

Ross  
42.00  
006563

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
AMENDED  
RESTRICTIVE COVENANTS  
FOR  
KEOWEE COVE SUBDIVISION  
AND  
KEOWEE COVE SOUTH SUBDIVISION

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2002 APR 29 A 10:24

PREAMBLE:

A. **KEOWEE COVE:** The Subdivision known as Keowee Cove as shown and described by a plat prepared by Freeland & Associates, dated March 10, 1989, filed with the records of Oconee County in Plat Book A-37 at page 5, ("Freeland Plat") (excluding Parcel "B" as shown by the Freeland Plat) was made subject to Restrictive Covenants dated 26 February, 1999, filed in Deed Book 1018 at page 210. The Covenants were amended by Amendment No. 1, dated March 29-30, 1999, filed with the records of Oconee County in Deed Book 1024 at page 147. The Freeland Plat showed a tract as Parcel A "Recreation Area". This parcel was later divided into Parcel "A" and Parcel "C" by a plat by Barry L. Collins dated March 9, 1999, filed with the records of Oconee County in Plat Book P-61 at page 846 (Plat 2). These parcels are now numbered lots and are subject to these covenants.

B. **KEOWEE COVE SOUTH:** Subsequent to the development of Keowee Cove Subdivision, AUH Development, LLC ("the Developer") acquired and developed an adjoining tract as Keowee Cove South as shown by a Plat, prepared by Barry L. Collins, SCPLS 11903 dated May 15, 2000, and filed with records of Oconee County in Plat Book A767 at page 5 (Plat 4) as to Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37 and Tracts A and B, and Lots 4 and 6 as shown on plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682) dated April 12, 1999, revised April 19, 1999, and April 21, 1999, filed with the records of Oconee County in Plat Book A673 at page 9 (Plat 3). This property was originally known as Blackberry Cove. The name was changed to Keowee Cove

South, the lot numbers were changed, some or all of the Lots were reconfigured and the Original Restrictive Covenants were nullified by Agreement. (See Deed Book 1113 at page 1 for a history of Blackberry Cove Subdivision.) Keowee Cove South was made subject to Restrictive Covenants dated April 20, 1999, filed with the records of Oconee County in Deed Book 1083 at page 216, amended by First Amendment dated June, 2000, filed with the records of Oconee County in Deed Book 1100 at page 280 and further amended by Second Amendment dated October 5, 2000 and filed with the records of Oconee County in Deed Book 1113 at page 1.

C. **Additional Property Acquired.** Since the development of Keowee Cove and Keowee Cove South, Developer has acquired additional property, as shown by plat filed in Plat Book A829 at pages 9-10, (Plat 5) by deed of Crescent Resources, LLC to AUH Development, LLC dated July 31, 2001, with the records of Oconee County in Deed Book 1165 at page 188. This additional property is incorporated into the subdivisions.

D. **CONSOLIDATION:** It is in the best interest of present and future owners of Lots in Keowee Cove and Keowee Cove South to consolidate the subdivisions and incorporate the Additional Acquired Property; that the Lots in each subdivision, including the Additional Acquired Property, be made subject to a single set of Restricted Covenants; that the Recreation Area(s) be moved, improved, and used by owners of all Lots.

**WITNESSETH:**

E. Developer hereby amends the Restrictive Covenants relating to **Keowee Cove**, filed in Deed Book 1024 at page 147 by striking the Restrictive Covenants and all prior Restrictive Covenants in their entirety and substituting the Restrictive Covenants set forth herein.

F. Developer hereby amends the Restrictive Covenants relating to **Keowee Cove South** as filed in Deed Book 1113 at page 1, by striking the following paragraphs in their entirety: 5; 6; 7 and all subparagraphs; 8 through 29; 30, and all subparagraphs; 31 and all subparagraphs; 32 and all subparagraphs, 33 through 39; 40 and all subparagraphs; 41; 42; 43 and all subparagraphs and substituting therefor the Restrictive Covenants set forth herein.

G. The following Lots, tracts and parcels are hereby made subject to these Restrictive Covenants set forth and the subdivision comprising the Lots and tracts shall be known as Keowee Cove:

1. **These RESTRICTIVE COVENANTS** shall apply and be binding upon the property, Lots, and parcels, known as **Keowee Cove Subdivision**, as shown and described by a plat prepared by Freeland & Associates, dated March 10, 1989, filed with the records of Oconee County in Plat Book A37 at page 5, (Plat 1) as amended by a Plat by Barry Collins, SCPLS 11903,

dated July 10, 2001, (Plat 7) filed with the records of Oconee County in Plat Book A813 at page 9. The amended plat revised and reconfigured the Lots and parcels as Lots 9, 10, 11, 12, 2A and 2B. The Lots now made subject to these Covenants in what was Keowee Cove are: Lots 1 through 24 and Lots 2A and 2B. Parcel "B" as shown by the Freeland Plat is excluded from the Subdivision and these Covenants.

ALSO: These RESTRICTIVE COVENANTS shall apply and be binding upon the property, Lots, and parcels, known as Keowee Cove South Subdivision as shown and described by a plat prepared by Barry L. Collins, SCPLS 11903, dated May 15, 2000, and filed with records of Oconee County in Plat Book A767 at page 5 (Plat 4) as to Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37 and shall include Lots 4 and 6 as shown on a plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682) dated April 12, 1999, revised April 19, 1999, and April 21, 1999, filed with the records of Oconee County in Plat Book A673 at page 9, (Plat 3) amended however, by a plat by Barry L. Collins, SCPLS 11903, dated September 10, 2001, (Plat 8) filed with the records of Oconee County in Plat Book A813 at page 8. The September plat (Plat 8) reconfigured Lot 14, and parcel "A" in what was Keowee Cove as was shown by Freeland plat filed in Plat Book A37 at page 5 (Plat 1); Lots 31, 32, 33, 34 and Parcels A and B as shown by the May 15, 2000, plat filed in Plat Book A767 at page 5 (Plat 4) and created a Recreation Area shown as Parcels A and B by the September 10, 2001, plat, (Plat 8) filed in Plat Book A813 at page 8. The Lots now made Subject to these Covenants in what was Keowee Cove South are Lots 25 through 37 and Lots 4 and 6 as shown by the Cooper plats and the Recreation Areas, Parcels "A" and "B."

PROVIDED HOWEVER, THAT in addition to the Restrictive Covenants set forth herein, Lots 2A and 2B (Additional Acquired Property) are also bound by the Restrictive Covenants contained in Deed Book 1165 at page 188 ("Crescent Resources, LLC to AUH Development, LLC"). In the event of contradiction between the Restrictive Covenants set forth in these Covenants and the Covenants set forth in the Crescent Resources to AUH Deed, the Crescent Resources to AUH Deed shall govern.

- 2. **Definitions:** The following definitions shall apply to these Restrictive Covenants.
  - a. "AUH" shall mean AUH Development, LLC, the

Developer.

- b. "Consumer Price Index" or "CPI" means the Consumer Price Index as determined by the United States Department of Labor, or other United States Governmental Agency as selected by the Developer.
- c. "Covenants" shall mean the Restrictive Covenants herein filed with the records of Oconee County and all supplementary or amended Covenants that may be filed by the Developer from time to time.
- d. "Developer" shall mean AUH Development, LLC, its successors, assigns, or designee.
- e. "Keowee Cove" shall mean the subdivision known as Keowee Cove and the subdivision known as Keowee Cove South and shall include the Additional Acquired Property.
- f. "Keowee Cove South" shall mean the area of the Subdivision so shown by signs, but shall be and is a part of Keowee Cove Subdivision and the numbered Lots are subject to these Covenants.
- g. "Lot" shall mean any tract designated and numbered as a Lot shown and meant for a lot for building a home. "Lot" shall not include the Recreation Area shown as Parcels "A" and "B" as shown on Plat 8.
- h. "Lot Owner" or "Owner" shall mean any persons, corporation, partnership, trust, or other entity that owns a numbered Lot in Keowee Cove Subdivision (previously Keowee Cove and Keowee Cove South). "Owner" shall mean any entity as defined in this paragraph who has or acquires an interest in a Lot by Deed, including Quit Claim Deed, Tax Deed, foreclosure, or inheritance. Specifically, a person who acquires an interest at a sale of the property for taxes by Oconee County or other governmental agency shall be an "Owner" for all purposes of these covenants.
- i. "Notice" when used in the context of a communication of a Lot Owner shall mean any written communication to a Lot Owner by any Developer or any other person who is obligated or required to make a written communication to a Lot Owner of some liability or obligation of the Lot Owner by these Covenants.

**BOOK 1215 PAGE 168**

- j. "Property Owners Association" shall mean an organization composed of the Lot Owners in Keowee Cove, as defined.
- k. "Recreation Area" shall mean Parcels "A" and "B" as shown by the September 10, 2001, Collins plat, filed in Plat Book A613 at page 8 (Plat 8).
- l. "Roads" shall mean the streets or roads designated as such as shown on the plats.
- m. "Plat 1" shall mean a plat prepared by Freeland & Associates dated March 10, 1989, filed with the records of Oconee County in Plat Book A37 at page 5. (Original Keowee Cove plat.)
- n. "Plat 2" shall mean a plat by Barry L. Collins dated March 9, 1999, filed with the records of Oconee County in Plat Book P-61 at page 846. (Divided Parcel A into Parcels A and C.)
- o. "Plat 3" shall mean a plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682) dated April 12, 1999, revised April 19, 1999, and April 21, 1999, filed with the records of Oconee County in Plat Book A673 at page 9. (Blackberry Cove Subdivision plat).
- p. "Plat 4" shall mean a plat prepared by Barry L. Collins, SCPLS 11903, dated May 15, 2000, and filed with records of Oconee County in Plat Book A767 at page 5. (Original Keowee Cove South plat).
- q. "Plat 5" shall mean a plat prepared by CBS Surveying and Mapping, Inc. dated March 22, 2001, filed with records of Oconee County in Plat Book A829 at pages 9-10. (Property acquired by AUH from Crescent Resources).
- r. "Plat 6" shall mean a plat prepared by Barry Collins, SCPLS 11903, dated January 31, 2001, filed with records of Oconee County in Plat Book A812 at page 6. (Changed lot line between Lot 6 and 36).
- s. "Plat 7" shall mean a plat by Barry Collins, SCPLS 11903, dated July 10, 2001, filed with the records of Oconee County in Plat Book A613 at page 9. (Re-configured Keowee Cove).
- t. "Plat 8" shall mean a plat by Barry L.

BOOK 1215 PAGE 169

Collins, SCPLS 11903, dated September 10, 2001, filed with the records of Oconee County in Plat Book AB13 at page 8. (Re-configured Keowee Cove South).

3. **Use of Lots - Residential Purposes.** All numbered Lots within the Subdivision shall be used for residential purposes only. Only one single family dwelling may be constructed on any Lot. Each dwelling must have a minimum of nine hundred fifty (950) square feet of heated living space, exclusive of garages, patios, and porches. ~~Only one family may reside on any Lot.~~
4. **Construction Materials.** All homes or other structures constructed on Lots must be of high quality materials and workmanship and must comply with all codes of governmental agencies having jurisdiction over the Subdivision.
5. **Storage Buildings.** All storage buildings or other structures must be constructed of the same materials as the residence and must be approved by Developer or its designee in the same manner as a residence.
6. **Trash - Debris.**
  - a. **No Dumping of Trash Allowed.** No dumping of trash, oil, paint, brush, or any other material shall be permitted within the Subdivision. Trash, garbage or other waste shall not be kept on any Lot except in approved sanitary containers. All garbage cans and containers shall be screened in such a manner that they are not visible from the paved roads. Each Lot Owner is responsible for their garbage/waste to the county facilities.
  - b. **Burning of Brush - Debris.** The burning of brush, garbage or debris shall not be allowed within the Subdivision, provided, that when a Lot is cleared for the construction of a dwelling, brush may be burned if permitted by governmental authorities having jurisdiction. In no event, however, shall burning of brush be allowed if it shall be dangerous or a nuisance.
7. **Damage to Roads.** Lot Owners shall be responsible for any damages to surfaces, sub-straights and/or shoulders of road due to construction or traffic of construction equipment.

8. **Erosion Control.** Erosion control will be the responsibility of Lot Owners so as to contain and control all silt and soil due to excavation and/or construction. Gravel, mud mats shall be installed at construction entrance of each site to retain mud and dirt from the roadway. If mud or debris washes onto pavement, said Lot Owner and/or builder will immediately wash and clean road surface.
9. **Maintenance of Lots.** All vacant Lots shall be maintained. Unsightly brush, weeds, vines, and other conditions shall not be permitted. All Lots shall be mowed and kept to a neat groomed appearance.
10. **Animals Prohibited.** No animals, other than domestic pets, shall be kept or maintained in the subdivision. No Owner shall keep more than two (2) dogs on any Lot. No dog that barks so as to interfere with the quiet enjoyment of the other Owners shall be permitted. All dogs must be on a leash when it is off of the Lot of the Owner.
11. **Fences.** All fences shall be approved by the Developer. Back and side fences shall be limited to a height not to exceed nine (9') feet.
12. **Set Backs.** Except for Lots 32 and 33, all dwellings and any other structure must be located within the building set-back lines shown on the plat being set back at the front by forty (40') feet from the center line of the road and fifteen (15') feet from each side and set back fifteen (15') feet from the rear; provided, that if two or more Lots shall be combined into a single Lot for building purposes, then only the outermost set-back lines shall apply. Developer may, for good cause shown, grant variances of not more than ten (10') feet on front set-back lines. Lots 32 and 33 will have set-backs of thirty five (35') feet from the property line that lies between Lots 32 and 33.
13. **Foundations.** All foundations shall be concrete masonry units. All concrete block foundations must be veneered with real (not synthetic) brick, stone or stucco. No vinyl or plastic underpinning shall be allowed.
14. **Antennas.** No television, radio, or other "antenna" shall be permitted exceeding twenty-four (24") inches in diameter, or an extended antenna on a pole exceeding sixty (60") inches in length nor more than ten (10') feet from the top of the home. No antenna shall be installed unless and until approved by the Developer.

15. **Sewage Disposal.** All plumbing, lavatories, and sanitation devices must be indoors. All sewage systems shall be connected to a septic tank or cesspool designed, located and constructed in accordance with the requirements of the South Carolina Department of Health and Environmental Control.
16. **Trailers Prohibited.** Travel trailers, recreational vehicles, boats in excess of eighteen (18') feet, boat trailers, trucks (other than pick-ups, panel trucks, and vans) and portable camping equipment shall not be visible from the Subdivision roads or adjacent property, nor shall be permanently fixed to any location on a Lot.
17. **Utilities.** All telephone, water, and electrical lines must be underground. All fuel tanks or containers shall be screened from view or buried underground consistent with accepted safety and environmental precautions.
18. **Nuisance Prohibited.** No noxious or offensive activity shall be carried on upon any Lot or common area nor shall anything be done thereon which may be or may become an annoyance or nuisance. ~~The word "nuisance" shall be liberally interpreted.~~
19. **Approval of Plans.** All building plans, elevations, and specifications must be approved by Developer, or its designee, prior to construction. Approval shall not be unreasonably withheld. Developer may, in its discretion, designate a Committee of not more than three (3) Lot Owners, or an Architect, or a Residential Builder, or other designer to review and approve the plans as required by this paragraph, provided however, that Developer retains the right of final approval. Developer may, within its sole discretion, assign the rights created by this paragraph to review and approve or disapprove building plans to an "Architectural Control Committee" appointed by Developer or selected by some method approved by Developer, which plan shall be incorporated into these Covenants by Amendment. All plans must be approved or disapproved within sixty (60) days after submission. If the plans are not disapproved within sixty (60) days after submission, they shall be deemed to have been approved.
20. **Completion of Structure.** Any structure must be completed within one (1) year after construction has commenced.

21. **Recreation Area(s).** Use of the Recreation Area(s) (Parcels "A" and "B" as shown by Plat 8) and the fees for such use shall be in accordance with this paragraph and in accordance with the Rules and Regulations as established by the Developer, or its successor or assignee, as may be amended from time to time:

a. **Parcels "A" and "B"** as shown on Plat 8, filed with the records of Oconee County in Plat Book AB73 at page 8 shall be reserved as a Recreation Area(s) for use by Owners of Lots in Keowee Cove Subdivision.

b. **Recreational Facilities.** Developer, or its successor or assignee, will install (or caused to be installed) and maintain recreational facilities on Parcels "A" and "B" as shall be determined.

c. **Use of Recreation Area.**

i. All users of the Recreation Area shall remove all debris and trash created or used by them.

ii. No use shall be made of the area that shall prevent other Lot Owners from enjoying the area. No dogs shall be allowed in the area, except on a leash. No radios or boom boxes shall be allowed to be used in the area that can be heard more than twenty-five (25') feet away. ~~In no event shall any use be made of the Recreation Area that will prevent the enjoyment of area(s) by others.~~

iii. ~~Developer or its designee may develop and issue binding Rules for the use of the Recreation Area in addition to the regulations set forth in these Covenants.~~

22. **Roads - Maintenance.** The following provisions shall apply to the roads within the Subdivision:

a. **Roads.** There are four (4) roads designated on the plats: Summersweet Lane, Twilight Court, Windrush Lane, and Fisherman Lane. These roads, and any other roads as may be designated or located within the Subdivision, are dedicated for the use of the Lot Owners in Keowee Cove Subdivision for ingress and egress and for public utilities. A right-of-way is reserved for each Lot in Keowee Cove Subdivision for all roads abutting said Lot.

BOOK 1215 PAGE 173

- b. **Developer's Liability for Road Maintenance.** So long as Developer own Lots in the Subdivision, it shall pay for road maintenance on the same basis as Lot Owners.
23. **Street Lighting.** Developer may install or have installed (but is not obligated to do so) approximately seven (7) street lighting fixtures. If the right herein is exercised, the Covenants may be amended as may be appropriate. Developer shall pay the cost of the electricity from the fees collected from and paid by the Lot Owners.
24. **Assessments.** Assessments and Fees shall be due, paid, and collected as follows:
- a. **Assessments-Fees.** Each Lot Owner shall pay fees for use of the Recreation Area (Parcels "A" and "B"), road maintenance, and street lighting, if installed, annually the sum of Six Hundred Seventy Five (\$675.00) Dollars on or before March 1st of each year. Each day after March 1st, shall be deemed late and billed at the rate of Ten (\$10.00) Dollars per day until paid in full. After ten (10) consecutive late days, the remaining Lot Owners who have paid in full shall bear the full cost of the delinquent Lot Owner(s) total amounts due and shall be reimbursed from delinquent Lot Owners after litigation and who will bear the full cost of litigation. Each payment share shall be divided equally among current Lot Owners, including the Developer.
- b. **Owner of Two Lots-Fees Reduced.** Any Owner who owns two (2) or more Lots shall pay the full fee on the first Lot acquired and one-half fee on each of the other Lot or Lots owned, provided however, that such Owner shall pay the full fee on any Lot on which there is a house.
- c. **Allocation of Fees Collected.** Developer shall determine the pro-rata amount of the total fees [Six Hundred Seventy Five (\$675.00) Dollars] allocated to road maintenance and shall escrow such portion in a special interest-bearing account to be used exclusively for road maintenance. Such account may be held in the name of an appropriate escrow agent (accounting firm or bank) ("Escrow Agent"). Developer or Escrow Agent shall provide to each Lot Owner an accounting of the status of the account on or before May 1 of each year and an accounting

BOOK 1215 PAGE 174

shall be made available to any Lot Owner on a yearly basis, or other person who has an interest in a Lot, including purchasers and mortgagees.

- d. **Delinquent Fees.** All fees or assessments not paid when due shall bear interest at the same rate as judgments in South Carolina, and such interest shall be added to the fees and assessments due, in addition to the Ten (\$10.00) Dollars per day late fee.
  - e. **Fees - Adjustment.** Fees may be increased or decreased in accordance with the increase or decrease of the CPI as defined in these covenants.
  - f. **Multiple Ownership.** If a Lot is owned by more than one person or entity, the liability for fees and assessments shall be in accordance with the interest of each Owner.
  - g. **Liens and Judgments.** In the event that a Lot Owner shall fail to pay any fees or assessment(s) required by these Covenants, the Developer, or its successor or assigns, shall be entitled to a lien against the Lot and/or Lot Owner, which may be filed with the records of Oconee County, and shall be entitled to recover a judgment against the Lot Owner, for the fees and assessment(s), including all costs of collection, including a reasonable attorneys' fee. Any lien filed shall be and constitute a lien on the property and shall run with the land at law.
25. **Assignment of Developer Rights.**
- a. **Developer May Assign Rights.** Developer reserves the right to assign to a Property Owners Association of the Lot Owners in Keowee Cove Subdivision the duty of maintaining the Subdivision roads, common area, landscaped areas, and recreation area, to collect the fees as set forth in these Covenants, and to assign to the Property Owner's Association all the rights reserved to or granted to Developer by these Covenants. Until such assignment is made, all maintenance of roads, landscaped areas, and recreation areas shall be performed by Developer, who shall be reimbursed by the Lot Owners as provided in these Covenants.
  - b. **If Rights Assigned.** If the rights as set forth in these Covenants are assigned to a

BOOK 1215 PAGE 175

Property Owners Association, each Lot Owner shall be a member of the Association and have one vote, provided however, that any Lot Owner who owns more than one Lot and pays one-half fee for the second Lot as provided in Paragraph 24.b. shall have one-half vote for the second Lot. The Property Owners Association shall enact appropriate by-laws and obtain a corporate charter, and shall perform all other duties as normally performed by a Property Owners Association.

26. **Drainage Easement.** A ten (10') foot wide drainage maintenance is reserved following the entire natural storm water drainage course from the outlet side of each culvert pipe crossing a paved road.
27. **Landscaping.** Existing landscaping at entrances will be kept and maintained in the areas already designated.
28. **Notice to Correct Violation.** Developer or its designee shall notify any Lot Owner who violates any Covenant to correct an unsightly or unsafe condition or any condition requiring erosion control and if the Lot Owner fails to correct the condition within thirty (30) days, the Developer shall have the right to enter upon the property, correct the condition, and to charge the Lot Owner for the cost of the correction. Any cost shall constitute and be treated as an Assessment under these Covenants and shall have a lien against the Lot.
29. **Covenants Binding.** The Covenants, as Amended, shall be binding on all Lot Owners within Keowee Cove Subdivision (including Keowee Cove South) and shall run with the land and shall be enforceable against the Owner(s) of the Lot or the Lot as may be applicable. These Covenants shall be binding as herein set forth for a period of thirty (30) years after which they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of at least two-thirds (2/3) of the Lots in the Subdivision agree in writing to change the Covenants in whole, in part, or to terminate them.
30. **Enforcement of Covenants.** Developer or any Lot Owner may bring an action to enforce the provisions of these Covenants.
31. **Jurisdiction.** Any action brought by Developer, its assignee, or any person having standing to bring such action, against any Lot Owner for collection

of fees, or the enforcement of any lien, or to enforce these Covenants shall be instituted in the Courts of Oconee County, irrespective of the residence or place of business of the Lot Owner against whom any action is brought and such Lot Owner shall be subject to the Jurisdiction of the Courts of Oconee County irrespective of his place of residence or citizenship or principal place of business. In all actions brought pursuant to these Covenants, the law of South Carolina shall govern.

32. **Litigation.** Any person who brings an action against the Developer or against the Property Owners Association, if such association is created, challenging any provision of these Restrictive Covenants or brings any action relating to Keowee Cove Subdivision shall pay all costs of such action, including attorney's fees, if such action is not successful.
33. **Amendment of Covenants.** The Covenants may be supplemented or Amended as provided for in this Paragraph:
  - a. **Amended Within Two Years.** Developer may issue Supplementary or Amended Covenants within a period of two (2) years by giving notice to all Lot Owners of the Subdivision and by filing the Amended Covenants with the records of Oconee County.
  - b. **Amendment by Lot Owners.** With the written permission of Developer, or its successor or assignee, these Covenants may be amended or modified by written instrument executed by the Owners of two-thirds (2/3) of the Owners of Lots in the Subdivision, provided however, that after Developer has sold all Lots in the Subdivision it may (but is not required) to relinquish its permission for amendments to these Covenants. If the Covenants are amended, such amendment shall be filed with the records of Oconee County and a copy shall be provided to each Lot Owner within the Subdivision.
34. **Invalidation of Provision.** Invalidation of any provision of these Covenants by a court shall not affect any other provision or Covenants, which shall remain in full force and effect.
35. **Notices.**
  - a. All notices to the Developer shall be mailed (Certified) to:

BOOK 1215 PAGE 177

AUH Development, LLC  
c/o Daniel Fiore  
124 Hillside Drive  
Swannanoa, NC 28778

- b. All notices to a Lot Owner shall be mailed by certified mail to the address shown on the Oconee County Tax Records at the time of the mailing and such notice mailed to or posted upon the Lot. If a certified mailing is returned or refused, such notice shall be sent by regular mail to the address shown by the Oconee County Tax Records and to the address of the Lot and such writing shall be posted on the applicable Lot. If there is no address in the Tax Records, notice to the Lot shall be given by mailing the notice to the address of the Lot and if the Lot is vacant, then such Notice shall be posted on the Lot. Such mailings and notices as set forth in this paragraph, when completed, shall be and shall constitute notice to the Lot Owner irrespective of whether the Lot Owner gets actual notice.

BOOK 1215 PAGE 178

IN WITNESS WHEREOF, we have set our hands and Seal on this  
6<sup>th</sup> day of March, 2002.

In the presence of:

[Signature]  
Kelly C Brock

AUH DEVELOPMENT, LLC (SEAL)

By: [Signature]  
Daniel A. Fiore, Manager

By: [Signature]  
Donald Payne, Attorney-in-Fact  
(See Deed Book 1028 page 271)

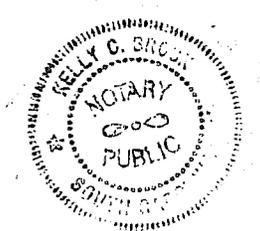
By: [Signature]  
Edmond A. Fiore, Manager

By: [Signature]  
Donald Payne, Attorney-in-Fact  
(See Deed Book 1028 page 274)

By: [Signature]  
Frederick James Arpin, Manager

By: [Signature]  
Donald Payne, Attorney-in-Fact  
(See Deed Book 1028 page 277)

[Lot 1, Lot 4, Lot 9, Lot 10, Lot 11, Lot 12, Lot 14, Lot 19, Lot 22, Lot 23, by Deed Book 1018 at page 206; Lot 25, Lot 26, Lot 27, Lot 28, Lot 29, Lot 30, Lot 31, Lot 32, Lot 33, Lot 34, Lot 35, Lot 36, Lot 37 and Tracts A and B, by Deed Book 1083 at page 213]



STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named AUH DEVELOPMENT, LLC by Daniel A. Fiore by Donald Payne, POA, Edmond A. Fiore by Donald Payne, POA, and Frederick James Arpin by Donald Payne, POA, as Managers sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 22<sup>nd</sup>  
day of March, 2002

Kelly C Brock

Wilma D. Dean (L.S.)  
Notary Public of SC  
My commission expires 5-14-2002

IN WITNESS WHEREOF, we have set our hands and Seal on this 6<sup>th</sup> day of March, 2002.

In the presence of:

[Signature]  
Kelly Brock

[Signature] (SEAL)  
Daniel A. Fiore  
[Parcel A, by Deed Book 1018 at page 220 and Deed Book 1032 at page 229]

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Daniel A. Fiore sign, seal and as his act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 6<sup>th</sup> day of March, 2002

[Signature]  
Kelly C. Brock (L.S.)  
Notary Public of SC  
My commission expires 2-19-07



IN WITNESS WHEREOF, we have set our hands and Seal on this 6<sup>th</sup> day of March, 2002.

In the presence of:

*James Huff*  
*Kelly C Brock*

\_\_\_\_\_  
Frederick J. Arpin (SEAL)  
[Parcel C, by Deed Book 1018 at page 220 and Deed Book 1032 at page 232]

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Frederick J. Arpin sign, seal and as his act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 6<sup>th</sup> day of March, 2002

*Kelly C Brock* (L.S.)  
Notary Public of SC  
My commission expires 2-19-07

*James Huff*



BOOK 1215 PAGE 182

IN WITNESS WHEREOF, we have set our hands and Seal on this 23 day of February, 2002.

In the presence of:

~~William D. Pless~~ William D. Pless (SEAL)  
Kelly C. Brock William Pless

Linda Pless (SEAL)  
Linda Pless

[Lot 2, by Deed Book 1045 at page 57]

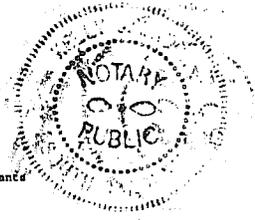
STATE OF SC CAROLINA  
COUNTY OF Oconee  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named William Pless and Linda Pless sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 23 day of February, 2002

Kelly C. Brock (L.S.)  
Notary Public of SC  
My commission expires 2-19-07

~~William D. Pless~~



IN WITNESS WHEREOF, we have set our hands and Seal on this 20 day of February, 2002.

In the presence of:

[Signature]  
Kelly C Brock

[Signature] (SEAL)  
Donald M. McCarson

[Signature] (SEAL)  
Mary J. McCarson

[Lot 3, by Deed Book 1033 at page 111]

STATE OF SC CAROLINA  
COUNTY OF Oconee  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Donald M. McCarson and Mary J. McCarson sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 20 day of February, 2002

[Signature] (H.S.)  
Notary Public of SC  
My commission expires 2-19-07

[Signature]



IN WITNESS WHEREOF, we have set our hands and Seal on this 20<sup>th</sup> day of February, 2002.

In the presence of:

[Signature]  
Kelly C. Brock

[Signature] (SEAL)  
William Nicholas Pryor

[Signature] (SEAL)  
Denise Frady Pryor

[Lot 5, by Deed Book 1036 at page 32]

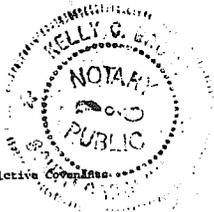
STATE OF SC CAROLINA  
COUNTY OF Oconee  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named William Nicholas Pryor and Denise Frady Pryor sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 20 day of February, 2002

[Signature]  
Kelly C. Brock (L.S.)  
Notary Public of SC  
My commission expires 2-19-07

[Signature]



Amended Restrictive Covenant  
page 21

BOOK 1215 PAGE 185

IN WITNESS WHEREOF, we have set our hands and Seal on this day of \_\_\_\_\_, 2002.

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
Mark D. Higgins (SEAL)

\_\_\_\_\_  
Latrella G. Higgins (SEAL)

[Lot 6, by Deed Book 1035 at page 26]

STATE OF \_\_\_\_\_ CAROLINA  
COUNTY OF \_\_\_\_\_  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Mark D. Higgins and Latrella G. Higgins sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002

\_\_\_\_\_  
(L.S.)  
Notary Public of \_\_\_\_\_  
My commission expires \_\_\_\_\_

BOOK 1215 PAGE 186

IN WITNESS WHEREOF, we have set our hands and Seal on this 18th day of April, 2002.

In the presence of:

Handwritten signatures of witnesses.

Michael Wayne Paris (SEAL)

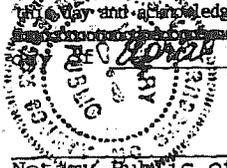
Bryan Colby Paris (SEAL)

[Lot 7, by Deed Book 1034 at page 39]

STATE OF NC CAROLINA COUNTY OF Henderson

ACKNOWLEDGMENT

Personally appeared before me the undersigned and made oath that the within named Michael Wayne Paris and Bryan Colby Paris are the owners of the above described property and that they executed the foregoing instrument for the purposes herein stated. I, Christy K. Rhodes, a Notary Public for the State of NC, hereby certify that Michael Wayne Paris and Bryan Colby Paris personally appeared before me this 18th day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 18th day of April, 2002.



Christy K Rhodes

Notary Public of NC (L.S.) My commission expires May 5, 2002

BOOK 1215 PAGE 187

IN WITNESS WHEREOF, we have set our hands and Seal on this  
19 day of February, 2002.

In the presence of:

*[Signature]*  
Kelly C. Brock

*[Signature]* (SEAL)  
Jerry D. Galloway

*[Signature]* (SEAL)  
Pamela A. Galloway

[Lot 8, by Deed Book 1018 at page  
224 and Deed Book 1084 at page 267]

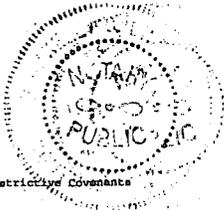
STATE OF SC CAROLINA  
COUNTY OF Oconee  
PROBATE

Personally appeared before me the undersigned and made oath  
that (s)he saw the within named Jerry D. Galloway and Pamela A.  
Galloway sign, seal and as their act and deed, deliver the within  
written Amended Restrictions for the uses and purposes therein  
mentioned and that (s)he with the other witness subscribed above  
witnessed the execution thereof.

Sworn to before me this 19  
day of February, 2002

*[Signature]* (L.S.)  
Notary Public of SC  
My commission expires 2-19-07

*[Signature]*



Amended Restrictive Covenants  
Page 24

BOOK 1215 PAGE 188

?? IN WITNESS WHEREOF, we have set our hands and Seal on this  
16 day of February, 2002.

In the presence of:

*[Signature]*  
Kelly C Brock

*Kenneth R. Wilkie* (SEAL)  
Kenneth R. Wilkie

*Nina W. Wilkie* (SEAL)  
Nina W. Wilkie

[Lot 13, by Deed Book 1028 at page  
266??]

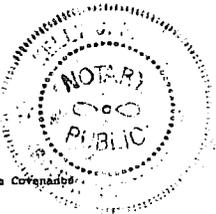
STATE OF SC CAROLINA  
COUNTY OF Oconee  
PROBATE

Personally appeared before me the undersigned and made oath  
that (s)he saw the within named Kenneth R. Wilkie and Nina W.  
Wilkie sign, seal and as their act and deed, deliver the within  
written Amended Restrictions for the uses and purposes therein  
mentioned and that (s)he with the other witness subscribed above  
witnessed the execution thereof.

Sworn to before me this 16  
day of February, 2002

*Kelly C. Brock* (S.S.)  
Notary Public of SC  
My commission expires 2-19-07

*[Signature]*



Amended Restrictive Covenants  
Page 25

BOOK 1215 PAGE 189

18<sup>th</sup> IN WITNESS WHEREOF, we have set our hands and Seal on this day of March, 2002.

In the presence of:

Jason Payne  
Kelly Brock

Craig Crawford Wilde (SEAL)  
Craig Crawford Wilde

Roxanne Bowman Wilde (SEAL)  
Roxanne Bowman Wilde

[Lot 15, by Deed Book 1036 at page 190]

STATE OF South CAROLINA  
COUNTY OF Oconee  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Craig Crawford Wilde and Roxanne Bowman Wilde sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 18<sup>th</sup>  
day of March, 2002

Kelly Brock (L.S.)  
Notary Public of South Carolina  
My commission expires 2-19-07

Jason Payne

BOOK 1215 PAGE 190

IN WITNESS WHEREOF, we have set our hands and Seal on this  
2 day of February, 2002.

In the presence of:

*Jimmy Huller*  
Kelly C Brock

*Douglas L Moore* (SEAL)  
Douglas L. Moore

*Susan D Moore* (SEAL)  
Susan D. Moore

[Lot 16, by Deed Book 1032 at page  
246]

STATE OF SC CAROLINA  
COUNTY OF Oconee  
PROBATE

Personally appeared before me the undersigned and made oath  
that (s)he saw the within named Douglas L. Moore and Susan D. Moore  
sign, seal and as their act and deed, deliver the within written  
Amended Restrictions for the uses and purposes therein mentioned  
and that (s)he with the other witness subscribed above witnessed  
the execution thereof.

Sworn to before me this 2  
day of February, 2002

*Kelly C Brock* (s.)  
Notary Public of SC  
My commission expires 2-19-07

*Jimmy Huller*



Amended Restrictions for Easements  
Page 27

IN WITNESS WHEREOF, we have set our hands and Seal on this 4<sup>th</sup> day of March, 2002.

In the presence of:

Jimmy Huffman  
Kelly C Brock

Jeffrey T Wagner (SEAL)  
Jeffrey T Wagner

Patricia A Wagner (SEAL)  
Patricia A. Wagner

[Lot 17, by Deed Book 1032 at page 246]

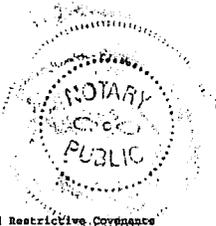
STATE OF SC CAROLINA  
COUNTY OF Oconee  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Jeffrey T. Wagner and Patricia A. Wagner sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 4<sup>th</sup>  
day of March, 2002

Kelly C Brock (L.S.)  
Notary Public of SC  
My commission expires 2-19-07

Jimmy Huffman



Amended Restrictive Covenant  
Page 28

IN WITNESS WHEREOF, we have set our hands and Seal on this  
18<sup>th</sup> day of March, 2002.

In the presence of:

Jean Yume  
Kelly Brock

Howard L. Stephens (SEAL)  
Howard Stephens

[Lot 18, by Deed Book 1069 at page 131]

STATE OF South CAROLINA  
COUNTY OF Oconee  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Howard Stephens sign, seal and as his act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 18<sup>th</sup>  
day of March, 2002

Kelly Brock (L.S.)  
Notary Public of South Carolina  
My commission expires 2-19-07

Jean Yume

IN WITNESS WHEREOF, we have set our hands and Seal on this 21 day of February, 2002.

In the presence of:

*Jimmy Huffer*  
*Kelly C Brock*

*Roger Miller* (SEAL)  
Roger Miller

*Katherine Miller* (SEAL)  
Katherine Miller

[Lot 20, by Deed Book 1029 at page 130]

STATE OF SC CAROLINA  
COUNTY OF Oconee  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Roger Miller and Katherine Miller sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 21 day of February, 2002

*Kelly C. Brock* (L.S.)  
Notary Public of SC  
My commission expires 2-19-07

*Jimmy Huffer*



Amended Restrictive Covenant  
Page 30

IN WITNESS WHEREOF, we have set our hands and Seal on this  
18 day of February, 2002.

In the presence of:

[Signature]  
Kelly C. Brock

[Signature] (SEAL)  
Bradley Bryan Owen

[Signature] (SEAL)  
Janice S. Owen

[Lot 21, by Deed Book 1018 at page 227]

STATE OF SC CAROLINA  
COUNTY OF Dee  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Bradley Bryan Owen and Janice S. Owen sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 18  
day of February, 2002

[Signature] (L.S.)  
Notary Public of SC  
My commission expires 2-19-07

[Signature]



Amended Restrictive Covenants  
Page 31

BOOK 1215 PAGE 195

IN WITNESS WHEREOF, we have set our hands and Seal on this day of Feb., 2002.

In the presence of:

[Signature] (SEAL)  
David Garren

[Signature] (SEAL)  
Deborah Garren

[Lot 24, by Deed Book 1047 at page 18]

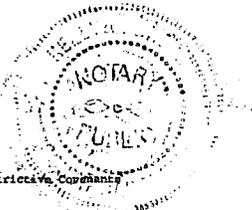
STATE OF SC CAROLINA  
COUNTY OF Oconee  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named David Garren and Deborah Garren sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 20 day of February, 2002

Kelly C. Brock (L.S.)  
Notary Public of SC  
My commission expires 2-19-07

[Signature]



BOOK 1215 PAGE 196

IN WITNESS WHEREOF, we have set our hands and Seal on this  
12 day of February, 2002.

In the presence of:

[Signature]  
Kelly C. Brock

[Signature] (SEAL)  
Gary M. Hyder

[Signature] (SEAL)  
Teresa L. Hyder

[Lot 6, by Deed Book 1088 at page 311]

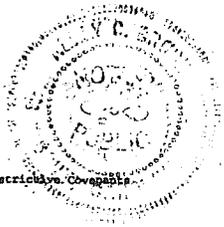
STATE OF SC CAROLINA  
COUNTY OF Greene  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Gary M. Hyder and Teresa L. Hyder sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 12 day of February, 2002

[Signature]  
Kelly C. Brock (s.)  
Notary Public of SC  
My commission expires 2-19-07

[Signature]



BOOK 1215 PAGE 197

IN WITNESS WHEREOF, we have set our hands and Seal on this  
16 day of February, 2002.

In the presence of:

[Signature]  
Kelly C. Brock

Walter C. Ponder Sr. (SEAL)  
Walter C. Ponder, Sr.

Carole B. Ponder (SEAL)  
Carole B. Ponder

[Lot 4, by Deed Book 1180 at page 12]

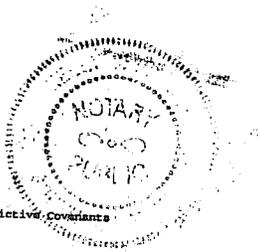
STATE OF SC CAROLINA  
COUNTY OF Oconee  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named Walter C. Ponder, Sr. and Carole B. Ponder sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 16  
day of February, 2002

Kelly C. Brock (l.s.)  
Notary Public of SC  
My commission expires 2-19-07

[Signature]



BOOK 1215 PAGE 198

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
AGREEMENT

2002 APR 29 A 10:24

RECITAL:

1. AUH Development, LLC ("the Developer") is the developer of a subdivision in Oconee County known as Keowee Cove and Keowee Cove South ("the Subdivision") as shown by various plats.
2. Developer has filed Restrictive Covenants which apply to the lots in the Subdivision and has constructed various amenities.
3. Developer has amended the Restrictive Covenants as dated \_\_\_\_\_ and proposes to file a new consolidated Plat (consisting of 2 sheets) which combines the Subdivision which Plat was prepared by Barry L. Collins, SCPLS #11903, and Sheet 1 is dated 02/05/02, 03/06/02; and Sheet 2 is dated 05/15/00, 10/18/01, 02/06/02, 03/05/02 and 03/06/02, filed with records of Oconee County in Plat Book A813 at pages 7 and 10.
4. Developer proposes to construct additional amenities and replace other amenities, now

WITNESSETH:

In consideration of the changes to the Covenants and Amenities, AUH Development, LLC ("the Developer") agrees that it will construct floating piers and a boat ramp for the use and benefit of the Lot Owners in the Subdivision, provided Developer is able to obtain the appropriate permits and agrees that it will diligently apply for and seek the necessary permits. AUH Development, LLC will complete the construction of the piers and ramp within one (1) year after the permits are granted.

This Agreement will become a part of the Amended Restrictive Covenants and will be enforceable as any part of the Covenants.

[signatures on next page]

Dated this 8 day of March, 2002.

In the presence of:

[Signature]  
Kelly C. Brock

AUH DEVELOPMENT, LLC (SEAL)

By: [Signature]  
Daniel A. Fiore, Manager

By: [Signature]  
Donald Payne, Attorney-in-Fact  
(See Deed Book 1028 page 271)

By: [Signature]  
Edmond A. Fiore, Manager

By: [Signature]  
Donald Payne, Attorney-in-Fact  
(See Deed Book 1028 page 274)

By: [Signature]  
Frederick James Arpin, Manager

By: [Signature]  
Donald Payne, Attorney-in-Fact  
(See Deed Book 1028 page 277)

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named AUH DEVELOPMENT, LLC by Daniel A. Fiore by Donald Payne, POA, Edmond A. Fiore by Donald Payne, POA, and Frederick James Arpin by Donald Payne, POA, as Managers sign, seal and as their act and deed, deliver the within written Amended Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 7<sup>th</sup> day of February, 2002

Kelly C. Brock (L.S.)  
Notary Public of SC  
My commission expires 2-19-07

[Signature]

FILED OCONEE, SC  
SALLIE C. SMITH  
CLERK OF COURT

BOOK 1018 PAGE 0210

Rose  
1600  
002342

1999 MAR -1 P 3 25

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESTRICTIVE COVENANTS  
FOR  
KEOWEE COVE SUBDIVISION

These RESTRICTIVE COVENANTS shall apply and be binding upon the property, lots, and parcels (known as Keowee Cove Subdivision) as shown and described by a Plat, prepared by Freeland & Associates, dated March 10, 1989, filed with the records of Oconee County in Plat Book A-37 at page 5, ("the Plat") provided however, that Parcel "B" as shown by the Plat, is excluded from these Covenants, however, Parcel "B" may be made subject to these Covenants by a supplement or amendment to these Covenants.

1. Definitions: The following definitions shall apply to these Restrictive Covenants.

- a. "the Plat" shall mean the Plat of Keowee Cove Subdivision prepared by Freeland & Associates, dated March 10, 1989, and filed with the records of Oconee County in Plat Book A-37 at page 5.
- b. "the Subdivision" shall mean Keowee Cove Subdivision as shown by the Plat.
- c. "Covenants" shall mean the Restrictive Covenants herein filed with the records of Oconee County and all supplementary or amended Covenants that may be filed by the Developer from time to time.
- d. "Lot" shall mean any tract designated and numbered as a Lot shown by the Plat prepared by Freeland & Associates, dated March 10, 1989, and filed with the records of Oconee County in Plat Book A-37 at page 5. "Lot" shall not include Parcel "A" or "B."

Restrictive Covenants  
Keowee Cove Subdivision  
Page 1

Presented this 2 day of MAR 1999  
E. C. 99 Page 201810  
F. O.  
R. F. Williams  
Auditor Oconee County, S.C.

- e. Parcel "A" shall mean the "Recreation Area" designated as Parcel "A" on the Plat.
- f. "Developer" shall mean AUH Development, LLC, its successors, assigns, or designee.
- g. "Lot Owner" or "Owner" shall mean any persons, corporation, partnership, trust, or other entity that owns a numbered Lot in Keowee Cove Subdivision. "Owner" shall mean any entity as defined in this Paragraph who has or acquires an interest in a Lot by Deed, including Quit Claim Deed, Tax Deed, foreclosure, or inheritance. Specifically, a person who acquires an interest at a sale of the property for taxes by Oconee County or other governmental agency shall be an "Owner" for all purposes of these covenants.
- h. "Roads" shall mean the streets, or roads designated as such as shown on the Plat.
- i. "Consumer Price Index" or "CPI" means the Consumer Price Index as determined by the United States Department of Labor, or other United States Governmental Agency as selected by the Developer.

2. Use of Lots - Residential Purposes. All numbered Lots within the Subdivision shall be used for residential purposes only. Only one single family dwelling may be constructed on any Lot. Each dwelling must have a minimum of nine hundred fifty (950) square feet of heated living space, exclusive of garages, patios, and porches.

3. Construction Materials. All homes or other structures constructed on Lots must be of high quality materials and workmanship and must comply with all codes of governmental agencies having jurisdiction over the Subdivision.

4. Storage Buildings. All storage buildings or other structures must be constructed of the same materials as the residence and must be approved by Developer or its designee in the same manner as a residence.

5. No Dumping of Trash Allowed. No dumping of trash, oil, paint, brush, or any other material shall be permitted within the Subdivision.

6. Burning of Brush - Debris. The burning of brush, garbage or debris shall not be allowed within the Subdivision, provided, that when a lot is cleared for the construction of a dwelling, brush may be burned if permitted by governmental authorities having jurisdiction. In no event, however, shall burning of brush be allowed if it shall be dangerous or a nuisance.

7. **Damage to Roads.** Lot Owners shall be responsible for any damages to surfaces, sub-straight and/or shoulders of road due to construction or traffic of construction equipment.

8. **Erosion Control.** Erosion control will be the responsibility of Lot Owners so as to contain and control all silt and soil due to excavation and/or construction. Gravel, mud mats shall be installed at construction entrance of each site to retain mud and dirt from the roadway. If mud or debris washes onto pavement, said Lot Owner and/or builder will immediately wash and clean road surface.

9. **Maintenance of Lots.** All vacant Lots shall be maintained. Unightly brush, weeds, vines, and other conditions shall not be permitted. All Lots shall be mowed and kept to a neat groomed appearance.

10. **Animals Prohibited.** No animals, other than domestic pets, shall be kept or maintained in the subdivision. No Owner shall keep more than two (2) dogs on any Lot. No dog that barks so as to interfere with the quiet enjoyment of the other Owners shall be permitted. All dogs must be on a leash when it is off of the Lot of the Owner.

11. **Fences.** No metal or wire fences of any type shall be allowed unless screened from view from the Subdivision roads and adjacent property. Fences shall be restricted to the area of the Lot located behind the residence with a maximum height of four (4') feet.

12. **Set Backs.** All dwellings and any other structure must be located within the building set-back lines shown on the Plat being set back at the front by forty (40') feet from the center line of the road and fifteen (15') feet from each side and set back fifteen (15') feet from the rear; provided, that if two or more Lots shall be combined into a single Lot for building purposes, then only the outermost set-back lines shall apply. Developer may, for good cause shown, grant variances of not more than ten (10') feet on front set-back lines.

13. **Foundations.** All concrete block foundations must be veneered with real (not synthetic) brick, stone or stucco.

14. **Antennas.** No television, radio, or other "antenna" shall be permitted exceeding twenty-four (24") inches in diameter, or an extended antenna on a pole exceeding sixty (60") inches in length nor more than ten (10') feet from the top of the home. No antenna shall be installed unless and until approved by the developer.

15. **Sewage Disposal.** All plumbing, lavatories, and sanitation devices must be indoors. All sewage systems shall be connected to a septic tank or cesspool designed, located and constructed in accordance with the requirements of the South Carolina Department of Health and Environmental Control.

16. Trailers Prohibited. Travel trailers, recreational vehicles, boats in excess of eighteen (18') feet, boat trailers, trucks (other than pick-ups, panel trucks, and vans) and portable camping equipment shall not be visible from the Subdivision roads or adjacent property, nor shall be permanently fixed to any location on a Lot.

17. Utilities. All telephone, water, and electrical lines must be underground. All fuel tanks or containers shall be screened from view or buried underground consistent with accepted safety and environmental precautions.

18. Nuisance Prohibited. No noxious or offensive activity shall be carried on upon any Lot or common area nor shall anything be done thereon which may be or may become an annoyance or nuisance.

19. Trash - Debris. Trash, garbage or other waste shall not be dumped or kept on any Lot except in approved sanitary containers. All garbage cans and containers shall be screened in such a manner that they are not visible from the paved roads. Each Lot Owner is responsible for their garbage/waste to the county facilities.

20. Approval of Plans. All building plans, elevations, and specifications must be approved by Developer, or its designee, prior to construction. Approval shall not be unreasonably withheld. Developer may, in its discretion, designate a Committee of not more than three (3) Lot Owners, or an Architect, or a Residential Builder, or other designer to review and approve the plans as required by this paragraph, provided however, that Developer retains the right of final approval. Developer may, within its sole discretion, assign the rights created by this paragraph to review and approve or disapprove building plans to an "Architectural Control Committee" appointed by Developer or selected by some method approved by Developer, which plan shall be incorporated into these Covenants by Amendment. All plans must be approved or disapproved within sixty (60) days after submission. If the plans are not disapproved within sixty (60) days after submission, they shall be deemed to have been approved.

21. Completion of Structure. Any structure must be completed within one (1) year after construction has commenced.

22. For Sale Signs Prohibited. No Lot Owner shall place a "For Sale" sign on any Lot or any other advertisement. No Lot Owner at any time shall be able to sell or advertise to sell a vacant Keowee Cove Lot while Developer has Lots for sale.

23. Right of First Refusal. In the event a Lot Owner desires to sell a Lot, such Owner is required to sell the Lot to the Developer at the price offered by a third person. Owner shall submit such offer to the Developer at the address provided in these Covenants. Developer shall have fifteen (15) days to accept the

Respective Covenants  
Keowee Cove Subdivision  
Page 4

BOOK 1018 PAGE 0214

offer or waive its right under this paragraph. If the Developer exercises the right, then Developer shall have thirty (30) days to close the transaction. If the Developer does not respond to an offer duly mailed to it by Certified Mail, within fifteen (15) days, then it shall be deemed that the Right under this paragraph shall be waived.

24. Recreation Area. Use of the Recreation Area (Parcel "A" as shown by the Plat) and the fees for such use shall be in accordance with this paragraph and in accordance with the Rules and Regulations as established by the Developer, or its successor or assignee, as may be amended from time to time:

- a. Parcel "A" as shown on the Plat filed with the records of Oconee County in Plat Book A-37 at page 5 shall be reserved as a Recreation Area for use by Owners of Lots in Keowee Cove Subdivision only.
- b. Developer, or its successor or assignee, will install (or caused to be installed) and maintain the following on Parcel A:
  - i. Boat Ramp
  - ii. Parking Spaces
  - iii. Boat Docks
  - iv. Covered Pavilion with Open Sides
  - v. Picnic Tables
  - vi. Barbecue Pits
  - vii. Shower and Drinking Water Fountain
  - viii. Bike Rack
  - ix. Lighting
  - x. Children's Play Area
  - xi. Lawn and Area Maintenance Cleaning Service
- c. All users of the Recreation Area shall remove all debris and trash created or used by them.
- d. No use shall be made of the area that shall prevent other Lot Owners from enjoying the area. No dogs shall be allowed in the area, except on a leash. No radios or boom boxes shall be allowed to be used in the area that can be heard more than twenty-five (25') feet away.
- e. User fees for the area shall be Sixty Five (\$65.00) Dollars per month per Lot to be paid in advance on March 1st of each year to the Developer or its successor or assignee. The fees may be increased or decreased in a percentage equal to the Consumer Price Index (CPI). An Owner who buys a Lot from the Developer shall pay fees pro-rata to the Developer, or its successor or assignee, in advance equal to the number of months from the 1st day of

the month of purchase until March 1st of the next year.

- f. Each day after March 1st, shall be deemed late and billed at the rate of Twenty (\$20.00) Dollars per day until paid in full. After ten (10) consecutive late days, the remaining Lot Owners who have paid in full shall bear the full cost of the delinquent Lot Owner(s) total amounts due and shall be reimbursed from delinquent Lot Owners after litigation and who will bear the full cost of litigation. Each payment share shall be divided equally among current Lot Owners, including the Developer.
- g. Paragraph 29 "Assessments" shall apply to the fees due under this paragraph.

25. Roads - Maintenance. The following provisions shall apply to the roads within the Subdivision:

- a. There are three (3) roads designated on the Plat: Summersweet Lane, Twilight Court, and Windrush Lane. These roads, and any other roads as may be designated on the Plat, are dedicated for the exclusive use of the Lot Owners in Keowee Cove Subdivision for ingress and egress and for public utilities. A right-of-way is reserved for each Lot in Keowee Cove Subdivision for all roads abutting said Lot.
- b. The Plat of the Subdivision now shows twenty-four (24) Lots. As long as there are only twenty-four (24) Lots, the Owner of each Lot shall pay one-twenty-fourth (1/24) of the cost of maintaining Summersweet Lane, Twilight Court and Windrush Lane. If additional Lots shall hereafter be shown by recorded plats, the cost of maintaining the roads shown by the plat, and any extensions of the roads, shall be equally divided among all Lots within the Subdivision. The maintenance cost paid by the Owner of each Lot, for that Lot, shall be total cost of maintenance of roads divided by the total number of Lots within the Subdivision.
- c. So long as Developer own Lots in the Subdivision, it shall pay for road maintenance on the same basis as Lot Owners.
- d. Developer reserves the right to assign to a Property Owners Association of the Lot Owners in Keowee Cove Subdivision the duty of maintaining the Subdivision roads and to collect the cost of the maintenance of the roads from Lot Owners and to

Restrictive Covenants  
Keowee Cove Subdivision  
Page 6

assign to the Association all the rights reserved to or granted to Developer by these Covenants. Until such assignment is made, all road maintenance shall be performed by Developer, who shall be reimbursed by the Lot Owners as provided in these Covenants.

26. Assessments. Assessments and Fees shall be due, paid, and collected as follows:

- a. All fees for road maintenance, and street lighting, if installed, shall be due on or before March 1st of each year. Each day after March 1st, shall be deemed late and billed at the rate of Twenty (\$20.00) Dollars per day until paid in full. After ten (10) consecutive late days, the remaining Lot Owners who have paid in full shall bear the full cost of the delinquent Lot Owner(s) total amounts due and shall be reimbursed from delinquent Lot Owners after litigation and who will bear the full cost of litigation. Each payment share shall be divided equally among current Lot Owners, including the Developer.
- b. Developer, or its designee, shall maintain an accounting of all road and lighting fees paid and such accounting shall be made available to any Lot Owner on a yearly basis, or other person who has an interest in a Lot, including purchasers and mortgagees.
- c. All fees or assessments not paid when due shall bear interest at the same rate as judgments in South Carolina, and such interest shall be added to the fees and assessments due, in addition to the Twenty (\$20.00) Dollars per day late fee.

27. Drainage Easement. A ten (10') foot wide drainage maintenance is reserved following the entire natural storm water drainage course from the outlet side of each culvert pipe crossing a paved road.

28. Street Lighting. Developer reserves the right to install, or have installed, approximately seven (7) street lighting fixtures, which installation will impose assessments on Lot Owners of an annual payment of Fifty Seven (\$57.00) Dollars, to be increased or decreased as the cost of such service is increased or decreased, including any cost of maintenance. If the right herein is exercised, the Covenants may be amended as may be appropriate. Developer shall pay in full, on or about March 1st each year, to Blue Ridge Electric Cooperative, Inc. the full amounts due for the street lighting for the period of one (1) year.

29. Assessments - Lien. In the event that a Lot Owner shall

fail to pay any fees or assessment(s) required by these Covenants, the Developer, or its successor or assigns, shall be entitled to a lien against the Lot Owner and shall be entitled to recover a judgment against the Lot Owner, for the fees and assessment(s), including all costs of collection, including a reasonable attorneys' fee.

30. Notice to Correct Violation. Developer or its designee shall notify any Lot Owner who violates any Covenant to correct an unsightly or unsafe condition or any condition requiring erosion control and if the Lot Owner fails to correct the condition within thirty (30) days, the Developer shall have the right to enter upon the property, correct the condition, and to charge the Lot Owner for the cost of the correction. Any cost shall constitute and be treated as an Assessment under these Covenants and shall have a lien against the Lot.

31. Covenants Binding. These Covenants shall be binding on all Lot Owners within Keowee Cove Subdivision and shall run with the land and shall be enforceable against the Owner(s) of the Lot. If a Lot is owned by more than one person or entity, the liability for fees and assessments shall be in accordance with the interest of each Owner. All proceedings for enforcement of these Covenants shall be in Oconee County irrespective of the residence or domicile of the Owner(s) of Lots and the venue for all proceedings for enforcement shall be in the Courts of Oconee County. These Covenants shall be interpreted in accordance with the Laws of South Carolina.

32. Enforcement of Covenants. Developer or any Lot Owner may bring an action to enforce the provisions of these Covenants.

33. The Covenants may be supplemented or Amended as provided for in this Paragraph:

- a. Developer may issue Supplementary or Amended Covenants within a period of two (2) years by giving notice to all Lot Owners of the Subdivision and by filing the Amended Covenants with the records of Oconee County.
- b. With the permission of Developer, or its successor or assigns, these Covenants may be amended or modified by written instrument executed by the Owners of two-thirds (2/3) of the Owners of Lots in the Subdivision, provided however, that after Developer has sold all Lots in the Subdivision may (but is not required) to relinquish its permission for amendments to these Covenants. The amendment or modification shall be effective when filed with the records of Oconee County. A copy of the Amended Covenants, with the amendments clearly indicated, shall be provided to each Lot Owner within the Subdivision.

BOOK 1018 PAGE 0218

34. **Covenants Binding.** The Covenants, as Amended, shall be binding as herein set forth for a period of thirty (30) years after which they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of at least two-thirds (2/3) of the Lots in the Subdivision is required agreeing to change the Covenants in whole, in part, or to terminate them.

35. **Invalidation of Provision.** Invalidation of any provision of these Covenants by a court shall not affect any other provision or Covenants, which shall remain in full force and effect.

36. **Notices.**

a. All notices to the Developer shall be mailed (Certified) to:

AUH Development, LLC  
c/o Daniel Fiore  
124 Hillside Drive  
Swannanoa, NC 28778

b. All notices to a Lot Owner shall be mailed by certified mail to the address shown on the Oconee County Tax Records at the time of the mailing and such notice mailed to or posted upon the Lot. If a certified mailing is returned or refused, such notice shall be sent by regular mail to the address shown by the Oconee County Tax Records. If there is no address in the Tax Records, Notice to the Lot shall be given by mailing the Notice to the Address of the Lot and if the Lot is vacant, then such Notice shall be posted on the Lot. Such mailing and notice as set forth in this paragraph, when completed, shall be and shall constitute Notice to the Lot Owner irrespective of whether the Lot Owner gets actual Notice.

IN WITNESS WHEREOF, we have set our hand and Seal on this 26<sup>th</sup> day of February, 1999.

In the presence of:

William D. Blair  
[Signature]

AUH DEVELOPMENT, LLC (SEAL)

By: [Signature]  
Daniel A. Fiore, Manager

By: [Signature]  
Edmond A. Fiore, Manager

By: [Signature]  
Daniel A. Fiore  
Attorney-in-Fact  
(See Deed Book 1018, page 204)

By: [Signature]  
Frederick James Arpin, Manager

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named AUH DEVELOPMENT, LLC by Daniel A. Fiore, Edmond A. Fiore by Daniel A. Fiore, POA, and Frederick James Arpin, as Managers sign, seal and as their act and deed, deliver the within written Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 26<sup>th</sup> day of February, 1999

[Signature]  
Notary Public of SC  
My commission expires 11-1-2000

William D. Blair

FILED OCONEE, SC  
SALLIE C. SMITH  
CLERK OF COURT  
1999 FEB - 1 P 3 26

Restrictive Covenants  
Hawes Cove Subdivision  
Page 10

BOOK 1024 PAGE 0147

FILED OCOFEE, SC  
SALLIE C. SMITH  
CLERK OF COURT

1999 MAR 31 P 12:52

Ross  
17.00  
004035

STATE OF SOUTH CAROLINA  
COUNTY OF OCOFEE  
AMENDMENT NO. 1  
RESTRICTIVE COVENANTS  
FOR  
KEOWEE COVE SUBDIVISION

PREAMBLE:

A. RESTRICTIVE COVENANTS, ("the Covenants") dated 26 February, 1999, filed in Deed Book 1018 at page 210 applicable to Keowee Cove Subdivision) as shown and described by a Plat, prepared by Freeland & Associates, dated March 10, 1989, filed with the records of Ocofee County in Plat Book A-37 at page 5, ("the Plat") excluding however, Parcel "B" as shown by the Plat, as provided in the Covenants.

B. The Covenants provide in Paragraph 33:

The Covenants may be supplemented or Amended as provided for in this Paragraph:

a. Developer may issue Supplementary or Amended Covenants within a period of two (2) years by giving notice to all Lot Owners of the Subdivision and by filing the Amended Covenants with the records of Ocofee County.

WITNESSETH:

C. Developer hereby amends the Covenants as follows:

D. The Original Restrictive Covenants as defined in Paragraph A are stricken in their entirety and the following substituted therefor:

Restrictive Covenants  
Amendment No. 1  
Keowee Cove Subdivision  
Page 1

BOOK 1024 PAGE 0148

These RESTRICTIVE COVENANTS shall apply and be binding upon the property, lots, and parcels (known as Keowee Cove Subdivision) as shown and described by a Plat, prepared by Freeland & Associates, dated March 10, 1989, filed with the records of Oconee County in Plat Book A-37 at page 5, ("the Plat") provided however, that Parcel "B" as shown by the Plat, is excluded from these Covenants, however, Parcel "B" may be made subject to these Covenants by a supplement or amendment to these Covenants.

1. Definitions: The following definitions shall apply to these Restrictive Covenants.

- a. "the Plat" shall mean the Plat of Keowee Cove Subdivision prepared by Freeland & Associates, dated March 10, 1989, and filed with the records of Oconee County in Plat Book A-37 at page 5.
- b. "the Subdivision" shall mean Keowee Cove Subdivision as shown by the Plat.
- c. "Covenants" shall mean the Restrictive Covenants herein filed with the records of Oconee County and all supplementary or amended Covenants that may be filed by the Developer from time to time.
- d. "Lot" shall mean any tract designated and numbered as a Lot shown by the Plat prepared by Freeland & Associates, dated March 10, 1989, and filed with the records of Oconee County in Plat Book A-37 at page 5. "Lot" shall not include Parcel "A" or "B."
- e. Parcel "A" shall mean the "Recreation Area" designated as Parcel "A" on the Plat.
- f. "Developer" shall mean AUH Development, LLC, its successors, assigns, or designee.
- g. "Lot Owner" or "Owner" shall mean any persons, corporation, partnership, trust, or other entity that owns a numbered Lot in Keowee Cove Subdivision. "Owner" shall mean any entity as defined in this Paragraph who has or acquires an interest in a Lot by Deed, including Quit Claim Deed, Tax Deed, foreclosure, or inheritance. Specifically, a person who acquires an interest at a sale of the property for taxes by Oconee County or other governmental agency shall be an "Owner" for all purposes of these covenants.
- h. "Roads" shall mean the streets, or roads designated as such as shown on the Plat.
- i. "Consumer Price Index" or "CPI" means the Consumer Price Index as determined by the United States

Restrictive Covenants  
Amendment No. 1  
Keowee Cove Subdivision  
Page 1

BOOK 1024 PAGE 0149

Department of Labor, or other United States Governmental Agency as selected by the Developer.

2. Use of Lots - Residential Purposes. All numbered Lots within the Subdivision shall be used for residential purposes only. Only one single family dwelling or a double-wide mobile home may be constructed on any Lot. Each dwelling must have a minimum of nine hundred fifty (950) square feet of heated living space, exclusive of garages, patios, and porches. Any double-wide mobile home shall be permanently installed with appropriate underpinning as required by these covenants.

3. Construction Materials. All homes or other structures constructed on Lots must be of high quality materials and workmanship and must comply with all codes of governmental agencies having jurisdiction over the Subdivision.

4. Storage Buildings. All storage buildings or other structures must be constructed of the same materials as the residence and must be approved by Developer or its designee in the same manner as a residence.

5. No Dumping of Trash Allowed. No dumping of trash, oil, paint, brush, or any other material shall be permitted within the Subdivision.

6. Burning of Brush - Debris. The burning of brush, garbage or debris shall not be allowed within the Subdivision, provided, that when a lot is cleared for the construction of a dwelling, brush may be burned if permitted by governmental authorities having jurisdiction. In no event, however, shall burning of brush be allowed if it shall be dangerous or a nuisance.

7. Damage to Roads. Lot Owners shall be responsible for any damages to surfaces, sub-straights and/or shoulders of road due to construction or traffic of construction equipment.

8. Erosion Control. Erosion control will be the responsibility of Lot Owners so as to contain and control all silt and soil due to excavation and/or construction. Gravel, mud mats shall be installed at construction entrance of each site to retain mud and dirt from the roadway. If mud or debris washes onto pavement, said Lot Owner and/or builder will immediately wash and clean road surface.

9. Maintenance of Lots. All vacant Lots shall be maintained. Unsightly brush, weeds, vines, and other conditions shall not be permitted. All Lots shall be mowed and kept to a neat groomed appearance.

10. Animals Prohibited. No animals, other than domestic pets, shall be kept or maintained in the subdivision. No Owner shall keep more than two (2) dogs on any Lot. No dog that barks so as to interfere with the quiet enjoyment of the other Owners shall

Restricting Covenants  
Amendment No. 1  
Sandy Cove Subdivision  
Page 3

BOOK 1024 PAGE 0150

be permitted. All dogs must be on a leash when it is off of the Lot of the Owner.

11. Fences. No metal or wire fences of any type shall be allowed unless screened from view from the Subdivision roads and adjacent property. Fences shall be restricted to the area of the Lot located behind the residence with a maximum height of four (4') feet.

12. Set Backs. All dwellings and any other structure must be located within the building set-back lines shown on the Plat being set back at the front by forty (40') feet from the center line of the road and fifteen (15') feet from each side and set back fifteen (15') feet from the rear; provided, that if two or more Lots shall be combined into a single Lot for building purposes, then only the outermost set-back lines shall apply. Developer may, for good cause shown, grant variances of not more than ten (10') feet on front set-back lines.

13. Foundations. All foundations shall be concrete masonry units. All concrete block foundations must be veneered with real (not synthetic) brick, stone or stucco. No vinyl or plastic underpinning shall be allowed.

14. Antennas. No television, radio, or other "antenna" shall be permitted exceeding twenty-four (24") inches in diameter, or an extended antenna on a pole exceeding sixty (60") inches in length nor more than ten (10') feet from the top of the home. No antenna shall be installed unless and until approved by the developer.

15. Sewage Disposal. All plumbing, lavatories, and sanitation devices must be indoors. All sewage systems shall be connected to a septic tank or cesspool designed, located and constructed in accordance with the requirements of the South Carolina Department of Health and Environmental Control.

16. Trailers Prohibited. Travel trailers, recreational vehicles, boats in excess of eighteen (18') feet, boat trailers, trucks (other than pick-ups, panel trucks, and vans) and portable camping equipment shall not be visible from the Subdivision roads or adjacent property, nor shall be permanently fixed to any location on a Lot.

17. Utilities. All telephone, water, and electrical lines must be underground. All fuel tanks or containers shall be screened from view or buried underground consistent with accepted safety and environmental precautions.

18. Nuisance Prohibited. No noxious or offensive activity shall be carried on upon any Lot or common area nor shall anything be done thereon which may be or may become an annoyance or nuisance.

19. Trash - Debris. Trash, garbage or other waste shall not

be dumped or kept on any Lot except in approved sanitary containers. All garbage cans and containers shall be screened in such a manner that they are not visible from the paved roads. Each Lot Owner is responsible for their garbage/waste to the county facilities.

20. Approval of Plans. All building plans, elevations, and specifications must be approved by Developer, or its designee, prior to construction. Approval shall not be unreasonably withheld. Developer may, in its discretion, designate a Committee of not more than three (3) Lot Owners, or an Architect, or a Residential Builder, or other designer to review and approve the plans as required by this paragraph, provided however, that Developer retains the right of final approval. Developer may, within its sole discretion, assign the rights created by this paragraph to review and approve or disapprove building plans to an "Architectural Control Committee" appointed by Developer or selected by some method approved by Developer, which plan shall be incorporated into these Covenants by Amendment. All plans must be approved or disapproved within sixty (60) days after submission. If the plans are not disapproved within sixty (60) days after submission, they shall be deemed to have been approved.

21. Completion of Structure. Any structure must be completed within one (1) year after construction has commenced.

22. No Lot Owner at any time shall be able to sell or advertise to sell a vacant Keowee Cove Lot while Developer has Lots for sale.

23. Right of First Refusal. In the event a Lot Owner desires to sell a Lot, such Owner is required to sell the Lot to the Developer at the price offered by a third person. Owner shall submit such offer to the Developer at the address provided in these Covenants. Developer shall have fifteen (15) days to accept the offer or waive its right under this paragraph. If the Developer exercises the right, then Developer shall have thirty (30) days to close the transaction. If the Developer does not respond to an offer duly mailed to it by Certified Mail, within fifteen (15) days, then it shall be deemed that the Right under this paragraph shall be waived.

24. Recreation Area. Use of the Recreation Area (Parcel "A" as shown by the Plat) and the fees for such use shall be in accordance with this paragraph and in accordance with the Rules and Regulations as established by the Developer, or its successor or assignee, as may be amended from time to time:

- a. Parcel "A" as shown on the Plat filed with the records of Oconee County in Plat Book A-37 at page 5 shall be reserved as a Recreation Area for use by Owners of Lots in Keowee Cove Subdivision only.

Restrictive Covenants  
Keowee Cove Subdivision  
Page 0

- b. Developer, or its successor or assignee, will install (or caused to be installed) and maintain the following on Parcel A:
  - i. Boat Ramp
  - ii. Parking Spaces
  - iii. Boat Docks
  - iv. Covered Pavilion with Open Sides
  - v. Picnic Tables
  - vi. Barbecue Pits
  - vii. Shower and Drinking Water Fountain
  - viii. Bike Rack
  - ix. Lighting
  - x. Children's Play Area
  - xi. Lawn and Area Maintenance Cleaning Service
- c. All users of the Recreation Area shall remove all debris and trash created or used by them.
- d. No use shall be made of the area that shall prevent other Lot Owners from enjoying the area. No dogs shall be allowed in the area, except on a leash. No radios or boom boxes shall be allowed to be used in the area that can be heard more than twenty-five (25') feet away.

25. Roads - Maintenance. The following provisions shall apply to the roads within the Subdivision:

- a. There are three (3) roads designated on the Plat: Summersweet Lane, Twilight Court, and Windrush Lane. These roads, and any other roads as may be designated on the Plat, are dedicated for the exclusive use of the Lot Owners in Keowee Cove Subdivision for ingress and egress and for public utilities. A right-of-way is reserved for each Lot in Keowee Cove Subdivision for all roads abutting said Lot.
- b. So long as Developer own Lots in the Subdivision, it shall pay for road maintenance on the same basis as Lot Owners.
- c. Developer reserves the right to assign to a Property Owners Association of the Lot Owners in Keowee Cove Subdivision the duty of maintaining the Subdivision roads and to collect the cost of the maintenance of the roads from Lot Owners and to assign to the Association all the rights reserved to or granted to Developer by these Covenants. Until such assignment is made, all road maintenance shall be performed by Developer, who shall be reimbursed by the Lot Owners as provided in these

Restrictive Covenants  
 Amendment No. 1  
 Keowee Cove Subdivision  
 Page 6

Covenants.

26. Assessments. Assessments and Fees shall be due, paid, and collected as follows:

- a. Each Lot Owner shall pay fees for use of the Recreation Area (Parcel "A"), road maintenance, and street lighting, if installed, annually the sum of Six Hundred Seventy Five (\$675.00) Dollars on or before March 1st of each year. Each day after March 1st, shall be deemed late and billed at the rate of Twenty (\$20.00) Dollars per day until paid in full. After ten (10) consecutive late days, the remaining Lot Owners who have paid in full shall bear the full cost of the delinquent Lot Owner(s) total amounts due and shall be reimbursed from delinquent Lot Owners after litigation and who will bear the full cost of litigation. Each payment share shall be divided equally among current Lot Owners, including the Developer.
- b. Developer shall determine the pro-rata amount of the total fees [Six Hundred Seventy Five (\$675.00) Dollars] allocated to road maintenance and shall escrow such portion in a special interest-bearing account to be used exclusively for road maintenance. Such account may be held in the name of an appropriate escrow agent (accounting firm or bank) ("Escrow Agent"). Developer or Escrow Agent shall provide to each Lot Owner an accounting of the status of the account on or before May 1 of each year and an accounting shall be made available to any Lot Owner on a yearly basis, or other person who has an interest in a Lot, including purchasers and mortgagees.
- c. All fees or assessments not paid when due shall bear interest at the same rate as judgments in South Carolina, and such interest shall be added to the fees and assessments due, in addition to the Twenty (\$20.00) Dollars per day late fee.
- d. Fees may be increased or decreased in accordance with the increase or decrease of the CPI as defined in these covenants.

27. Drainage Easement. A ten (10') foot wide drainage maintenance is reserved following the entire natural storm water drainage course from the outlet side of each culvert pipe crossing a paved road.

28. Street Lighting. Developer may install or have installed (but is not obligated to do so) approximately seven (7) street lighting fixtures. If the right herein is exercised, the Covenants

Restrictive Covenants  
Amendment No. 1  
Spartan Cove Subdivision  
Page 7

BOOK 1024 PAGE 0154

may be amended as may be appropriate. Developer shall pay the cost of the electricity from the fees collected from and paid by the Lot Owners.

29. Assessments - Lien. In the event that a Lot Owner shall fail to pay any fees or assessment(s) required by these Covenants, the Developer, or its successor or assigns, shall be entitled to a lien against the Lot Owner and shall be entitled to recover a judgment against the Lot Owner, for the fees and assessment(s), including all costs of collection, including a reasonable attorneys' fee.

30. Notice to Correct Violation. Developer or its designee shall notify any Lot Owner who violates any Covenant to correct an unsightly or unsafe condition or any condition requiring erosion control and if the Lot Owner fails to correct the condition within thirty (30) days, the Developer shall have the right to enter upon the property, correct the condition, and to charge the Lot Owner for the cost of the correction. Any cost shall constitute and be treated as an Assessment under these Covenants and shall have a lien against the Lot.

31. Covenants Binding. These Covenants shall be binding on all Lot Owners within Keowee Cove Subdivision and shall run with the land and shall be enforceable against the Owner(s) of the Lot. If a Lot is owned by more than one person or entity, the liability for fees and assessments shall be in accordance with the interest of each Owner. All proceedings for enforcement of these Covenants shall be in Oconee County irrespective of the residence or domicile of the Owner(s) of Lots and the venue for all proceedings for enforcement shall be in the Courts of Oconee County. These Covenants shall be interpreted in accordance with the Laws of South Carolina.

32. Enforcement of Covenants. Developer or any Lot Owner may bring an action to enforce the provisions of these Covenants.

33. The Covenants may be supplemented or Amended as provided for in this Paragraph:

- a. Developer may issue Supplementary or Amended Covenants within a period of two (2) years by giving notice to all Lot Owners of the Subdivision and by filing the Amended Covenants with the records of Oconee County.
- b. With the permission of Developer, or its successor or assigns, these Covenants may be amended or modified by written instrument executed by the Owners of two-thirds (2/3) of the Owners of Lots in the Subdivision, provided however, that after Developer has sold all Lots in the Subdivision may (but is not required) to relinquish its permission for amendments to these Covenants. The amendment

Restrictive Covenants  
Amendment No. 1  
Keowee Cove Subdivision  
Page 8

BOOK 1024 PAGE 0155

or modification shall be effective when filed with the records of Oconee County. A copy of the Amended Covenants, with the amendments clearly indicated, shall be provided to each Lot Owner within the Subdivision.

34. Covenants Binding. The Covenants, as Amended, shall be binding as herein set forth for a period of thirty (30) years after which they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of at least two-thirds (2/3) of the Lots in the Subdivision is required agreeing to change the Covenants in whole, in part, or to terminate them.

35. Invalidation of Provision. Invalidation of any provision of these Covenants by a court shall not affect any other provision or Covenants, which shall remain in full force and effect.

36. Notices.

a. All notices to the Developer shall be mailed (Certified) to:

AUH Development, LLC  
c/o Daniel Fiore  
124 Hillside Drive  
Swannanoa, NC 28778

b. All notices to a Lot Owner shall be mailed by certified mail to the address shown on the Oconee County Tax Records at the time of the mailing and such notice mailed to or posted upon the Lot. If a certified mailing is returned or refused, such notice shall be sent by regular mail to the address shown by the Oconee County Tax Records. If there is no address in the Tax Records, Notice to the Lot shall be given by mailing the Notice to the Address of the Lot and if the Lot is vacant, then such Notice shall be posted on the Lot. Such mailing and notice as set forth in this paragraph, when completed, shall be and shall constitute Notice to the Lot Owner irrespective of whether the Lot Owner gets actual Notice.

Restrictive Covenants  
Amendment No. 1  
Oconee Cove Subdivision  
Page 9

BOOK 1024 PAGE 0156

IN WITNESS WHEREOF, we have set our hands and Seal on this 30<sup>th</sup> day of March, 1999.

In the presence of:

Wilma D. Cain  
(witness sign here)

[Signature]  
(Notary sign here)

AUH DEVELOPMENT, LLC (SEAL)

By: [Signature]  
Daniel A. Fiore, Manager

By: [Signature]  
Edmond A. Fiore, Manager

By: [Signature]  
Daniel A. Fiore  
Attorney-in-Fact  
(See Deed Book 1018, page 204)

South  
STATE OF NORTH CAROLINA

COUNTY OF Beaufort

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named AUH DEVELOPMENT, LLC by Daniel A. Fiore, and Edmond A. Fiore by Daniel A. Fiore, POA, as Managers sign, seal and as their act and deed, deliver the within written Amendment No. 1 to Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 30<sup>th</sup> day of March, 1999

Wilma D. Cain  
(same witness as above sign here)

[Signature] (L.S.)  
Notary Public of NC SC  
My commission expires 11-1-2000

(same notary as above sign here; use seal; give expiration date of commission)

Restrictive Covenants  
Amendment No. 1  
Hessons Cove Subdivision  
Page 10

BOOK 1024 PAGE 0157

IN WITNESS WHEREOF, we have set our hands and Seal on this  
29 day of March, 1999.

In the presence of:

Charlene M. Zink  
(witness sign here)

[Signature]  
(notary sign here)

AUH DEVELOPMENT, LLC (SEAL)

By: [Signature]  
Frederick James Arpin, Manager

STATE OF NORTH CAROLINA

COUNTY OF Madison

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named AUH DEVELOPMENT, LLC by Frederick James Arpin, as Manager sign, seal and as his act and deed, deliver the within written Amendment No. 1 to Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

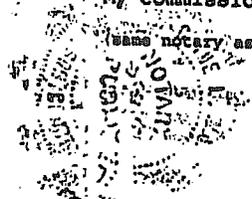
Sworn to before me this 29  
day of March, 1999

Charlene M. Zink  
(same/witness as above sign here)

[Signature] (L.S.)  
Notary Public of NC

My commission expires 10-12-2003

(same notary as above sign here; use seal; give expiration date of commission)



FILED OCORHE, SC  
SALLIE C. SMITH  
CLERK OF COURT  
1999 MAR 31 P 12:52

Restrictive Covenants  
Amendment No. 1  
Excess Cure Substitution  
Page 11

FILED OCONEE, SC  
SALLIE C. SMITH  
CLERK OF COURT

BOOK 1083 PAGE 0216

2800 APR 20 P 4:42

Ross  
1900

000-230

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESTRICTIVE COVENANTS

FOR

KEOWEE COVE SOUTH SUBDIVISION

I. PREAMBLE:

1. "Declarations of Covenants, Conditions, and Restrictions for Blackberry Cove Subdivision" ("Blackberry Cove") were filed with the records of Oconee County in Deed Book 1038 at page 267 purporting to apply to property shown by Plat by James G. Hart, dated March 26, 1992, filed with the records of Oconee County in Book A-124 at page 9 ("Boundary Plat"). The Covenants were executed by "Blackberry Cove by Robert E. Everett, President." The property shown by Boundary Plat was not owned by "Blackberry Cove" at the time the said Covenants were placed on record. At that time Lot 2, Lot 3, Lot 5, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14 and Lot 15, as shown by a Plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682), dated April 12, 1999, Revised April 19, 1999, and April 21, 1999, filed with the records of Oconee County in Plat Book A-673 at page 9 ("the Plat") were owned by ROBERT E. EVERETT, RICHARD A. EVERETT, DOROTHY A. EVERETT, AND SHARON K. EVERETT, see Deed filed with the records of Oconee County in Deed Book 935 at page 107. Lot 1 as shown by the Plat was owned by THORNBERRY DEVELOPMENT CORP., a SC Corporation ("Thornberry") see Deed filed with the records of Oconee County in Deed Book 936 at page 274. Lots 4 and 6 as shown by the Plat was owned by THORNBERRY DEVELOPMENT CORP., a SC Corporation ("Thornberry") see Deed filed with the records of Oconee County in Deed Book 1023 at page 248 and Deed Book 1023 at page 245, respectively. The Covenants were indexed with the records of Oconee County under "Blackberry Cove" and were therefore not in the chain of title of the lots listed herein. By-Laws of Blackberry Cove Homeowners Association were filed with the records of Oconee County in Deed Book 1038 at page 281 as a part of the Covenants.

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 1

2. ROBERT E. EVERETT, RICHARD A. EVERETT, DOROTHY A. EVERETT, AND SHARON K. EVERETT conveyed to THORNBERRY DEVELOPMENT CORP., a SC Corporation Lot 4 as shown by Plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682) dated September 11, 1997, revised March 15, 1999, filed with the records of Oconee County in Plat Book A-667 at page 8 by Deed dated March 22, 1999, filed with the records of Oconee County in Deed Book 1023 at page 248 and Lot 6 as shown by Plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682), dated March 15, 1999, filed with the records of Oconee County in Plat Book A-667 at page 8 by Deed dated March 22, 1999, filed with the records of Oconee County in Deed Book 1023 at page 245.

3. Crescent Resources Inc. conveyed to THORNBERRY DEVELOPMENT CORP., a SC Corporation, a 0.03 acre tract as shown by a Plat by CBS Surveying & Mapping, Inc. (Ted M. Beverly, R.L.S. #7823) dated August 20, 1997, filed with the records of Oconee County in Plat Book A-551 at page 4 ("CBS Plat") by Deed dated March 2, 1998, filed with the records of Oconee County in Deed Book 962 at page 161.

4. ROBERT E. EVERETT, RICHARD A. EVERETT, DOROTHY A. EVERETT, AND SHARON K. EVERETT have conveyed to AUH Development, LLC ("AUH") Lot 2, Lot 3, Lot 5, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14 and Lot 15 as shown by the Plat by Deed dated April 20, 2000, filed with the records of Oconee County in Deed Book \_\_\_\_\_ at page \_\_\_\_\_. THORNBERRY DEVELOPMENT CORP. has conveyed to AUH Lot 1 as shown by the Plat and 0.03 acre tract as shown by the CBS Plat by deed dated April 20, 2000, and filed with the records of Oconee County in Deed Book \_\_\_\_\_ at page \_\_\_\_\_. THORNBERRY DEVELOPMENT CORP. is retaining Lots 4 and 6 as shown by the Plat.

II. AGREEMENTS:

It is hereby agreed as follows:

1. The Covenants as filed with the records of Oconee County in Deed Book 1038 at page 267 thru page 287 are hereby declared to be null and void and of no effect and/or amended by the following Restrictive Covenants.

2. The name of the Subdivision will be changed from "Blackberry Cove" to "Keowee Cove South," that the name of the road will be changed, and that AUH may re-configure the size and shape of the lots conveyed to it, and/or subdivision and/or file new subdivision plats, provided that the lots owned and retained by THORNBERRY DEVELOPMENT CORP. shall not be re-configured. The Restrictive Covenants as herein contained shall be applicable to all of the Lots in Keowee Cove South, including the Lots retained by Thornberry. The Restrictive Covenants as shall be applicable to Keowee Cove South as shown by the Plat filed with the records of Oconee County in Plat Book A-673 at page 9 as may be amended as provided herein in Paragraph 39a.

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 1

3. Thornberry Development Corp., owner of Lots 4 and 6 as shown by the Plat, agrees the Restrictive Covenants herein will be binding upon Lots 4 and 6, provided however, that an exception applies as provided in Paragraph 31 (Assessment).

III. DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR KEOWEE COVE SOUTH

4. This Declaration of Restrictive Covenants, Conditions, Easements, Limitations and Assessments, ("Restrictive Covenants") are made this 20th day of April 2000.

5. These RESTRICTIVE COVENANTS shall apply and be binding upon the property, lots, and parcels (known as Keowee Cove South Subdivision) as shown and described by a Plat, Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682) dated April 12, 1999, revised April 19, 1999, and April 21, 1999, filed with the records of Oconee County in Plat Book A-673 at page 9 ("the Plat") provided however, that the tract containing .03 of an acre as shown by a plat prepared by CBS Surveying and Mapping, Inc. filed with the records of Oconee County in Plat Book A-551 at page 4, (also shown on the Plat at the southern point of the property) (Parcel ".03") is excluded from these Covenants, however, the Parcel may be made subject to these Covenants by a supplement or amendment to these Covenants.

6. Definitions: The following definitions shall apply to these Restrictive Covenants.

- a. "the Plat" shall mean the Plat of Keowee Cove South Subdivision (formerly known as Blackberry Cove Subdivision) prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682) dated April 12, 1999, revised April 19, 1999, and April 21, 1999, filed with the records of Oconee County in Plat Book A-673 at page 9.
- b. "the Subdivision" shall mean Keowee Cove South Subdivision as shown by the Plat.
- c. "Covenants" shall mean the Restrictive Covenants herein filed with the records of Oconee County and all supplementary or amended Covenants that may be filed by the Developer from time to time.
- d. "Lot" shall mean any tract designated and numbered as a Lot shown by the Plat.
- e. "Developer" shall mean AUH Development, LLC, its successors, assigns, or designee.
- f. "Lot Owner" or "Owner" shall mean any persons, corporation, partnership, trust, or other entity

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 3

that owns a numbered Lot in Keowee Cove South Subdivision. "Owner" shall mean any entity as defined in this Paragraph who has or acquires an interest in a Lot by Deed, including Quit Claim Deed, Tax Deed, foreclosure, or inheritance. Specifically, a person who acquires an interest at a sale of the property for taxes by Oconee County or other governmental agency shall be an "Owner" for all purposes of these covenants.

- g. "Roads" shall mean the streets, or roads designated as such as shown on the Plat.
- h. "Consumer Price Index" or "CPI" means the Consumer Price Index as determined by the United States Department of Labor, or other United States Governmental Agency as selected by the Developer.

7. Use of Lots - Residential Purposes. All numbered Lots within the Subdivision shall be used for residential purposes only. Only one single family dwelling or a double-wide mobile home may be constructed on any Lot. Each dwelling must have a minimum of nine hundred fifty (950) square feet of heated living space, exclusive of garages, patios, and porches. Any double-wide mobile home shall be permanently installed with appropriate underpinning as required by these covenants.

8. Construction Materials. All homes or other structures constructed on Lots must be of high quality materials and workmanship and must comply with all codes of governmental agencies having jurisdiction over the Subdivision.

9. Storage Buildings. All storage buildings or other structures must be constructed of the same materials as the residence and must be approved by Developer or its designee in the same manner as a residence.

10. No Dumping of Trash Allowed. No dumping of trash, oil, paint, brush, or any other material shall be permitted within the Subdivision.

11. Burning of Brush - Debris. The burning of brush, garbage or debris shall not be allowed within the Subdivision, provided, that when a Lot is cleared for the construction of a dwelling, brush may be burned if permitted by governmental authorities having jurisdiction. In no event, however, shall burning of brush be allowed if it shall be dangerous or a nuisance.

12. Damage to Roads. Lot Owners shall be responsible for any damages to surfaces, sub-straights and/or shoulders of road due to construction or traffic of construction equipment.

13. Erosion Control. Erosion control will be the responsibility of Lot Owners so as to contain and control all silt

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 4

BOOK 1083 PAGE 0220

and soil due to excavation and/or construction. Gravel, mud mats shall be installed at construction entrance of each site to retain mud and dirt from the roadway. If mud or debris washes onto pavement, said Lot Owner and/or builder will immediately wash and clean road surface.

14. Maintenance of Lots. All vacant Lots shall be maintained. Unsightly brush, weeds, vines, and other conditions shall not be permitted. All Lots shall be mowed and kept to a neat groomed appearance. If a Lot Owner fails to maintain a Lot, the Developer, after 30 days notice to cure, may enter upon the Lot and clear weeds, debris, or otherwise maintain the Lot and charge the cost of such maintenance to the Owner.

15. Animals Prohibited. No animals, other than domestic pets, shall be kept or maintained in the Subdivision. No Owner shall keep more than two (2) dogs on any Lot. No dog that barks so as to interfere with the quiet enjoyment of the other Owners shall be permitted. All dogs must be on a leash when it is off of the Lot of the Owner.

16. Fences. No metal or wire fences of any type shall be allowed unless screened from view from the Subdivision roads and adjacent property. Fences shall be restricted to the area of the Lot located behind the residence with a maximum height of four (4') feet.

17. Set Backs. All dwellings and any other structure must be located within the building set-back lines shown on the Plat being set back at the front by forty (40') feet from the center line of the road and fifteen (15') feet from each side and set back fifteen (15') feet from the rear; provided, that if two or more Lots shall be combined into a single Lot for building purposes, then only the outermost set-back lines shall apply. Developer may, for good cause shown, grant variances of not more than ten (10') feet on front set-back lines.

18. Foundations. All foundations shall be concrete masonry units. All concrete block foundations must be veneered with real (not synthetic) brick, stone or stucco. No vinyl or plastic underpinning shall be allowed.

19. Antennas. No television, radio, or other "antenna" shall be permitted exceeding twenty-four (24") inches in diameter, or an extended antenna on a pole exceeding sixty (60") inches in length nor more than ten (10') feet from the top of the home. No antenna shall be installed unless and until approved by the developer.

20. Sewage Disposal. All plumbing, lavatories, and sanitation devices must be indoors. All sewage systems shall be connected to a septic tank or cesspool designed, located and constructed in accordance with the requirements of the South Carolina Department of Health and Environmental Control.

21. Trailers Prohibited. Travel trailers, recreational vehicles, boats in excess of eighteen (18') feet, boat trailers, trucks (other than pick-ups, panel trucks, and vans) and portable camping equipment shall not be visible from the Subdivision roads or adjacent property, nor shall be permanently fixed to any location on a Lot.

22. Utilities. All telephones, water, and electrical lines must be underground. All fuel tanks or containers shall be screened from view or buried underground consistent with accepted safety and environmental precautions.

23. Nuisance Prohibited. No noxious or offensive activity shall be carried on upon any Lot or common area nor shall anything be done thereon which may be or may become an annoyance or nuisance.

24. Trash - Debris. Trash, garbage or other waste shall not be dumped or kept on any Lot except in approved sanitary containers. All garbage cans and containers shall be screened in such a manner that they are not visible from the paved roads. Each Lot Owner is responsible for their garbage/waste to the county facilities.

25. Approval of Plans. All building plans, elevations, and specifications must be approved by Developer, or its designee, prior to construction. Approval shall not be unreasonably withheld. Developer may, in its discretion, designate a Committee of not more than three (3) Lot Owners, or an Architect, or a Residential Builder, or other designer to review and approve the plans as required by this paragraph, provided however, that Developer retains the right of final approval. Developer may, within its sole discretion, assign the rights created by this paragraph to review and approve or disapprove building plans to an "Architectural Control Committee" appointed by Developer or selected by some method approved by Developer, which plan shall be incorporated into these Covenants by Amendment. All plans must be approved or disapproved within sixty (60) days after submission. If the plans are not disapproved within sixty (60) days after submission, they shall be deemed to have been approved.

26. Completion of Structure. Any structure must be completed within one (1) year after construction has commenced.

27. No Lot Owner at any time shall be able to sell or advertise to sell a vacant Keowee Cove South Lot while Developer has Lots for sale.

28. Right of First Refusal. In the event a Lot Owner desires to sell a Lot, such Owner is required to sell the Lot to the Developer at the price offered by a third person. Owner shall submit such offer to the Developer at the address provided in these Covenants. Developer shall have fifteen (15) days to accept the offer or waive its right under this paragraph. If the Developer

exercises the right, then Developer shall have thirty (30) days to close the transaction. If the Developer does not respond to an offer duly mailed to it by Certified Mail, within fifteen (15) days, then it shall be deemed that the Right under this paragraph shall be waived.

29. Recreation Area. Use of the Recreation Area (parcel as shown by the Plat) and the fees for such use shall be in accordance with this paragraph and in accordance with the Rules and Regulations as established by the Developer, or its successor or assignee, as may be amended from time to time:

- a. The parcel as shown on the Plat shall be reserved as a Recreation Area for use by Owners of Lots in Keewee Cove South Subdivision only.
- b. Developer, or its successor or assignee, will install (or caused to be installed) and maintain the following on the Recreation Area:
  - i. Boat Ramp
  - ii. Parking Spaces
  - iii. Boat Docks
  - iv. Covered Pavilion with Open Sides
  - v. Picnic Tables
  - vi. Barbecue Pits
  - vii. Shower and Drinking Water Fountain
  - viii. Bike Rack
  - ix. Lighting
  - x. Children's Play Area
  - xi. Lawn and Area Maintenance Cleaning Service
- c. All users of the Recreation Area shall remove all debris and trash created or used by them.
- d. No use shall be made of the area that shall prevent other Lot Owners from enjoying the area. No dogs shall be allowed in the area, except on a leash. No radios or boom boxes shall be allowed to be used in the area that can be heard more than twenty-five (25') feet away.

30. Roads - Maintenance. The following provisions shall apply to the roads within the Subdivision:

- a. There is one (1) road designated on the Plat: Fisherman Lane. This road, and any other roads as may be designated on the Plat, are dedicated for the exclusive use of the Lot Owners in Keewee Cove South Subdivision for ingress and egress and for public utilities. A right-of-way is reserved for each Lot in Keewee Cove South Subdivision for all roads abutting said Lot.

- b. So long as Developer own Lots in the Subdivision, it shall pay for road maintenance on the same basis as Lot Owners.
- c. Developer reserves the right to assign to a Property Owners Association of the Lot Owners in Keowee Cove South Subdivision the duty of maintaining the Subdivision roads and to collect the cost of the maintenance of the roads from Lot Owners and to assign to the Association all the rights reserved to or granted to Developer by these Covenants. Until such assignment is made, all road maintenance shall be performed by Developer, who shall be reimbursed by the Lot Owners as provided in these Covenants.
- d. Developer reserves the right to add other property as a part of the Subdivision as additional Phases by filing Supplemental Covenants adding other property to the Subdivision and making such property subject to these Covenants.
- e. Developer reserves the right to develop other adjoining property and use the road Fisherman Lane, as shown on the plat, as a right-of-way to such property to be used by owners of the adjoining property and to install and maintain utility cables, lines, and/or pipes along or in Fisherman Lane to serve the adjoining property. No additional cost, however, shall be assessed to the Lot Owners of Keowee Cove South.

31. Assessments. Assessments and Fees shall be due, paid, and collected as follows, provided however, that Assessments shall not be charged to Lots 4 and 6 so long as they are owned by Thornberry Development Corp., but such assessments shall apply to said lots when title to said lots are conveyed, devised, or gifted to any other person or firm.

- a. Each Lot Owner shall pay fees for use of the Recreation Area road maintenance, and street lighting, if installed, annually the sum of Seven Hundred Eighty Five (\$785.00) Dollars on or before March 1st of each year. Each day after March 1st, shall be deemed late and billed at the rate of Twenty (\$20.00) Dollars per day until paid in full. After ten (10) consecutive late days, the remaining Lot Owners who have paid in full shall bear the full cost of the delinquent Lot Owner(s) total amounts due and shall be reimbursed from delinquent Lot Owners after litigation and who will bear the full cost of litigation. Each payment share shall be divided equally among current Lot Owners, including the Developer.

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 8

BOOK 1083 PAGE 0224

- b. Developer shall determine the pro-rata amount of the total fees [Seven Hundred Eighty Five (\$785.00) Dollars] allocated to road maintenance and shall escrow such portion in a special interest-bearing account to be used exclusively for road maintenance. Such account may be held in the name of an appropriate escrow agent (accounting firm or bank) ("Escrow Agent"). Developer or Escrow Agent shall provide to each Lot Owner an accounting of the status of the account on or before May 1 of each year and an accounting shall be made available to any Lot Owner on a yearly basis, or other person who has an interest in a Lot, including purchasers and mortgagees.
- c. All fees or assessments not paid when due shall bear interest at the same rate as judgments in South Carolina, and such interest shall be added to the fees and assessments due, in addition to the Twenty (\$20.00) Dollars per day late fee.
- d. Fees may be increased or decreased in accordance with the increase or decrease of the CPI as defined in these covenants.

32. Drainage Easement. A ten (10') foot wide drainage maintenance is reserved following the entire natural storm water drainage course from the outlet side of each culvert pipe crossing a paved road.

33. Utility Easement. Developer reserves an easement along, in, or across the roads within the Subdivision for the installation and/or maintenance of public utilities, i.e. water, sewer, cable, telephone, and/or other utility lines, pipes, or cables. Such easement may be assigned by Developer to the appropriate governmental or private agency to the extent necessary for the installation or maintenance of the lines, pipes, or cables. Developer also reserves a ten (10') foot easement along all lots for the installation and maintenance of utility lines, pipes, or cables.

34. Street Lighting. Developer may install or have installed (but is not obligated to do so) approximately five (5) street lighting fixtures. If the right herein is exercised, the Covenants may be amended as may be appropriate. Developer shall pay the cost of the electricity from the fees collected from and paid by the Lot Owners.

35. Assessments - Lien. In the event that a Lot Owner shall fail to pay any fees or assessment(s) required by these Covenants, the Developer, or its successor or assigns, shall be entitled to a lien against the Lot Owner and shall be entitled to recover a judgment against the Lot Owner, for the fees and assessment(s), including all costs of collection, including a reasonable

attorneys' fee.

BOOK 1083 PAGE 0225

36. Notice to Correct Violation. Developer or its designee shall notify any Lot Owner who violates any Covenant to correct an unsightly or unsafe condition or any condition requiring erosion control and if the Lot Owner fails to correct the condition within thirty (30) days, the Developer shall have the right to enter upon the property, correct the condition, and to charge the Lot Owner for the cost of the correction. Any cost shall constitute and be treated as an Assessment under these Covenants and shall have a lien against the Lot.

37. Covenants Binding. These Covenants shall be binding on all Lot Owners within Keowee Cove South Subdivision and shall run with the land and shall be enforceable against the Owner(s) of the Lot. If a Lot is owned by more than one person or entity, the liability for fees and assessments shall be in accordance with the interest of each Owner. All proceedings for enforcement of these Covenants shall be in Oconee County irrespective of the residence or domicile of the Owner(s) of Lots and the venue for all proceedings for enforcement shall be in the Courts of Oconee County. These Covenants shall be interpreted in accordance with the Laws of South Carolina.

38. Enforcement of Covenants. Developer or any Lot Owner may bring an action to enforce the provisions of these Covenants.

39. The Covenants may be supplemented or Amended as provided in this Paragraph:

- a. Developer may issue Supplementary or Amended Covenants within a period of Two (2) years by giving notice to all Lot Owners of the Subdivision and by filing the Amended Covenants with the records of Oconee County.
- b. With the permission of Developer, or its successor or assigns, these Covenants may be amended or modified by written instrument executed by the Owners of two-thirds (2/3) of the Owners of Lots in the Subdivision, provided however, that after Developer has sold all Lots in the Subdivision may (but is not required) to relinquish its permission for amendments to these Covenants. The amendment or modification shall be effective when filed with the records of Oconee County. A copy of the Amended Covenants, with the amendments clearly indicated, shall be provided to each Lot Owner within the Subdivision.

40. Covenants Binding. The Covenants, as Amended, shall run with the land and be binding as herein set forth. In the event that is necessary to bring an action to enforce the Covenants, the Developer or other person bringing such action shall be entitled to

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 10

BOOK 1083 PAGE 0226

recover from the person violating the Covenant(s) all costs of litigation, including a reasonable attorneys fee, if the covenants are enforced by the court.

41. Invalidation of Provision. Invalidation of any provision of these Covenants by a court shall not affect any other provision or Covenants, which shall remain in full force and effect.

42. Notices.

- a. All notices to the Developer shall be mailed (Certified) to:

AUH Development, LLC  
c/o Daniel Fiore  
124 Hillside Drive  
Swannanoa, NC 28778

- b. All notices to a Lot Owner shall be mailed by certified mail to the address shown on the Oconee County Tax Records at the time of the mailing and such notice mailed to or posted upon the Lot. If a certified mailing is returned or refused, such notice shall be sent by regular mail to the address shown by the Oconee County Tax Records. If there is no address in the Tax Records, Notice to the Lot shall be given by mailing the Notice to the Address of the Lot and if the Lot is vacant, then such Notice shall be posted on the Lot. Such mailing and notice as set forth in this paragraph, when completed, shall be and shall constitute Notice to the Lot Owner irrespective of whether the Lot Owner gets actual Notice.

BOOK 1083 PAGE 0227

IN WITNESS WHEREOF, we have set our hands and Seal on this 20th day of April, 2000.

In the presence of:

AUH DEVELOPMENT, LLC (SEAL)

By: [Signature]  
Daniel A. Fiore, Manager

Wilma D. Dinn  
[Signature]

By: [Signature]  
Edmond A. Fiore, Manager

By: [Signature]  
Frederick James Arpin, Manager  
Owner of Lots 1, 2-3, 5, 7-15  
Deed Book 1083 at pages 213 & 215

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named AUH DEVELOPMENT, LLC by Daniel A. Fiore, Edmond A. Fiore and Frederick James Arpin as Managers sign, seal and as its act and deed, deliver the within written Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 20th day of April, 2000

[Signature] (L.S.)  
Notary Public of SC  
My commission expires 11-1-2000

Wilma D. Dinn

Restrictive Covenants  
Eosmo Cove South Subdivision  
Page 12

BOOK 1083 PAGE 0228

IN WITNESS WHEREOF, we have set our hands and Seal on this 20th day of April, 2000.

In the presence of:

Wilma D. Cain

THORNBERRY DEVELOPMENT CORP. (SEAL)

[Signature]

By: Robert E. Everett  
Robert E. Everett, President

Owner of Lot 4 (DB 1023, 248)  
Owner of Lot 6 (DB 1023, 245)

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named THORNBERRY DEVELOPMENT CORP. by its duly authorized officer(s) sign, seal and as its act and deed, deliver the within written Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 20th day of April, 2000

[Signature]  
Notary Public of SC  
My commission expires 11-1-2000

Wilma D. Cain

ROSS

2700

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS

2000 AUG -1 P 4:07

BOOK 1100 PAGE 280

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
AMENDED  
RESTRICTIVE COVENANTS  
FOR  
KEOWEE COVE SOUTH SUBDIVISION

I. PREAMBLE:

1. "Declarations of Covenants, Conditions, and Restrictions for Blackberry Cove Subdivision" ("Blackberry Cove") were filed with the records of Oconee County in Deed Book 1038 at page 267 purporting to apply to property shown by Plat by James G. Hart, dated March 26, 1992, filed with the records of Oconee County in Book A-124 at page 9 ("Boundary Plat"). The Covenants were executed by "Blackberry Cove by Robert E. Everett, President." The property shown by Boundary Plat was not owned by "Blackberry Cove" at the time the said Covenants were placed on record. At that time Lot 2, Lot 3, Lot 5, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14 and Lot 15, as shown by a Plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682), dated April 12, 1999, Revised April 19, 1999, and April 21, 1999, filed with the records of Oconee County in Plat Book A-673 at page 9 ("the Plat") were owned by ROBERT E. EVERETT, RICHARD A. EVERETT, DOROTHY A. EVERETT, AND SHARON K. EVERETT, see Deed filed with the records of Oconee County in Deed Book 935 at page 107. Lot 1 as shown by the Plat was owned by THORNBERRY DEVELOPMENT CORP., a SC Corporation ("Thornberry") see Deed filed with the records of Oconee County in Deed Book 936 at page 274. Lots 4 and 6 as shown by the Plat was owned by THORNBERRY DEVELOPMENT CORP., a SC Corporation ("Thornberry") see Deed filed with the records of Oconee County in Deed Book 1023 at page 248 and Deed Book 1023 at page 245, respectively. The Covenants were indexed with the records of Oconee County under "Blackberry Cove" and were therefore not in the chain of title of the lots listed herein. By-Laws of Blackberry Cove Homeowners Association were filed with the records of Oconee County in Deed Book 1038 at page 281 as a part of the

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 1

Covenants.

2. ROBERT E. EVERETT, RICHARD A. EVERETT, DOROTHY A. EVERETT, AND SHARON K. EVERETT conveyed to THORNBERRY DEVELOPMENT CORP., a SC Corporation Lot 4 as shown by Plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682) dated September 11, 1997, revised March 15, 1999, filed with the records of Oconee County in Plat Book A-667 at page 8 by Deed dated March 22, 1999, filed with the records of Oconee County in Deed Book 1023 at page 248 and Lot 6 as shown by Plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682), dated March 15, 1999, filed with the records of Oconee County in Plat Book A-667 at page 8 by Deed dated March 22, 1999, filed with the records of Oconee County in Deed Book 1023 at page 245.

3. Crescent Resources Inc. conveyed to THORNBERRY DEVELOPMENT CORP., a SC Corporation, a 0.03 acre tract as shown by a Plat by CBS Surveying & Mapping, Inc. (Ted M. Beverly, R.L.S. #7823) dated August 20, 1997, filed with the records of Oconee County in Plat Book A-551 at page 4 ("CBS Plat") by Deed dated March 2, 1998, filed with the records of Oconee County in Deed Book 962 at page 161.

4. ROBERT E. EVERETT, RICHARD A. EVERETT, DOROTHY A. EVERETT, AND SHARON K. EVERETT have conveyed to AUH Development, LLC ("AUH") Lot 2, Lot 3, Lot 5, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14 and Lot 15 as shown by the Plat by Deed dated April 20, 2000, filed with the records of Oconee County in Deed Book 1083 at page 213. THORNBERRY DEVELOPMENT CORP. has conveyed to AUH Lot 1 as shown by the Plat and 0.03 acre tract as shown by the CBS Plat by deed dated April 20, 2000 and filed with the records of Oconee County in Deed Book 1083 at page 210. THORNBERRY DEVELOPMENT CORP. is retaining Lots 4 and 6 as shown by the Plat.

II. AGREEMENTS:

It is hereby agreed as follows:

1. The Covenants as filed with the records of Oconee County in Deed Book 1038 at page 267 thru page 287 are hereby declared to be null and void and of no effect and/or amended by the following Restrictive Covenants.

2. The name of the Subdivision will be changed from "Blackberry Cove" to "Keowee Cove South," that the name of the road will be changed, and that AUH may re-configure the size and shape of the lots conveyed to it, and/or subdivision and/or file new subdivision plats, provided that the lots owned and retained by THORNBERRY DEVELOPMENT CORP. shall not be re-configured. The Restrictive Covenants as herein contained shall be applicable to all of the Lots in Keowee Cove South, including the Lots retained by Thornberry. The Restrictive Covenants as shall be applicable to Keowee Cove South as shown by the Plat filed with the records of

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 2

BOOK 1100 PAGE 282

Oconee County in Plat Book A-673 at page 9 as may be amended as provided herein in Paragraph 40a.

3. Thornberry Development Corp., owner of Lots 4 and 6 as shown by the Plat, agrees the Restrictive Covenants herein will be binding upon Lots 4 and 6, provided however, that an exception applies as provided in Paragraph 31 (Assessment).

III. FIRST AMENDMENT TO COVENANTS

4. The Declaration of Restrictive Covenants, Conditions, Easements, Limitations and Assessments ("Restrictive Covenants") dated April 20, 2000, filed with the Records of Oconee County in Deed Book 1083 at page 216, are amended this \_\_\_ day of June, 2000 by striking the Covenants as previously filed in their entirety and substituting therefor the following.

IV. AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KEOWEE COVE SOUTH

5. This Amended Declaration of Restrictive Covenants, Conditions, Easements, Limitations and Assessments, ("Restrictive Covenants") are made this \_\_\_ day of June, 2000.

6. These RESTRICTIVE COVENANTS shall apply and be binding upon the property, lots, and parcels (known as Keowee Cove South Subdivision) as shown and described by a Plat, ("the Plat") prepared by Barry L. Collins, SCPLS 11903 dated May 15, 2000, and filed with records of Oconee County in Plat Book A167 at page 5 as to Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37 and Tracts A and B, and shall include Lots 4 and 6 as shown on plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682) dated April 12, 1999, revised April 19, 1999, and April 21, 1999, filed with the records of Oconee County in Plat Book A-673 at page 9.

7. Definitions: The following definitions shall apply to these Restrictive Covenants.

- a. "the Plat" shall mean the Plat of Keowee Cove South Subdivision (formerly known as Blackberry Cove Subdivision) prepared by Barry L. Collins, SCPLS 11903 dated May 15, 2000, and filed with records of Oconee County in Plat Book A167 at page 5 as to Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37 and Tracts A and B, and shall include Lots 4 and 6 shown on plat filed with the records of Oconee County in Plat Book A-673 at page 9.
- b. "the Subdivision" shall mean Keowee Cove South Subdivision as shown by the Plat.
- c. "Covenants" shall mean the Restrictive Covenants

FILED FOR RECORDS  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2000 AUG - 1 P 07

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 3

herein filed with the records of Oconee County and all supplementary or amended Covenants that may be filed by the Developer from time to time.

- d. "Lot" shall mean any tract designated and numbered as a Lot shown by the Plat.
- e. "Developer" shall mean AUH Development, LLC, its successors, assigns, or designee.
- f. "Lot Owner" or "Owner" shall mean any persons, corporation, partnership, trust, or other entity that owns a numbered Lot in Keowee Cove South Subdivision. "Owner" shall mean any entity as defined in this Paragraph who has or acquires an interest in a Lot by Deed, including Quit Claim Deed, Tax Deed, foreclosure, or inheritance. Specifically, a person who acquires an interest at a sale of the property for taxes by Oconee County or other governmental agency shall be an "Owner" for all purposes of these covenants.
- g. "Roads" shall mean the streets, or roads designated as such as shown on the Plat.
- h. "Consumer Price Index" or "CPI" means the Consumer Price Index as determined by the United States Department of Labor, or other United States Governmental Agency as selected by the Developer.

8. Use of Lots - Residential Purposes. All numbered Lots within the Subdivision shall be used for residential purposes only. Only one single family dwelling may be constructed on any Lot. Each dwelling must have a minimum of nine hundred fifty (950) square feet of heated living space, exclusive of garages, patios, and porches. No mobile homes, single or double-wide, are allowed.

9. Construction Materials. All homes or other structures constructed on Lots must be of high quality materials and workmanship and must comply with all codes of governmental agencies having jurisdiction over the Subdivision.

10. Storage Buildings. All storage buildings or other structures must be constructed of the same materials as the residence and must be approved by Developer or its designee in the same manner as a residence.

11. No Dumping of Trash Allowed. No dumping of trash, oil, paint, brush, or any other material shall be permitted within the Subdivision.

12. Burning of Brush - Debris. The burning of brush, garbage or debris shall not be allowed within the Subdivision, provided, that when a Lot is cleared for the construction of a dwelling,

BOOK 1100 PAGE 284

brush may be burned if permitted by governmental authorities having jurisdiction. In no event, however, shall burning of brush be allowed if it shall be dangerous or a nuisance.

13. Damage to Roads. Lot Owners shall be responsible for any damages to surfaces, sub-straight and/or shoulders of road due to construction or traffic of construction equipment.

14. Erosion Control. Erosion control will be the responsibility of Lot Owners so as to contain and control all silt and soil due to excavation and/or construction. Gravel, mud mats shall be installed at construction entrance of each site to retain mud and dirt from the roadway. If mud or debris washes onto pavement, said Lot Owner and/or builder will immediately wash and clean road surface.

15. Maintenance of Lots. All vacant Lots shall be maintained. Unsightly brush, weeds, vines, and other conditions shall not be permitted. All Lots shall be mowed and kept to a neat groomed appearance. If a Lot Owner fails to maintain a Lot, the Developer, after 30 days notice to cure, may enter upon the Lot and clear weeds, debris, or otherwise maintain the Lot and charge the cost of such maintenance to the Owner.

16. Animals Prohibited. No animals, other than domestic pets, shall be kept or maintained in the Subdivision. No Owner shall keep more than two (2) dogs on any Lot. No dog that barks so as to interfere with the quiet enjoyment of the other Owners shall be permitted. All dogs must be on a leash when it is off of the Lot of the Owner.

17. Fences. No metal or wire fences of any type shall be allowed unless screened from view from the Subdivision roads and adjacent property. Fences shall be restricted to the area of the Lot located behind the residence with a maximum height of four (4') feet.

18. Set Backs. All dwellings and any other structure must be located within the building set-back lines shown on the Plat being set back at the front by forty (40') feet from the center line of the road and fifteen (15') feet from each side and set back fifteen (15') feet from the rear; provided, that if two or more Lots shall be combined into a single Lot for building purposes, then only the outermost set-back lines shall apply. Developer may, for good cause shown, grant variances of not more than ten (10') feet on front set-back lines.

19. Foundations. All foundations shall be concrete masonry units. All concrete block foundations must be veneered with real (not synthetic) brick, stone or stucco. No vinyl or plastic underpinning shall be allowed.

20. Antennas. No television, radio, or other "antenna" shall be permitted exceeding twenty-four (24") inches in diameter, or an

extended antenna on a pole exceeding sixty (60") inches in length nor more than ten (10') feet from the top of the home. No antenna shall be installed unless and until approved by the developer.

21. Sewage Disposal. All plumbing, lavatories, and sanitation devices must be indoors. All sewage systems shall be connected to a septic tank or cesspool designed, located and constructed in accordance with the requirements of the South Carolina Department of Health and Environmental Control.

22. Trailers Prohibited. Travel trailers, recreational vehicles, boats in excess of eighteen (18') feet, boat trailers, trucks (other than pick-ups, panel trucks, and vans) and portable camping equipment shall not be visible from the Subdivision roads or adjacent property, nor shall be permanently fixed to any location on a Lot.

23. Utilities. All telephone, water, and electrical lines must be underground. All fuel tanks or containers shall be screened from view or buried underground consistent with accepted safety and environmental precautions.

24. Nuisance Prohibited. No noxious or offensive activity shall be carried on upon any Lot or common area nor shall anything be done thereon which may be or may become an annoyance or nuisance.

25. Trash - Debris. Trash, garbage or other waste shall not be dumped or kept on any Lot except in approved sanitary containers. All garbage cans and containers shall be screened in such a manner that they are not visible from the paved roads. Each Lot Owner is responsible for their garbage/waste to the county facilities.

26. Approval of Plans. All building plans, elevations, and specifications must be approved by Developer, or its designee, prior to construction. Approval shall not be unreasonably withheld. Developer may, in its discretion, designate a Committee of not more than three (3) Lot Owners, or an Architect, or a Residential Builder, or other designer to review and approve the plans as required by this paragraph, provided however, that Developer retains the right of final approval. Developer may, within its sole discretion, assign the rights created by this paragraph to review and approve or disapprove building plans to an "Architectural Control Committee" appointed by Developer or selected by some method approved by Developer, which plan shall be incorporated into these Covenants by Amendment. All plans must be approved or disapproved within sixty (60) days after submission. If the plans are not disapproved within sixty (60) days after submission, they shall be deemed to have been approved.

27. Completion of Structure. Any structure must be completed within one (1) year after construction has commenced.

Restrictive Covenants  
Laguna Cove South Subdivision  
Page 1

BOOK 1100 PAGE 286

28. No Lot Owner at any time shall be able to sell or advertise to sell a vacant Keowee Cove South Lot while Developer has Lots for sale.

29. Right of First Refusal. In the event a Lot Owner desires to sell a Lot, such Owner is required to sell the Lot to the Developer at the purchase price less any taxes, real estate fees, closing costs, or improvements made to the property. If the Developer exercises the right, then Developer shall have thirty (30) days to close the transaction. If the Developer does not respond to an offer duly mailed to it by Certified Mail, within fifteen (15) days, then it shall be deemed that the Right under this paragraph shall be waived.

30. Recreation Area. Use of the Recreation Area (parcel as shown by the Plat) and the fees for such use shall be in accordance with this paragraph and in accordance with the Rules and Regulations as established by the Developer, or its successor or assignee, as may be amended from time to time:

- a. The parcel as shown on the Plat shall be reserved as a Recreation Area for use by Owners of Lots in Keowee Cove South and Keowee Cove Subdivisions.
- b. Developer, or its successor or assignee, will install (or caused to be installed) and maintain the following on the Recreation Area:
  - i. Boat Ramp
  - ii. Parking Spaces
  - iii. Boat Docks
  - iv. Covered Pavilion with Open Sides
  - v. Picnic Tables
  - vi. Barbecue Pits
  - vii. Shower and Drinking Water Fountain
  - viii. Bike Rack
  - ix. Lighting
  - x. Children's Play Area
  - xi. Lawn and Area Maintenance Cleaning Service
- c. All users of the Recreation Area shall remove all debris and trash created or used by them.
- d. No use shall be made of the area that shall prevent other Lot Owners from enjoying the area. No dogs shall be allowed in the area, except on a leash. No radios or boom boxes shall be allowed to be used in the area that can be heard more than twenty-five (25') feet away.

31. Roads - Maintenance. The following provisions shall apply to the roads within the Subdivision:

- a. There is one (1) road designated on the Plat: Fisherman Lane. This road, and any other roads as may be designated on the Plat, are dedicated for the exclusive use of the Lot Owners in Keowee Cove South Subdivision for ingress and egress and for public utilities. A right-of-way is reserved for each Lot in Keowee Cove South Subdivision for all roads abutting said Lot.
- b. So long as Developer own Lots in the Subdivision, it shall pay for road maintenance on the same basis as Lot Owners.
- c. Developer reserves the right to assign to a Property Owners Association of the Lot Owners in Keowee Cove South Subdivision the duty of maintaining the Subdivision roads and to collect the cost of the maintenance of the roads from Lot Owners and to assign to the Association all the rights reserved to or granted to Developer by these Covenants. Until such assignment is made, all road maintenance shall be performed by Developer, who shall be reimbursed by the Lot Owners as provided in these Covenants.
- d. Developer reserves the right to add other property as a part of the Subdivision as additional Phases by filing Supplemental Covenants adding other property to the Subdivision and making such property subject to these Covenants.
- e. Developer reserves the right to develop other adjoining property and use the road Fisherman Lane, as shown on the plat, as a right-of-way to such property to be used by owners of the adjoining property and to install and maintain utility cables, lines, and/or pipes along or in Fisherman Lane to serve the adjoining property. No additional cost, however, shall be assessed to the Lot Owners of Keowee Cove South.

32. Assessments. Assessments and Fees shall be due, paid, and collected as follows, provided however, that Assessments shall not be charged to Lots 4 and 6 so long as they are owned by Thornberry Development Corp., but such assessments shall apply to said lots when title to said lots are conveyed, devised, or gifted to any other person or firm.

- a. Each Lot Owner shall pay fees for use of the Recreation Area road maintenance, and street lighting, if installed, annually the sum of Seven Hundred Eighty Five (\$785.00) Dollars on or before March 1st of each year. Each day after March 1st, shall be deemed late and billed at the rate of

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 8

BOOK 1100 PAGE 288

Twenty (\$20.00) Dollars per day until paid in full. After ten (10) consecutive late days, the remaining Lot Owners who have paid in full shall bear the full cost of the delinquent Lot Owner(s) total amounts due and shall be reimbursed from delinquent Lot Owners after litigation and who will bear the full cost of litigation. Each payment share shall be divided equally among current Lot Owners, including the Developer.

- b. Developer shall determine the pro-rata amount of the total fees [Seven Hundred Eighty Five (\$785.00) Dollars] allocated to road maintenance and shall escrow such portion in a special interest-bearing account to be used exclusively for road maintenance. Such account may be held in the name of an appropriate escrow agent (accounting firm or bank) ("Escrow Agent"). Developer or Escrow Agent shall provide to each Lot Owner an accounting of the status of the account on or before May 1 of each year and an accounting shall be made available to any Lot Owner on a yearly basis, or other person who has an interest in a Lot, including purchasers and mortgagees.
- c. All fees or assessments not paid when due shall bear interest at the same rate as judgments in South Carolina, and such interest shall be added to the fees and assessments due, in addition to the Twenty (\$20.00) Dollars per day late fee.
- d. Fees may be increased or decreased in accordance with the increase or decrease of the CPI as defined in these covenants.

33. Drainage Easement. A ten (10') foot wide drainage maintenance is reserved following the entire natural storm water drainage course from the outlet side of each culvert pipe crossing a paved road.

34. Utility Easement. Developer reserves an easement along, in, or across the roads within the Subdivision for the installation and/or maintenance of public utilities, i.e. water, sewer, cable, telephone, and/or other utility lines, pipes, or cables. Such easement may be assigned by Developer to the appropriate governmental or private agency to the extent necessary for the installation or maintenance of the lines, pipes, or cables. Developer also reserves a ten (10') foot easement along all lots for the installation and maintenance of utility lines, pipes, or cables.

35. Street Lighting. Developer may install or have installed (but is not obligated to do so) approximately five (5) street lighting fixtures. If the right herein is exercised, the Covenants

may be amended as may be appropriate. Developer shall pay the cost of the electricity from the fees collected from and paid by the Lot Owners.

36. Assessments - Lien. In the event that a Lot Owner shall fail to pay any fees or assessment(s) required by these Covenants, the Developer, or its successor or assigns, shall be entitled to a lien against the Lot Owner and shall be entitled to recover a judgment against the Lot Owner, for the fees and assessment(s), including all costs of collection, including a reasonable attorneys' fee.

37. Notice to Correct Violation. Developer or its designee shall notify any Lot Owner who violates any Covenant to correct an unsightly or unsafe condition or any condition requiring erosion control and if the Lot Owner fails to correct the condition within thirty (30) days, the Developer shall have the right to enter upon the property, correct the condition, and to charge the Lot Owner for the cost of the correction. Any cost shall constitute and be treated as an Assessment under these Covenants and shall have a lien against the Lot.

38. Covenants Binding. These Covenants shall be binding on all Lot Owners within Keowee Cove South Subdivision and shall run with the land and shall be enforceable against the Owner(s) of the Lot. If a Lot is owned by more than one person or entity, the liability for fees and assessments shall be in accordance with the interest of each Owner. All proceedings for enforcement of these Covenants shall be in Oconee County irrespective of the residence or domicile of the Owner(s) of Lots and the venue for all proceedings for enforcement shall be in the Courts of Oconee County. These Covenants shall be interpreted in accordance with the Laws of South Carolina.

39. Enforcement of Covenants. Developer or any Lot Owner may bring an action to enforce the provisions of these Covenants.

40. The Covenants may be supplemented or Amended as provided in this Paragraph:

- a. Developer may issue Supplementary or Amended Covenants within a period of Two (2) years by giving notice to all Lot Owners of the Subdivision and by filing the Amended Covenants with the records of Oconee County.
- b. Developer, or its successor or assigns, may amend or modify these Covenants by written instrument filed with the records of Oconee County. The amendment or modification shall be effective when filed with the records of Oconee County. A copy of the Amended Covenants, with the amendments clearly indicated, shall be provided to each Lot Owner within the Subdivision.

BOOK 1100 PAGE 290

41. Covenants Binding. The Covenants, as Amended, shall run with the land and be binding as herein set forth. In the event that is necessary to bring an action to enforce the Covenants, the Developer or other person bringing such action shall be entitled to recover from the person violating the Covenant(s) all costs of litigation, including a reasonable attorneys fee, if the covenants are enforced by the court.

42. Invalidation of Provision. Invalidation of any provision of these Covenants by a court shall not affect any other provision or Covenants, which shall remain in full force and effect.

43. Notices.

- a. All notices to the Developer shall be mailed (Certified) to:

AUH Development, LLC  
c/o Daniel Fiore  
124 Hillside Drive  
Swannanoa, NC 28778

- b. All notices to a Lot Owner shall be mailed by certified mail to the address shown on the Oconee County Tax Records at the time of the mailing and such notice mailed to or posted upon the Lot. If a certified mailing is returned or refused, such notice shall be sent by regular mail to the address shown by the Oconee County Tax Records. If there is no address in the Tax Records, Notice to the Lot shall be given by mailing the Notice to the Address of the Lot and if the Lot is vacant, then such Notice shall be posted on the Lot. Such mailing and notice as set forth in this paragraph, when completed, shall be and shall constitute Notice to the Lot Owner irrespective of whether the Lot Owner gets actual Notice.

BOOK 1100 PAGE 291

26 IN WITNESS WHEREOF, we have set our hands and Seal on this day of June, 2000.

In the presence of:

AUH DEVELOPMENT, LLC (SEAL)

Rebecca L. Strand  
(witness sign here)

By: [Signature]  
Daniel A. Fiore, Manager

Graham H. Price  
(notary sign here)

Owner of Lots 1, 2-3, S, 7-15  
Deed Book 1083 at pages 210 & 213

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named AUH DEVELOPMENT, LLC by Daniel A. Fiore as one of its Managers sign, seal and as its act and deed, deliver the within written Amended Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 26  
day of June, 2000

Graham H. Price (L.S.)

Rebecca L. Strand  
(same witness as above sign here)

Notary Public of NC  
My commission expires 9-1-2001

(same notary as above sign here; use seal; give expiration date of commission)

GRAHAM H. PRICE  
NOTARY PUBLIC  
BUNCOMBE CO., N.C.  
My Commission Expires 9-1-2001

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2000 AUG - 1 P 4 01

Restrictive Covenants  
Horseshoe Cove South Subdivision  
Page 13

BOOK 1100 PAGE 292

26 IN WITNESS WHEREOF, we have set our hands and Seal on this day of June, 2000.

In the presence of:

AUH DEVELOPMENT, LLC (SEAL)

Rebecca R. Stroud  
(witness sign here)

By: Edmond A. Fiore  
Edmond A. Fiore, Manager

Graham H. Price  
(notary sign here)

Owner of Lots 1, 2-3, 5, 7-15  
Deed Book 1083 at pages 210 & 213

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named AUH DEVELOPMENT, LLC by Edmond A. Fiore as one of its Managers sign, seal and as its act and deed, deliver the within written Amended Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 26<sup>th</sup> day of June, 2000

Graham H. Price (L.S.)  
Notary Public of NC

Rebecca R. Stroud  
(same witness as above sign here)

My commission expires 9-1-2001

(same notary as above sign here; use seal; give expiration date of commission)

GRAHAM H. PRICE  
NOTARY PUBLIC  
BUNCOMBE CO., N.C.  
My Commission Expires 9-1-2001

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2000 AUG -1 P 4: 01

BOOK 1100 PAGE 293

2000 IN WITNESS WHEREOF, we have set our hands and Seal on this day of June, 2000.

In the presence of:

AUH DEVELOPMENT, LLC (SEAL)

Donna T. Hamli  
(witness sign here)  
Kathy A. Metcalf  
(notary sign here)

By: [Signature]  
Frederick James Arpin, Manager

Owner of Lots 1, 2-3, 5, 7-15  
Deed Book 1083 at pages 210 & 213

STATE OF NORTH CAROLINA  
COUNTY OF MADISON  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named AUH DEVELOPMENT, LLC by Frederick James Arpin as one of its Managers sign, seal and as its act and deed, deliver the within written Amended Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 20th day of June, 2000

Kathy A. Metcalf (U.S.)  
Notary Public of NC  
My commission expires May 5 2002

Donna T. Hamli  
(same witness as above sign here)

(Same Notary as above sign here; use seal; give expiration date of commission)

Restrictive Covenants  
Horse Cove South Subdivision  
Page 14

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2000 JUN - 1 P 4: 07

BOOK 1100 PAGE 294

IN WITNESS WHEREOF, we have set our hands and Seal on this 27 day of ~~June~~ July, 2000.

In the presence of:

[Signature]  
(witness sign here)

Brenda Metcalf  
(notary sign here)

THORNBERRY DEVELOPMENT CORP. (SEAL)

By: Robert E. Everett  
Robert E. Everett, President

Owner of Lot 4 (DB 1023, 248)



STATE OF NORTH CAROLINA  
COUNTY OF MADISON  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named THORNBERRY DEVELOPMENT CORP. by its duly authorized officer(s) sign, seal and as its act and deed, deliver the within written Amended Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 27 day of ~~June~~ July, 2000

Brenda Metcalf (L.S.)  
Notary Public of NC

[Signature]  
(same witness as above sign here)

My commission expires 08-05-03

(same notary as above sign here; use seal; give expiration date of commission)



FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2600 AUG - 1 P 4: 07

BOOK 1100 PAGE 295

IN WITNESS WHEREOF, we have set our hands and Seal on this 23rd day of June, 2000.

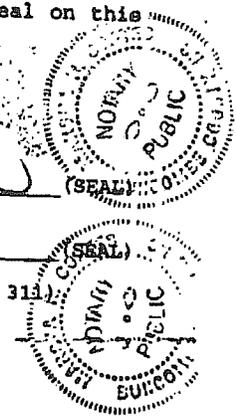
In the presence of:

Alma Coates  
(witness sign here)

Marda R. Coates  
(notary sign here)

Gary M. Hyder  
Gary M. Hyder

Teresa L. Hyder  
Teresa L. Hyder  
Owner of Lot 6 (DB 1088, 311)



STATE OF NORTH CAROLINA  
COUNTY OF Buncombe  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named GARY M. HYDER AND TERESA L. HYDER sign, seal and as their act and deed, deliver the within written Amended Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 23rd day of June, 2000

Marda R. Coates (L.S.)  
Notary Public of NC  
My commission expires 2/2/03

Alma Coates  
(same witness as above sign here)

(same notary as above sign here; use seal; give expiration date of commission)

Restrictive Covenants  
Horseshoe Curve Ranch Subdivision  
Page 16

2000 JUN - 1 - PM 4:07  
FILED FOR RECORD  
REGISTER OF DEEDS  
BUNCOMBE COUNTY, N.C.

Ross  
22.00  
012155

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
SECOND AMENDED  
RESTRICTIVE COVENANTS  
FOR  
KEOWEE COVE SOUTH SUBDIVISION

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2000 OCT 18 A 9:51

I. PREAMBLE:

1. "Declarations of Covenants, Conditions, and Restrictions for Blackberry Cove Subdivision" ("Blackberry Cove") were filed with the records of Oconee County in Deed Book 1038 at page 267 purporting to apply to property shown by Plat by James G. Hart, dated March 26, 1992, filed with the records of Oconee County in Book A-124 at page 9 ("Boundary Plat"). The Covenants were executed by "Blackberry Cove by Robert E. Everett, President." The property shown by Boundary Plat was not owned by "Blackberry Cove" at the time the said Covenants were placed on record. At that time Lot 2, Lot 3, Lot 5, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14 and Lot 15, as shown by a Plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682), dated April 12, 1999, Revised April 19, 1999, and April 21, 1999, filed with the records of Oconee County in Plat Book A-673 at page 9 ("the Plat") were owned by ROBERT E. EVERETT, RICHARD A. EVERETT, DOROTHY A. EVERETT, AND SHARON K. EVERETT, see Deed filed with the records of Oconee County in Deed Book 935 at page 107. Lot 1 as shown by the Plat was owned by THORNBERRY DEVELOPMENT CORP., a SC Corporation ("Thornberry") see Deed filed with the records of Oconee County in Deed Book 936 at page 274. Lots 4 and 6 as shown by the Plat was owned by THORNBERRY DEVELOPMENT CORP., a SC Corporation ("Thornberry") see Deed filed with the records of Oconee County in Deed Book 1023 at page 248 and Deed Book 1023 at page 245, respectively. The Covenants were indexed with the records of Oconee County under "Blackberry Cove" and were therefore not in the chain of title of the lots listed herein. By-Laws of Blackberry Cove Homeowners Association were filed with the records of Oconee County in Deed Book 1038 at page 281 as a part of the

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 1

Covenants.

2. ROBERT E. EVERETT, RICHARD A. EVERETT, DOROTHY A. EVERETT, AND SHARON K. EVERETT conveyed to THORNBERRY DEVELOPMENT CORP., a SC Corporation Lot 4 as shown by Plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682) dated September 11, 1997, revised March 15, 1999, filed with the records of Oconee County in Plat Book A-667 at page 8 by Deed dated March 22, 1999, filed with the records of Oconee County in Deed Book 1023 at page 248 and Lot 6 as shown by Plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682), dated March 15, 1999, filed with the records of Oconee County in Plat Book A-667 at page 8 by Deed dated March 22, 1999, filed with the records of Oconee County in Deed Book 1023 at page 245.

3. Crescent Resources Inc. conveyed to THORNBERRY DEVELOPMENT CORP., a SC Corporation, a 0.03 acre tract as shown by a Plat by CBS Surveying & Mapping, Inc. (Ted M. Beverly, R.L.S. #7823) dated August 20, 1997, filed with the records of Oconee County in Plat Book A-551 at page 4 ("CBS Plat") by Deed dated March 2, 1998, filed with the records of Oconee County in Deed Book 962 at page 161.

4. ROBERT E. EVERETT, RICHARD A. EVERETT, DOROTHY A. EVERETT, AND SHARON K. EVERETT have conveyed to AUH Development, LLC ("AUH") Lot 2, Lot 3, Lot 5, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14 and Lot 15 as shown by the Plat by Deed dated April 20, 2000, filed with the records of Oconee County in Deed Book 1083 at page 213. THORNBERRY DEVELOPMENT CORP. has conveyed to AUH Lot 1 as shown by the Plat and 0.03 acre tract as shown by the CBS Plat by deed dated April 20, 2000 and filed with the records of Oconee County in Deed Book 1083 at page 210. THORNBERRY DEVELOPMENT CORP. is retaining Lots 4 and 6 as shown by the Plat.

II. AGREEMENTS:

It is hereby agreed as follows:

1. The Covenants as filed with the records of Oconee County in Deed Book 1038 at page 267 thru page 287 are hereby declared to be null and void and of no effect and/or amended by the following Restrictive Covenants.

2. The name of the Subdivision will be changed from "Blackberry Cove" to "Keowee Cove South," that the name of the road will be changed, and that AUH may re-configure the size and shape of the lots conveyed to it, and/or subdivision and/or file new subdivision plats, provided that the lots owned and retained by THORNBERRY DEVELOPMENT CORP. shall not be re-configured. The Restrictive Covenants as herein contained shall be applicable to all of the Lots in Keowee Cove South, including the Lots retained by Thornberry. The Restrictive Covenants as shall be applicable to Keowee Cove South as shown by the Plat filed with the records of

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 2

Oconee County in Plat Book A-673 at page 9 as may be amended as provided herein in Paragraph 40a.

3. Thornberry Development Corp., owner of Lots 4 and 6 as shown by the Plat, agrees the Restrictive Covenants herein will be binding upon Lots 4 and 6, provided however, that an exception applies as provided in Paragraph 31 (Assessment).

III. SECOND AMENDMENT TO COVENANTS

4. The Declaration of Restrictive Covenants, Conditions, Easements, Limitations and Assessments ("Restrictive Covenants") dated April 20, 2000, filed with the Records of Oconee County in Deed Book 1083 at page 216 and First Amendment dated June 2000, filed with Records of Oconee County in Deed Book 1100 at page 280, are amended this \_\_\_ day of October, 2000 by striking the Covenants as previously filed in their entirety and substituting therefor the following.

IV. AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KEOWEE COVE SOUTH

5. This Second Amended Declaration of Restrictive Covenants, Conditions, Easements, Limitations and Assessments, ("Restrictive Covenants") are made this \_\_\_ day of October, 2000.

6. These RESTRICTIVE COVENANTS shall apply and be binding upon the property, lots, and parcels (known as Keowee Cove South Subdivision) as shown and described by a Plat, ("the Plat") prepared by Barry L. Collins, SCPLS 11903 dated May 15, 2000, and filed with records of Oconee County in Plat Book A767 at page 5 as to Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37 and Tracts A and B, and shall include Lots 4 and 6 as shown on plat prepared by Clemson Engineering Services (R. Jay Cooper, P.E. & L.S. #4682) dated April 12, 1999, revised April 19, 1999, and April 21, 1999, filed with the records of Oconee County in Plat Book A-673 at page 9.

7. Definitions: The following definitions shall apply to these Restrictive Covenants.

a. "the Plat" shall mean the Plat of Keowee Cove South Subdivision (formerly known as Blackberry Cove Subdivision) prepared by Barry L. Collins, SCPLS 11903 dated May 15, 2000, and filed with records of Oconee County in Plat Book A767 at page 5 as to Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37 and Tracts A and B, and shall include Lots 4 and 6 shown on plat filed with the records of Oconee County in Plat Book A-673 at page 9.

b. "the Subdivision" shall mean Keowee Cove South Subdivision as shown by the Plat.

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 3

BOOK 1113 PAGE 004

- c. "Covenants" shall mean the Restrictive Covenants herein filed with the records of Oconee County and all supplementary or amended Covenants that may be filed by the Developer from time to time.
  - d. "Lot" shall mean any tract designated and numbered as a Lot shown by the Plat.
  - e. "Developer" shall mean AWH Development, LLC, its successors, assigns, or designee.
  - f. "Lot Owner" or "Owner" shall mean any persons, corporation, partnership, trust, or other entity that owns a numbered Lot in Keowee Cove South Subdivision. "Owner" shall mean any entity as defined in this Paragraph who has or acquires an interest in a Lot by Deed, including Quit Claim Deed, Tax Deed, foreclosure, or inheritance. Specifically, a person who acquires an interest at a sale of the property for taxes by Oconee County or other governmental agency shall be an "Owner" for all purposes of these covenants.
  - g. "Roads" shall mean the streets, or roads designated as such as shown on the Plat.
  - h. "Consumer Price Index" or "CPI" means the Consumer Price Index as determined by the United States Department of Labor, or other United States Governmental Agency as selected by the Developer.
8. Use of Lots - Residential Purposes. All numbered Lots within the Subdivision shall be used for residential purposes only. Only one single family dwelling may be constructed on any Lot. Each dwelling must have a minimum of nine hundred fifty (950) square feet of heated living space, exclusive of garages, patios, and porches. No mobile homes, single or double-wide, are allowed.
9. Construction Materials. All homes or other structures constructed on Lots must be of high quality materials and workmanship and must comply with all codes of governmental agencies having jurisdiction over the Subdivision.
10. Storage Buildings. All storage buildings or other structures must be constructed of the same materials as the residence and must be approved by Developer or its designee in the same manner as a residence.
11. No Dumping of Trash Allowed. No dumping of trash, oil, paint, brush, or any other material shall be permitted within the Subdivision.
12. Burning of Brush - Debris. The burning of brush, garbage or debris shall not be allowed within the Subdivision, provided,

that when a Lot is cleared for the construction of a dwelling, brush may be burned if permitted by governmental authorities having jurisdiction. In no event, however, shall burning of brush be allowed if it shall be dangerous or a nuisance.

13. Damage to Roads. Lot Owners shall be responsible for any damages to surfaces, sub-straight and/or shoulders of road due to construction or traffic of construction equipment.

14. Erosion Control. Erosion control will be the responsibility of Lot Owners so as to contain and control all silt and soil due to excavation and/or construction. Gravel, mud mats shall be installed at construction entrance of each site to retain mud and dirt from the roadway. If mud or debris washes onto pavement, said Lot Owner and/or builder will immediately wash and clean road surface.

15. Maintenance of Lots. All vacant Lots shall be maintained. Unsightly brush, weeds, vines, and other conditions shall not be permitted. All Lots shall be mowed and kept to a neat groomed appearance. If a Lot Owner fails to maintain a Lot, the Developer, after 30 days notice to cure, may enter upon the Lot and clear weeds, debris, or otherwise maintain the Lot and charge the cost of such maintenance to the Owner.

16. Animals Prohibited. No animals, other than domestic pets, shall be kept or maintained in the Subdivision. No Owner shall keep more than two (2) dogs on any Lot. No dog that barks so as to interfere with the quiet enjoyment of the other Owners shall be permitted. All dogs must be on a leash when it is off of the Lot of the Owner.

17. Fences. No metal or wire fences of any type shall be allowed unless screened from view from the Subdivision roads and adjacent property. Fences shall be restricted to the area of the Lot located behind the residence with a maximum height of four (4') feet.

18. Set Backs. All dwellings and any other structure must be located within the building set-back lines shown on the Plat being set back at the front by forty (40') feet from the center line of the road and fifteen (15') feet from each side and set back fifteen (15') feet from the rear; provided, that if two or more Lots shall be combined into a single Lot for building purposes, then only the outermost set-back lines shall apply. Developer may, for good cause shown, grant variances of not more than ten (10') feet on front set-back lines.

19. Foundations. All foundations shall be concrete masonry units. All concrete block foundations must be veneered with real (not synthetic) brick, stone or stucco. No vinyl or plastic underpinning shall be allowed.

20. Antennas. No television, radio, or other "antenna" shall be permitted exceeding twenty-four (24") inches in diameter, or an extended antenna on a pole exceeding sixty (60") inches in length nor more than ten (10') feet from the top of the home. No antenna shall be installed unless and until approved by the developer.

21. Sewage Disposal. All plumbing, lavatories, and sanitation devices must be indoors. All sewage systems shall be connected to a septic tank or cesspool designed, located and constructed in accordance with the requirements of the South Carolina Department of Health and Environmental Control.

22. Trailers Prohibited. Travel trailers, recreational vehicles, not more than one boat, any boat in excess of eighteen (18') feet, boat trailers, vehicles, (other than pick-ups, panel trucks, and vans) portable camping equipment, tractors, tillers, or other equipment or any kind shall not be visible from the Subdivision roads or adjacent property, nor shall any trailer of any kind be permanently fixed to any location on a Lot. No disabled vehicle or boat, shall be stored on any Lot except in a closed garage or approved building. No unsightly condition shall be permitted on any Lot

23. Utilities. All telephone, water, and electrical lines must be underground. All fuel tanks or containers shall be screened from view or buried underground consistent with accepted safety and environmental precautions.

24. Nuisance Prohibited. No noxious or offensive activity shall be carried on upon any Lot or common area nor shall anything be done thereon which may be or may become an annoyance or nuisance.

25. Trash - Debris. Trash, garbage or other waste shall not be dumped or kept on any Lot except in approved sanitary containers. All garbage cans and containers shall be screened in such a manner that they are not visible from the paved roads. Each Lot Owner is responsible for their garbage/waste to the county facilities.

26. Approval of Plans. All building plans, elevations, and specifications must be approved by Developer, or its designee, prior to construction. Approval shall not be unreasonably withheld. Developer may, in its discretion, designate a Committee of not more than three (3) Lot Owners, or an Architect, or a Residential Builder, or other designer to review and approve the plans as required by this paragraph, provided however, that Developer retains the right of final approval. Developer may, within its sole discretion, assign the rights created by this paragraph to review and approve or disapprove building plans to an "Architectural Control Committee" appointed by Developer or selected by some method approved by Developer, which plan shall be incorporated into these Covenants by Amendment. All plans must be approved or disapproved within sixty (60) days after submission.

If the plans are not disapproved within sixty (60) days after submission, they shall be deemed to have been approved.

27. Completion of Structure. Any structure must be completed within one (1) year after construction has commenced.

28. No Lot Owner at any time shall be able to sell or advertise to sell a vacant Keowee Cove South Lot while Developer has Lots for sale.

29. Right of First Refusal. In the event a Lot Owner of a vacant lot desires to sell a lot, while the Developer has lots for sale only, such Owner is required to sell the Lot to the Developer at the purchase price, excluding any closing cost paid by the original purchaser. If the Developer exercises the right, then Developer shall have thirty (30) days to close the transaction. If the Developer does not respond to an offer duly mailed to it by Certified Mail, within fifteen (15) days, then it shall be deemed that the Right under this paragraph shall be waived.

30. Recreation Area. Use of the Recreation Area (parcel as shown by the Plat) and the fees for such use shall be in accordance with this paragraph and in accordance with the Rules and Regulations as established by the Developer, or its successor or assignee, as may be amended from time to time:

- a. The parcel as shown on the Plat shall be reserved as a Recreation Area for use by Owners of Lots in Keowee Cove South and Keowee Cove Subdivisions.
- b. Developer, or its successor or assignee, will install (or caused to be installed) and maintain the following on the Recreation Area:
  - i. Boat Ramp
  - ii. Parking Spaces
  - iii. Boat Docks
  - iv. Covered Pavilion with Open Sides
  - v. Picnic Tables
  - vi. Barbecue Pits
  - vii. Shower and Drinking Water Fountain
  - viii. Bike Rack
  - ix. Lighting
  - x. Children's Play Area
  - xi. Lawn and Area Maintenance Cleaning Service
- c. All users of the Recreation Area shall remove all debris and trash created or used by them.
- d. No use shall be made of the area that shall prevent other Lot Owners from enjoying the area. No dogs shall be allowed in the area, except on a leash. No radios or boom boxes shall be allowed to be used

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 7

in the area that can be heard more than twenty-five (25') feet away.

31. Roads - Maintenance. The following provisions shall apply to the roads within the Subdivision:

- a. There is one (1) road designated on the Plat: Fisherman Lane. This road, and any other roads as may be designated on the Plat, are dedicated for the exclusive use of the Lot Owners in Keowee Cove South Subdivision for ingress and egress and for public utilities. A right-of-way is reserved for each Lot in Keowee Cove South Subdivision for all roads abutting said Lot.
- b. So long as Developer own Lots in the Subdivision, it shall pay for road maintenance on the same basis as Lot Owners.
- c. Developer reserves the right to assign to a Property Owners Association of the Lot Owners in Keowee Cove South Subdivision the duty of maintaining the Subdivision roads and to collect the cost of the maintenance of the roads from Lot Owners and to assign to the Association all the rights reserved to or granted to Developer by these Covenants. Until such assignment is made, all road maintenance shall be performed by Developer, who shall be reimbursed by the Lot Owners as provided in these Covenants.
- d. Developer reserves the right to add other property as a part of the Subdivision as additional Phases by filing Supplemental Covenants adding other property to the Subdivision and making such property subject to these Covenants.
- e. Developer reserves the right to develop other adjoining property and use the road Fisherman Lane, as shown on the plat, as a right-of-way to such property to be used by owners of the adjoining property and to install and maintain utility cables, lines, and/or pipes along or in Fisherman Lane to serve the adjoining property. No additional cost, however, shall be assessed to the Lot Owners of Keowee Cove South.

32. Assessments. Assessments and Fees shall be due, paid, and collected as follows, provided however, that Assessments shall not be charged to Lots 4 and 6 so long as they are owned by Thornberry Development Corp., but such assessments shall apply to said lots when title to said lots are conveyed, devised, or gifted to any other person or firm.

Restrictive Covenants  
Keowee Cove South Subdivision  
Page 4

- a. Each Lot Owner shall pay fees for use of the Recreation Area road maintenance, and street lighting, if installed, annually the sum of Seven Hundred Eighty Five (\$785.00) Dollars on or before March 1st of each year. Each day after March 1st, shall be deemed late and billed at the rate of Twenty (\$20.00) Dollars per day until paid in full. After ten (10) consecutive late days, the remaining Lot Owners who have paid in full shall bear the full cost of the delinquent Lot Owner(s) total amounts due and shall be reimbursed from delinquent Lot Owners after litigation and who will bear the full cost of litigation. Each payment share shall be divided equally among current Lot Owners, including the Developer.
- b. Developer shall determine the pro-rata amount of the total fees [Seven Hundred Eighty Five (\$785.00) Dollars] allocated to road maintenance and shall escrow such portion in a special interest-bearing account to be used exclusively for road maintenance. Such account may be held in the name of an appropriate escrow agent (accounting firm or bank) ("Escrow Agent"). Developer or Escrow Agent shall provide to each Lot Owner an accounting of the status of the account on or before May 1 of each year and an accounting shall be made available to any Lot Owner on a yearly basis, or other person who has an interest in a Lot, including purchasers and mortgagees.
- c. All fees or assessments not paid when due shall bear interest at the same rate as judgments in South Carolina, and such interest shall be added to the fees and assessments due, in addition to the Twenty (\$20.00) Dollars per day late fee.
- d. Fees may be increased or decreased in accordance with the increase or decrease of the CPI as defined in these covenants.

33. Drainage Easement. A ten (10') foot wide drainage maintenance is reserved following the entire natural storm water drainage course from the outlet side of each culvert pipe crossing a paved road.

34. Utility Easement. Developer reserves an easement along, in, or across the roads within the Subdivision for the installation and/or maintenance of public utilities, i.e. water, sewer, cable, telephone, and/or other utility lines, pipes, or cables. Such easement may be assigned by Developer to the appropriate governmental or private agency to the extent necessary for the installation or maintenance of the lines, pipes, or cables. Developer also reserves a ten (10') foot easement along all lots

for the installation and maintenance of utility lines, pipes, or cables.

35. Street Lighting. Developer may install or have installed (but is not obligated to do so) approximately five (5) street lighting fixtures. If the right herein is exercised, the Covenants may be amended as may be appropriate. Developer shall pay the cost of the electricity from the fees collected from and paid by the Lot Owners.

36. Assessments - Lien. In the event that a Lot Owner shall fail to pay any fees or assessment(s) required by these Covenants, the Developer, or its successor or assigns, shall be entitled to a lien against the Lot Owner and shall be entitled to recover a judgment against the Lot Owner, for the fees and assessment(s), including all costs of collection, including a reasonable attorneys' fee.

37. Notice to Correct Violation. Developer or its designee shall notify any Lot Owner who violates any Covenant to correct an unsightly or unsafe condition or any condition requiring erosion control and if the Lot Owner fails to correct the condition within thirty (30) days, the Developer shall have the right to enter upon the property, correct the condition, and to charge the Lot Owner for the cost of the correction. Any cost shall constitute and be treated as an Assessment under these Covenants and shall have a lien against the Lot.

38. Covenants Binding. These Covenants shall be binding on all Lot Owners within Keowee Cove South Subdivision and shall run with the land and shall be enforceable against the Owner(s) of the Lot. If a Lot is owned by more than one person or entity, the liability for fees and assessments shall be in accordance with the interest of each Owner. All proceedings for enforcement of these Covenants shall be in Oconee County irrespective of the residence or domicile of the Owner(s) of Lots and the venue for all proceedings for enforcement shall be in the Courts of Oconee County. These Covenants shall be interpreted in accordance with the Laws of South Carolina.

39. Enforcement of Covenants. Developer or any Lot Owner may bring an action to enforce the provisions of these Covenants.

40. The Covenants may be supplemented or Amended for the betterment of the Subdivision as provided in this Paragraph:

- a. Developer reserves the right to issue Supplementary or Amended Covenants for the betterment of the Subdivision within a period of Two (2) years with the approval of a majority vote of the Lot Owners voting, each Lot having one vote. Notice of such amendment or supplement shall be given to each Lot Owner by mail. The vote required by this paragraph may be held at a meeting for such purpose or at a

called meeting of the Lot Owners after at least one week's notice of the time and place of a meeting. Voting may be by proxy. A copy of the Amended Covenants, with the amendments clearly indicated, shall be provided to each Lot Owner within the Subdivision.

41. Covenants Binding. The Covenants, as Amended, shall run with the land and be binding as herein set forth. In the event that is necessary to bring an action to enforce the Covenants, the Developer or other person bringing such action shall be entitled to recover from the person violating the Covenant(s) all costs of litigation, including a reasonable attorneys fee, if the covenants are enforced by the court.

42. Invalidation of Provision. Invalidation of any provision of these Covenants by a court shall not affect any other provision or Covenants, which shall remain in full force and effect.

43. Notices.

a. All notices to the Developer shall be mailed (Certified) to:

AUH Development, LLC  
c/o Daniel Fiore  
124 Hillside Drive  
Swannanoa, NC 28778

b. All notices to a Lot Owner shall be mailed by certified mail to the address shown on the Oconee County Tax Records at the time of the mailing and such notice mailed to or posted upon the Lot. If a certified mailing is returned or refused, such notice shall be sent by regular mail to the address shown by the Oconee County Tax Records. If there is no address in the Tax Records, Notice to the Lot shall be given by mailing the Notice to the Address of the Lot and if the Lot is vacant, then such Notice shall be posted on the Lot. Such mailing and notice as set forth in this paragraph, when completed, shall be and shall constitute Notice to the Lot Owner irrespective of whether the Lot Owner gets actual Notice.

BOOK 1113 PAGE 012

IN WITNESS WHEREOF, we have set our hands and Seal on this 5th day of October, 2000.

In the presence of:

Daniel H. Price  
(witness sign here)

Bryant D. Webster  
(notary sign here)

AUH DEVELOPMENT, LLC (SEAL)

By: [Signature]  
Daniel A. Fiore, Manager

Owner of Lots 1, 2-3, 5, 7-15  
Deed Book 1083 at pages 210 & 213

Now known as Lots 25, 26, 27, 28,  
29, 30, 31, 32, 33, 34, 35, 36, and  
37 and Tracts A and B

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named AUH DEVELOPMENT, LLC by Daniel A. Fiore as one of its Managers sign, seal and as its act and deed, deliver the within written Second Amended Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 5th day of October, 2000

Bryant D. Webster (L.S.)  
Notary Public of NC  
My commission expires \_\_\_\_\_

Daniel H. Price  
(same witness as above sign here)

(same notary as above sign here; use seal; give expiration date of commission)



BOOK 1113 PAGE 013

IN WITNESS WHEREOF, we have set our hands and Seal on this 5th day of October, 2000.

In the presence of:

AUH DEVELOPMENT, LLC (SEAL)

Suzanne V. Price  
(witness sign here)

By: Edmond A. Fiore  
Edmond A. Fiore, Manager

Bryant D. Webster  
(notary sign here)

Owner of Lots 1, 2-3, 5, 7-15  
Deed Book 1083 at pages 210 & 213

Now known as Lots 25, 26, 27, 28,  
29, 30, 31, 32, 33, 34, 35, 36, and  
37 and Tracts A and B

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named AUH DEVELOPMENT, LLC by Edmond A. Fiore as one of its Managers sign, seal and as its act and deed, deliver the within written Second Amended Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 5th  
day of October, 2000

Suzanne V. Price  
(same witness as above sign here)

Bryant D. Webster (L.S.)  
Notary Public of NC  
My commission expires \_\_\_\_\_

(same notary as above sign here; use seal; give expiration date of commission)



Restrictive Covenants  
Revised Cove South Subdivision  
Page 11

BOOK 1113 PAGE 014

IN WITNESS WHEREOF, we have set our hands and Seal on this 10 day of October, 2000.

In the presence of:

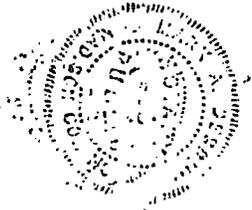
Kathy A. Metcalf  
(witness sign here)  
M. D. DeBall  
(notary sign here)

AUH DEVELOPMENT, LLC (SEAL)

By: [Signature]  
Frederick James Arpin, Manager

Owner of Lots 1, 2-3, 5, 7-15  
Deed Book 1083 at pages 210 & 213

Now known as Lots 25, 26, 27, 28,  
29, 30, 31, 32, 33, 34, 35, 36, and  
37 and Tracts A and B



STATE OF NORTH CAROLINA  
COUNTY OF MADISON  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named AUH DEVELOPMENT, LLC by Frederick James Arpin as one of its Managers sign, seal and as its act and deed, deliver the within written Second Amended Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 10 day of October, 2000

M. D. DeBall (L.S.)  
Notary Public of NC  
My commission expires 6-2-02

Kathy A. Metcalf  
(same witness as above sign here)

(same notary as above sign here; use seal; give expiration date of commission)



Restrictive Covenants  
Hessons Cove South Subdivision  
Page 14

BOOK 1113 PAGE 015

13 IN WITNESS WHEREOF, we have set our hands and Seal on this day of October, 2000.

In the presence of:

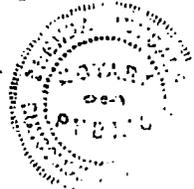
[Signature]  
(witness sign here)

Brenda Metcalf  
notary sign here)

THORNBERRY DEVELOPMENT CORP. (SEAL)

By: Robert E. Everett  
Robert E. Everett, President

Owner of Lot 4 (DB 1023, 248)



STATE OF NORTH CAROLINA  
COUNTY OF MADISON  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named THORNBERRY DEVELOPMENT CORP. by its duly authorized officer(s) sign, seal and as its act and deed, deliver the within written Second Amended Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 13 day of October, 2000

Brenda Metcalf (L.S.)  
Notary Public of NC  
My commission expires 10/28/00

[Signature]  
(same witness as above sign here)

(same notary as above sign here; use seal; give expiration date of commission)

BOOK 1113 PAGE 016

9 IN WITNESS WHEREOF, we have set our hands and Seal on this day of October, 2000.

In the presence of:

[Signature]  
(Witness sign here)  
Marcia R Coates  
(Notary sign here)

[Signature] (SEAL)  
Gary M. Hyder  
[Signature] (SEAL)  
Teresa L. Hyder  
Owner of Lot 6 (DB 1088, 32)



STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE  
PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named GARY M. HYDER AND TERESA L. HYDER sign, seal and as their act and deed, deliver the within written Second Amended Restrictive Covenants for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 9th day of October, 2000

Marcia R Coates (L.S.)  
Notary Public of NC  
My commission expires 2/2/03

[Signature]  
(same witness as above sign here)

(same notary as above sign here; use seal; give expiration date of commission)



Restrictive Covenants  
Rebecca Cove South Subdivision  
Page 16

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2000 OCT 18 A 9 57