected, the plans shall be approved by the Architectural Review Committee. No building shall exceed three stories in height.

3. **BUILDING LOCATION.** No part of any building shall be located on any lot nearer than fifty (50) feet to the front lot line, and no part of any building shall be located nearer than ten (10) feet to any side lot line. No dwelling shall be located on any interior nearer than twenty (20) feet of the rear or side lot lines, overhangs included, provided it is first authorized by the Architectural Review Committee; provided, however, that anyone who purchases two contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said dwelling on the common lot line between the two said contiguous lots; however, this shall in no way waive the requirements contained herein concerning rear and side lot lines with respect to said two contiguous lots. "Front Lot Line," as referred to herein, is that part of the lots which faces a paved road, located in Cedar Creek at Keowee Subdivision. It is specifically understood and agreed, however that the property owner of an irregularly shaped lot who wishes to have the above requirements waived because of the shape of such lot may submit to the Architectural Review Committee a plot plan showing an alternative location for a residential structure. Approval of any deviation from the above requirements is vested in the sole discretion of the Architectural Review Committee. The consent to one such deviation shall not operate to demonstrate a consent to any subsequent request for deviation.
4. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. **TEMPORARY STRUCTURES.** No structure of a temporary character such as a trailer, motor home, camper, shack, garage, basement, barn or other outbuilding, shall be used or left on any lot at any time as a residence, either temporarily or permanently; nor will it be permissible to stockpile any form of construction materials or [the parking of] park any equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house. Since Cedar Creek is a lakeside community, boat trailers may be parked on homeowners' lots or specifically designated common areas as an exception to this rule.
6. **CONSTRUCTION.** Any structure must be completed within one (1) year after the initial construction has been commenced. No concrete blocks, cinder blocks or any similar type building materials shall be used in connection with the construction of any building erected upon said lots so that said materials are visible from the exterior of said building. All concrete block must be covered with rock, stacked stone, brick, stucco, or other suitable building material so as to make the cinder blocks invisible.

7. **SIGNS.** Property owners may erect tasteful decorative signs with their lot, name, name for their property, and/or their house number. The Architectural Review Committee shall have the sole discretion to determine whether or not the sign meets the standards of "tasteful" and can require a homeowner to remove any sign that does not meet its standards. Temporary "For Sale" signs will be allowed on each property but must be removed when the property is no longer for sale. The CCPOA may also erect signs informing residents or guests of matters relating to use of the common areas.
8. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised or bred, or kept on any lot; except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Keeping of nuisance or dangerous pets is prohibited.
9. **SEWAGE DISPOSAL.** No property owner's sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Pickens County Health Department or such other governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such systems, as installed, shall be obtained from such authority. In no event shall such a system be located as to contaminate any stream, pond, or lake.
10. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping grounds for rubbish. Trash, garbage or other waste shall not be kept except in containers approved for sanitary conditions. All garbage cans and containers shall be screened in a manner which is not visible from the paved road. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.
11. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or other shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
12. **PROPANE TANKS.** All propane gas tanks or containers shall be covered, hidden by landscaping, or buried underground so as not to be visible from the paved road in a manner consistent with normal safety and environmental precautions.

13. **TELEVISION ANTENNAS AND SATELLITE DISHES.** No tower for a television antenna or any other antennas shall be erected over twenty (20) feet in height without the express written consent of the Architectural Review Committee. There shall be no satellite dishes over eighteen (18) inches installed in Cedar Creek at Keowee unless they are screened from view of neighbors and the paved road by decorative landscaping.
14. **BOAT DOCKS.** Private floating boat docks are permitted provided they are not used for human habitation. Each boat dock design shall be approved by the Architectural Review Committee and Duke Power. No boat dock shall be permitted to be placed in front of an adjoining lot without first obtaining written permission from the adjoining lot owner, the Architectural Review Committee and Duke Power.
15. **COMMUNITY BOAT DOCKS.** The CCPOA owns and maintains the common area adjacent to and including the community boat docks and grants an exclusive right-to-use boatslip agreement for specific property owners to be used in conjunction with their property. That said exclusive right of use of a boatslip shall be in conjunction with a non-exclusive use along with others in the walkways and other necessary apparatus of the docks. Property owners with a community boat dock agreement and their guests shall not impede the rightful enjoyment of other boat dock users or their guests by participating in any activity which would do so, including but not limited to, leaving trash in the boat dock area, throwing trash into other boats, playing loud music when other parties are present, using foul language, public drunkenness, or tampering with another individual's boat.
16. **CUTTING OF TREES.** No trees over six (6) inches in diameter shall be removed other than those necessary for construction, unless approved by the Architectural Review Committee. Dead trees or trees posing a danger to homes, decks or docks may also be removed as an exception to this rule.
17. **EASEMENTS.** There is a flowage easement in favor of Crescent Land and Timber Company to an elevation of 810 feet mean sea level, USCS datum, on all lots adjoining Lake Keowee (Duke Power Company). There is a drainage and utility easement as follows: (a) a ten (10) foot easement on all front lot lines. (b) a five (5) foot easement on all rear lot lines. (c) a ten (10) foot easement on all side lot lines, five (5) feet on each side of line, where the side lot line is greater than two hundred (200) feet. The twenty (20) foot easement reverts to a ten (10) foot easement at a point two hundred (200) feet from the rear of the lot line. A thirty (30) foot right of way from the center of all roadways and all common areas will be maintained to the extent possible by the CCPOA.
18. **ARCHITECTURAL REVIEW COMMITTEE.** The Architectural Review Committee shall consist of three (3) or more property owners of Cedar Creek. Successor or substitute committee members shall be appointed by the remaining members of the committee. Any approvals granted or actions taken by the

Architectural Review Committee shall be by the consensus of at least two-thirds of its members.

19. ARCHITECTURAL CONTROL. No building shall be erected or placed on any lot until the construction plans and specifications and a blueprint plan showing the location of such structure have been approved, in writing, by the Architectural Review Committee, as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval by the Architectural Review Committee shall also be contingent upon the payment of any required fees. Approval or disapproval by said Architectural Review Committee shall be given in writing within thirty (30) [working] days after the Architectural Review Committee has received said plans. In the event the Architectural Review Committee, or their agents, fail to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to them, or in any event, if no suit to enjoin construction prior to the completion thereof has been instituted, approval will not be required and full compliance with the related covenant will be deemed to have occurred. Written rules approved by the CCPOA shall govern the Architectural Review Committee and will be given to all property owners who indicate they wish to begin construction in the near future.

20. CEDAR CREEK PROPERTY OWNERS ASSOCIATION.

- A. CCPOA has been formed as a non-profit corporation. Every person or entity who is a record owner of a fee or undivided fee interest in any lot in Cedar Creek at Keowee Subdivision, Phase I, II, III and IV, shall be a mandatory member of the Association. All members of the CCPOA shall be governed and controlled by the Articles and By-Laws thereof.
- B. The CCPOA shall be solely responsible for the exclusive management and control of all common areas and all improvements thereon including roadway right of way and shall keep same in good, clean, attractive, safe and sanitary condition, order and repair.
- C. Every member of the CCPOA and their designated family members and guests shall have a right and easement of enjoyment in and to the common areas in Phase I, II, III and IV which shall be appurtenant to and shall pass with title to each lot.
- D. The term "common areas" shall include but not be limited to all roadways, streets and adjacent rights of way within Cedar Creek at Keowee, all recreational facilities, and all water and utility systems providing service to residents therein.
- E. Each owner of any lot by acceptance of a deed thereto is deemed to covenant and agree to pay to the CCPOA annual general assessment and special assessments for capital improvements. All such assessments, together with interest thereon and

costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon such lots and shall be the personal obligation of the owner.

- F. The annual assessment and any special assessments levied by the CCPOA shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Cedar Creek at Keowee Subdivision and for the improvement, maintenance, repair and operation of all common areas and facilities. Each lot shall be assessed equally except that owners of two contiguous lots upon which a home has been built may be permitted to pay one annual assessment provided that they have legally combined the two lots into one parcel with the home. The owner of three contiguous lots that have been legally combined may be permitted to pay two annual assessments. This provision will not take effect until the first full calendar year after a certificate of occupancy has been issued by Pickens County.
- G. Special assessments for capital improvements may be levied by the CCPOA to defray the cost of construction, reconstruction, repair or replacement of any improvements upon the common areas providing said assessment shall have the assent of a majority (fifty percent {50%} plus one) of the voting members of the CCPOA. Only members in good standing who are current on all dues and assessments will be permitted to vote.
- H. Any assessment or architectural review fee or road impact fee not paid within thirty (30) days of the date due may bear interest at the legal rate. The CCPOA may bring an action at law or in equity against the owner personally obligated to pay same or foreclose the lien against the property in the same manner as foreclosure of a mortgage. Since the community boat slips (for which certain property owners have an exclusive right-to-use agreement) are in fact the property of the CCPOA, unpaid dues assessments and boat slip fees may result in repossession of a slip. When unpaid assessments and boat slip fees total \$2,500 or more, the CCPOA may repossess the delinquent lot owner's slip and sell it to the highest bidder to recover unpaid assessments and fees.
- I. No owner may waive or otherwise escape liability for assessments provided hereunder by non-use of the common area or abandonment of his or her lot.
21. **TERM.** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
22. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The various restrictive measures and

