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Filed At Register of Deeds
Pickens County SC

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR KEOWEE MOUNTAIN APPLICABLE TO THE COTTAGES
AT KEOWEE MOUNTAIN TOP**

This Supplemental Declaration is made this 10th day of October, 2007, by KEOWEE MOUNTAIN, INC., a South Carolina corporation (hereinafter "Keowee Mountain"), and KM MOUNTAIN TOP, LLC, a South Carolina limited liability corporation (hereinafter ("KM Mountain Top")).

WHEREAS, Keowee Mountain has recorded that certain Declaration of Covenants, Conditions and Restrictions for Keowee Mountain Lakes Estates on June 19, 2002, in Deed Book 670, Page 142, in the Office of the Pickens County Register of Deeds, as amended by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Keowee Mountain on March 15, 2005, in Deed Book 890, at Page 20, in the Office of the Pickens County Register of Deed (hereinafter collectively referred to as the "Declaration"); and,

WHEREAS, KM Mountain Top, is an affiliate of Keowee Mountain, and is the owner of certain real property shown and described in Plat Book 590, at Page 13, in the Office of the Pickens County Register of Deeds (hereinafter "Additional Property" and/or "Cottages at Keowee Top"); and,

WHEREAS, pursuant to the terms of the Declaration, the Keowee Mountain may assign, in whole or in part, its rights as "Declarant" thereunder; and,

WHEREAS, pursuant to the terms of the Declaration, Keowee Mountain may submit the Additional Property to the Declaration and impose additional covenants and restrictions on such Additional Property; and,

WHEREAS, Keowee Mountain and KM Mountain Top desire to submit the Additional Property to the terms of the Declaration with the exception to specific covenants in variance from those found in the Declaration as specifically set forth hereinafter; and,

WHEREAS, for purposes of the foregoing and by execution of this Supplemental Declaration, Keowee Mountain has consented to the submission of the Additional Property to the Declaration except as may be specifically set forth herein and Keowee Mountain hereby assign its rights as "Declarant" under the Declaration to KM Mountain Top for the sole purpose of subjecting the Additional Property to the terms of this Supplemental Declaration; and,

WHEREAS, for purposes of the foregoing and by execution of this Supplemental Declaration, Keowee Mountain and KM Mountain Top shall hereinafter be referred to collectively as "Declarant", with Keowee Mountain being the one (1) Person entitled to exercise the rights and powers of the "Declarant" hereunder at any time.



NOW, THEREFORE, pursuant to the authority vested in Declarant by the Declaration, Declarant hereby submits and subjects the Additional Property to the provisions of the Declaration on the terms and conditions hereinafter set forth:

ARTICLE I
DEFINITIONS

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference. In addition, the following terms shall be defined as:

- 1.1 "Lodge" shall mean the facility located within the Additional Property which will be owned by the Association (as defined in the Declaration) for recreational and other social purposes.
- 1.2 "Cottage" and/or "Cottage Lots" shall mean each lot (numbering Lot 112 to Lot 135) shown on the plat recorded in Plat Book 590, at Page 13, in the Office of the Pickens County Register of Deeds, intended for the development, use and occupancy as detached residences for a single family.
- 1.3 "Limited Common Area" shall mean a portion reserved for the nonexclusive use of Cottages.

ARTICLE II
KEOWEE MOUNTAIN LAKES ESTATES HOME OWNER'S ASSOCIATION, INC.

This Supplemental Declaration is intended to supplement the Declaration as it applies to the Cottages at Keowee Mountain Top. Every Owner, by acceptance of an interest in the Additional Property, acknowledges that he or she is subject to the Declaration, in addition to this Supplemental Declaration, and that he or she is automatically a member of and subject to assessment by the Association (Keowee Mountain Lakes Estates Owners Association, Inc.). In addition to all of the rights and obligations which are conferred or imposed upon the Association, pursuant to this Supplemental Declaration, the Association shall be entitled to exercise any of the rights conferred upon it by the Declaration and shall be subject to the obligations imposed by the Declaration. The Owners within the Additional Property shall take no action in derogation of the rights of or contrary to the interest of the Association conferred by the Declaration, except as specifically set forth herein. Any conflict between the Supplemental Declaration and the Declaration, if ambiguity exists, shall be resolved in favor of the Declaration.

ARTICLE III
NEIGHBORHOOD

The Additional Property shall constitute a "Neighborhood" under the Declaration and shall be known as the "Cottages at Keowee Mountain Top."

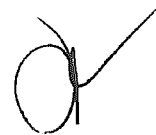
ARTICLE IV
MAINTENANCE RESPONSIBILITIES

5.1 Limited Common Area. The Limited Common Area shall be those portions of the Cottage Lots outside of the dwelling constructed thereon which are reserved for the exclusive use of the Owner of the Cottage Lot, but which shall be maintained by the Association.

5.2 By the Cottage Owner. Except to the extent otherwise provided in Section 5.3, each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Cottage Lot, including, but not limited to: the interior and exterior walls and all glass surfaces, windows, window frames and casing, and all doors, doorways, door frames, and hardware that are part of the entry system of the dwelling constructed on the Cottage Lot; decks, porches, patios or balconies, railings; the air conditioning compressor serving the dwelling constructed on the Cottage Lot; attic hot water heaters; the septic system serving the dwelling constructed on the Cottage Lot; all pipes, lines, ducts, conduits, or any other mechanical, electrical, heating or air conditioning components or apparatus which serve only the dwelling constructed on the Cottage Lot, whether located within or without the boundaries of a Cottage Lot (including all gas, electricity, water or air conditional pipes, lines, ducts, conduits, metals or other apparatus serving only the Cottage Lot); and all attic space above a dwelling constructed on the Cottage Lot and storage space or spaces assigned for the exclusive use of a Cottage Lot, roofs and roof supports (including, but not limited to, roof joists and trusses, crossbeams, roof decking and underlaying, and shingles or other covering and surface materials); gutters; exterior walls, paving; brick; exterior painting of doors which comprise a boundary to a dwelling constructed on the Cottage Lot, exterior trim, the decks, patios, porches, and balconies, deck and balcony supports and support beams, maintenance and repair of all paved parking areas located inside and outside a dwelling and all other attachments to the exterior of the dwelling constructed on the Cottage Lots.

In addition, each Owner shall:

- (i) Perform his or her responsibility in such manner so as not to unreasonable disturb other persons in other dwelling constructed on the Cottage Lots.
- (ii) Promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.
- (iii) Not make any alterations, changes in the exterior appearance of any type, to remove any portion thereof or to make any additions thereto or do anything with respect to the exterior of the dwelling constructed on the Cottage Lot which would or might jeopardize or impair the safety or soundness of any dwelling constructed on the Cottage Lot without first obtaining the written consent of the Architectural Review



Committee affected, nor shall any Owner impair any easement without first obtaining written consent of the Association, and the Declarant.

(iv) Pay the cost of the repair, replacement or cleaning by the Association of any item, the repair, replacement or cleaning of which is necessitated by the failure or refusal of the Owner to discharge his or her maintenance responsibility, or the cost of repairing, replacing, or cleaning any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants or invitees. Under either circumstance, the Association may perform such work and charge the cost thereof in addition to and as a part of the Owner's next chargeable assessment.

In the event an Owner fails or refuses to discharge his or her duties hereunder, the Association shall have the right, but not the obligation, to perform such maintenance responsibilities.

The foregoing maintenance shall be performed in a manner consistent with the Community-Wide Standard.

5.3 By the Association. The Association shall maintain and keep in good repair as a Common Expense the Lodge, Common Area and any Limited Common Area located within the Additional Property except those listed in 5.2 above whether or not located within the boundaries of a Cottage Lot. This Area of Common Responsibility shall include, but not be limited to, the mowing and maintenance of the grassed and landscaped areas of each Lot; maintenance and repair of all areas which are not for the exclusive use of a Cottage Owner. The maintenance of exterior surfaces such as parking areas and driveways and stoops, walks or steps shall be limited to, snow, ice, and leaf removal.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Lodge, the Common Area or the Limited Common Area by an Owner or occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Area) shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. Further, no Owner may obstruct or hinder the Association from performing its maintenance responsibilities hereunder.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Cottage Lot, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Lodge, the Common Area or the Limited Common Area or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Cottage Lot or such Owner's occupant, invitee, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon the Lodge or any of the Common Area. The



Association shall not be liable to any Owner, or any Owner's Occupant, guest, or family, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities hereunder where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience of discomfort arising from the making of repairs or improvements which are the responsibility of the Association or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

The Association shall repair incidental damage to any dwelling constructed on the Cottage Lot resulting from performance of work which is the responsibility of the Association.

In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties are as approved by the Board of Directors.

The cost of all maintenance performed by the Association pursuant to this Article shall be allocated among the Cottage Lots in the Additional Property as a Neighborhood Assessment pursuant to Section 5.3 and Section 8.6 of the Declaration. The Board shall have the power to specifically assess expenses of the Association against Cottage Lots receiving benefits, items, or services not provided to all Cottage Lots within The Cottages at Keowee Mountain that are incurred either (a) upon request of the Owner of a Cottage Lot for specific items or services relating to the dwelling constructed on the Cottage Lot, or (b) as a consequence of the conduct of less than all Owners, their tenants, invitees, or guests.

The foregoing maintenance shall be performed in a manner consistent with the Community-Wide Standard.

5.4 Failure to Maintain. If the Board determines that any Owner has filed or refused to discharge property his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then the Association shall have the right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense pursuant to the Declaration.

ARTICLE VI ASSESSMENTS

The Association shall have such assessment rights as conferred pursuant to Article 8 of the Declaration. Base Assessments and Neighborhood Assessments shall be levied on all Cottage Lots. The Association, through the Board, may levy assessments against any Owner individually and against such Owner's Cottage Lot to reimburse the

Association for costs incurred in bringing an Owner and his or her Cottage Lot into compliance with the terms of the Declaration, any amendments thereto, this Supplemental Declaration, the Articles, By-Laws or rules and regulations.

ARTICLE VII
EASEMENTS

7.1 Easement for Association Access. The Association shall have a perpetual, non-exclusive easement over every portion of the Additional Property, the Lodge, the Common Area and the Limited Common Area, including those portions of the Cottage Lots on which no dwelling exists, for the purpose of performing its maintenance responsibilities hereunder and under the Declaration, which easement may be used by the Association, its officer, directors, employees, agents and contractors, and entry upon any Cottage Lot for such purpose shall not be deemed a trespass.

7.2 Easement for Encroachments. There shall be reciprocal appurtenance easements of encroachment, and for maintenance and use of such encroachment, between each Cottage Lots, and between the Cottages and the Common Area, due to the unintentional placement, settling, or shifting of the improvements constructed thereon to a distance of not more than five (5) feet from the common boundary; provided, no such easement shall exist if such improvements were not constructed in accordance with the provisions of the Declaration, or if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, the Owner, occupant, or the Association claiming the easement.

ARTICLE VIII
ENFORCEMENT

The Declarant, the Association, the ARC and each Owner shall have such enforcement rights under this Supplemental Declaration as conferred upon each of them under the Declaration, including the right to recover interest and reasonable attorney's fees and costs, which rights are incorporated herein by reference as if set forth verbatim herein.

ARTICLE IX
USE RESTRICTIONS

No signs of any kind shall be erected or placed on any Cottage Lot or dwelling constructed on the Cottage Lot or on the Additional Property by an Owner or occupant of a dwelling constructed on the Cottage Lot without the prior written consent of the Declarant and/or the ARC, to be granted or withheld in the sole and absolute discretion of the Declarant and/or ARC, except such signs as may be required by legal proceedings and, subject to the remaining provisions of this Section, "For Lease" and "For Sale" signs. Individual "For Lease" or "For Sale" signs are prohibited and no such signs shall be individually posted on a Cottage Lot or within the Additional Property without the express written approval of the Declarant and/or the ARC. All "For Lease" or "For Sale"

signs permitted hereunder shall be uniform in size, content, color, lettering and design, and shall only be posted in an area or in areas within the Additional Property designated by the Declarant and/or the ARC for the placement of such signage. Notwithstanding the foregoing provisions, the Declarant and/or the ARC reserve the right, in their sole and absolute discretion, to restrict the location, size, content, color, lettering, design and placement of any and all signs on any Cottage Lot or within the Additional Property, including those signs permitted hereunder.

ARTICLE IX
AMENDMENTS

Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Supplemental Declaration. After such termination, the Declarant may unilaterally amend this Supplemental Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, ordinance, rule or regulation or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots which are the subject of this Supplemental Declaration; (c) required by any institutional or governmental lender or purchaser of mortgage loans to enable such lender to make mortgage loans on the Lots subject to this Supplemental Declaration; or (d) for the purpose of subjecting additional property to the term of this Supplemental Declaration. So long as its still owns any portion of the Additional Property in the regular course of business, Declarant may amend this Supplemental Declaration for any other purpose; provided the amendment has no material adverse effect upon any right of an Owner. Thereafter and otherwise, this Declaration can only be amended using the same procedures for amendment set forth and found in Section 14.2 of the Declaration.

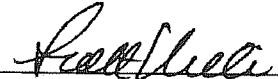
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A handwritten signature in black ink, appearing to be initials or a stylized name, located in the lower right quadrant of the page.

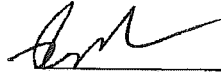
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this
10th day of October, 2007.

IN THE PRESENCE OF:

KEOWEE MOUNTAIN, INC.
a South Carolina corporation


Witness (1)


By: 
Print Name: Richard M. Seplea
Its: President


Notary Public

IN THE PRESENCE OF:

KEOWEE MOUNTAIN TOP, LLC
a South Carolina corporation

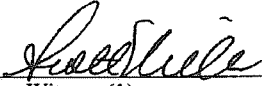

Witness (1)

By: 
Print Name: Richard M. Seplea
Its: Manager


Notary Public

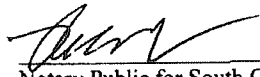
STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS) PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s) he saw the within named Keowee Mountain, Inc., by its PRESIDENT, sign, seal and as its act and deed, deliver the within written Supplemental Declaration of Covenants, Conditions and Restrictions, and that (s) he with the other witness subscribed above witnessed the execution thereof.



Witness (1)

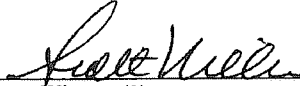
SWORN to before me this
10th day of October, 2007.



(SEAL)
Notary Public for South Carolina
My Commission Expires: 11-29-15

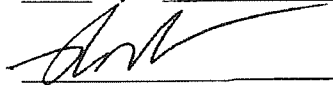
STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS) PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s) he saw the within named Keowee Mountain Top, LLC, by its MANAGER, sign, seal and as its act and deed, deliver the within written Supplemental Declaration of Covenants, Conditions and Restrictions, and that (s) he with the other witness subscribed above witnessed the execution thereof.



Witness (1)

SWORN to before me this
10th day of October, 2007.



(SEAL)
Notary Public for South Carolina
My Commission Expires: 11-29-15

Cross Index to: Book 670, Page 142

**THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT SUBJECT
TO THE SOUTH CAROLINA ARBITRATION ACT, §15-48-10. et seq.
CODE OF LAWS OF SOUTH CAROLINA, 1976**

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KEOWEE MOUNTAIN**

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Filed At Register of Deeds
Pickens County SC
Fees Paid \$73.00

Upon recording, please return to:

M. Maxine Hicks, Esq.
EPSTEIN BECKER & GREEN, P.C.
Resurgens Plaza
945 East Paces Ferry Road, Suite 2700
Atlanta, Georgia 30326
www.ebglaw.com

AT:165183v2

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KEOWEE MOUNTAIN**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Keowee Mountain Lakes Estates ("Declaration") is made as of the date set forth on the signature page hereof by Keowee Mountain, Inc., a South Carolina corporation (the "Declarant").

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for Keowee Mountain Lakes Estates on June 19, 2002, in Deed Book 670, Page 142, et seq., in the Register of Deeds of Pickens County, South Carolina (hereinafter referred to as the "Original Declaration") (the definitions provided in Article I of the Original Declaration are incorporated in this preamble by reference);

WHEREAS, Article 13, Section 13.3 of the Original Declaration provides that the Original Declaration may be amended by an agreement signed by Owners holding a majority of votes appurtenant to the Lots that are subject to the Original Declaration at the time of such amendment; and

WHEREAS, the Declarant is an Owner holding a majority of votes appurtenant to the Lots subject to the Original Declaration at the time of this amendment;

WHEREAS, the Declarant deems it appropriate to amend and restate the Original Declaration; and

WHEREAS, the Declarant consents to this amendment to amend and restate the Original Declaration as evidenced by Declarant's signature on the attached instrument.

NOW, THEREFORE, pursuant to the provisions referenced above, the Original Declaration is stricken in its entirety and the following instrument is substituted therefore.