

SAXONY FOREST

OPPERMAN PROPERTY LAKEFRONT LOT RESTRICTIONS

1. The property shall not be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on the lot other than one detached single family dwelling, a private garage, and other appurtenant buildings, and one swimming pool, including dressing area, per lot. Any appurtenant building should be constructed of the same or similar materials as the dwelling.
2. No alcoholic liquors, wine, beer, or other ardent spirits may be sold on the premises.
3. All buildings shall be constructed with the use of high quality materials and workmanship to insure that said dwelling will not present an unsightly appearance. Homes of one level must have a minimum living area of 1450 square feet; two levels 1800 square feet. Houses of two stories shall not have less than 1400 square feet, on the first level. All minimum square footages shall be exclusive of garages and non-heated areas. Foundations of all homes shall be constructed of brick or stone masonry or in material which is compatible with the upper portions of the house. No visible walls or foundations shall be constructed of concrete blocks and no storage or outbuildings shall be so constructed that concrete blocks are visible. Concrete blocks, stuccoed or covered with mortar or cement, shall not be acceptable. Boat docks, whether floating or permanent, shall be constructed to be compatible to other docks and shall be attractive to the eye.
4. No building shall be located on any lot nearer than forty-five (45) feet to the front lot line, or nearer than fifteen (15) feet to an interior lot line or within forty (40) feet of a rear line. No lot shall be re-subdivided.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side five (5) feet of said lot. All utilities shall be underground from the utility service to the house on said lot.
6. No owner nor any other person may do anything which may distract or destroy the land, taking away its natural environmental appeal.
7. All drainage created by any building or improvement on the land shall not create erosion of any nature which will affect adjacent property, roads, pastures, or any stream. Water shall not be discharged in pipes or ditches on any adjoining property, in roads or in any stream.
8. No stream may be obstructed, diverted or contaminated.
9. No noxious or offensive trade or activity shall be carried on upon said lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No unsanitary, offensive, or unsightly condition rising or growing out of any cause whatsoever shall be maintained, licensed, or suffered to exist on said property.

10. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on said lot at any time as a residence, either temporarily or permanently. Any storage house built on said lot must conform to materials used in the residence and be properly landscaped. Any farm tractors, equipment, trailers, campers, or other implements shall be stored in a building or shall be parked so that they shall not be visible from adjoining property. No inoperable automobile shall be stored on any lot for more than thirty (30) days unless said automobile is wholly contained within a building. All materials stored on any property shall be located in an area which shall not be unsightly.

11. No signs or advertising displays other than the advertising for sale of unit on said lot or signs in connection therewith or incidental thereto, shall be placed on any lot.

12. No dangerous condition shall be permitted to exist on any lot.

13. No oil or mining operations shall be conducted upon said lot.

14. No garbage or refuse shall be dumped or otherwise placed or disposed upon said lot. There shall be no burning of garbage or refuse.

15. All sewage disposal shall be by individual septic tanks inspected and approved by the State Board of Health of South Carolina.

16. No poultry, hogs, horses, or other livestock shall be kept on the property. No dogs shall be kept or maintained on any lot except house pets. In no event shall any dog which constitutes a nuisance be kept on any lot.

17. Completion of construction, once commenced, shall be completed in one (1) year. Any vacant lot shall be kept free of brush, weeds, and debris. Any land cleared for any purpose will not be left bare of grass or trees. Any debris from clearing shall be removed from the property or buried.

18. The various restrictive measures and provisions of this instrument are declared to constitute mutual restrictive covenants and servitudes for the protection and benefit of each lot; and the provisions hereof may be enforced by any lot owner against any other lot owner; failure by the undersigned or any other person or persons entitled to do so to enforce any measure or provision upon violation thereof shall not estop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any other provision which shall remain in full force and effect.

SAXONY FOREST

OPPERMAN PROPERTY INTERIOR LOT RESTRICTIONS

1. The property shall not be used except for residential purposes.
2. No alcoholic liquors, wine, beer, or other ardent spirits may be sold on the premises.
3. All buildings shall be constructed with the use of high quality materials and workmanship. Homes of one level must have a minimum living area of 1250 square feet; two levels, 1700 square feet. Houses of two stories shall have not less than 1,000 feet on the first level. All minimum square footages shall be exclusive of garages and non-heated areas. Foundations of all homes shall be constructed of brick or stone masonry or in material which is compatible with the upper portions of the house. No visible walls or foundations shall be constructed of concrete blocks and no storage or outbuildings shall be so constructed that concrete blocks are visible. Concrete blocks, stuccoed or covered with mortar or cement, shall not be acceptable.
4. No building shall be located on any lot nearer than forty-five (45) feet to the front lot line, or nearer than fifteen (15) feet to an interior lot line or within forty (40) feet of a rear line.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side five (5) feet of said lot.
6. No owner nor any other person may do anything which may distract or destroy the land, taking away its natural environmental appeal.
7. All drainage created by any building or improvement on the land shall not create erosion of any nature which will affect adjacent property, roads, pastures, or any stream. Water shall not be discharged in pipes or ditches on any adjoining property, in roads or in any stream.
8. No stream may be obstructed, diverted or contaminated.
9. No noxious or offensive trade or activity shall be carried on upon said lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No unsanitary, offensive, or unsightly condition rising or growing out of any cause whatsoever shall be maintained, licensed, or suffered to exist on said property.
10. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on said lot at any time as a residence, either temporarily or permanently. Any storage house built on said lot must conform to materials used in the residence and be properly landscaped. Any farm tractors, equipment, trailers, campers, or other implements shall be stored in a building or shall be parked so that they shall not be visible from adjoining property. No inoperable automobile shall be stored on any lot for more

than thirty (30) days unless said automobile is wholly contained within a building. All materials stored on any property shall be located in an area which shall not be unsightly.

11. No signs or advertising displays other than the advertising for sale of unit on said lot or signs in connection therewith or incidental thereto, shall be placed on any lot.

12. No dangerous condition shall be permitted to exist on any lot.

13. No oil or mining operations shall be conducted upon said lot.

14. No garbage or refuse shall be dumped or otherwise placed or disposed upon said lot. There shall be no burning of garbage or refuse.

15. All sewage disposal shall be by individual septic tanks inspected and approved by the State Board of Health of South Carolina.

16. No poultry, hogs, horses, or other livestock shall be kept on the property. No dogs shall be kept or maintained on any lot except house pets. In no event shall any dog which constitutes a nuisance be kept on any lot.

17. Completion of construction, once commenced, shall be completed in one (1) year. Any vacant lot shall be kept free of brush, weeds, and debris. Any land cleared for any purpose will not be left bare of grass or trees. Any debris from clearing shall be removed from the property or buried.

18. The various restrictive measures and provisions of this instrument are declared to constitute mutual restrictive covenants and servitudes for the protection and benefit of each lot; and the provisions hereof may be enforced by any lot owner against any other lot owner; failure by the undersigned or any other person or persons entitled to do so to enforce any measure or provision upon violation thereof shall not estop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any other provision which shall remain in full force and effect.

SAXONY PROPERTY OWNERS ASSOCIATION, INC.

BY-LAWS

ARTICLE I -- NAME AND PURPOSE

Section 1 Name: The name of the organization shall be Saxony Property Owners Association, Inc. ("Saxony Association").

Section 2 Purpose: The purpose of Saxony Association shall be to manage and regulate the Common Property owned by Saxony Association.

ARTICLE II - DEFINITIONS

Section 1 "Saxony Subdivision" shall mean the subdivision made up of areas known as Saxony Forest and Saxony Pointe located in the Keowee Community of Oconee County, South Carolina, which areas are served by the same roads and are contiguous.

Section 2 "Lot Owner" shall mean any person, corporation, trust, combination of persons, or other entity who has record title to a Lot within the subdivisions known as Saxony Forest or Saxony Pointe ("Saxony Subdivision") irrespective of when or how such person acquired such Lot.

Section 3 "Saxony Property Owners Association, Inc." shall mean the not for profit association organized and chartered by the South Carolina Secretary of State which charter is filed with the records of Oconee County in Book _____ at page _____. "Saxony Association" shall mean the Saxony Property Owners Association, Inc.

Section 4 "Lot" shall mean a numbered Lot of Saxony Forest or Saxony Pointe ("Saxony Subdivision").

Section 5 "Common Property" shall mean any property, real or personal, titled in the name of Saxony Association.

Section 6 "Member" shall mean a Lot Owner who owns a Lot in Saxony Subdivision, belongs to Saxony Association, and has complied with all the requirements of Saxony Association and whose dues are current.

Section 7 "Associate Members" shall mean persons who do not own a Lot within Saxony Subdivision but are eligible for membership in Saxony Association as provided for in these By-Laws.

Section 8 "Board of Directors" shall mean the officers elected by the Members of Saxony Association as provided in these By-Laws.

ARTICLE III - MEMBERSHIP

Section 1 Qualifications: Any Lot Owner in Saxony Subdivision shall be

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eligible to become a Member of Saxony Association. Each Lot within Saxony Subdivision shall be entitled to one vote irrespective of how the Lot shall be owned or titled. Only Members in good standing shall be entitled to vote. Whenever a Member shall cease to be a Lot Owner, such Member shall cease to be a Member of Saxony Association.

Section 2 Members: A Member shall have no individual vested right, interest or privilege of, in, or to the assets, functions, affairs or franchises of Saxony Association. Nor shall a Member have any right, interest or privilege which may be transferable or inheritable, or which shall continue after the membership ceases; or while the Member is not in good standing.

Section 3 Manner of Admission: A person or entity who acquires title to any real property in Saxony Subdivision is eligible to become a Member of Saxony Association, subject to and bound by its charter, By-Laws, rules or regulations.

Section 4 Associate Membership: Tenants residing within Saxony Subdivision may become Associate Members of Saxony Association with the permission of the Owner of the Lot where the Tenant is residing, provided, the Lot Owner is in good standing in Saxony Association. No Tenant who resides in Saxony Subdivision for less than 180 days may be a Member.

Section 5 Developer Membership: The Trustees of the Opperman Trust, ("Trustee"), shall be non-voting members of Saxony Association, provided however, that if any Trustee is eligible to be a member by virtue of ownership of a Lot, such person shall not be a member under this section. No successor Trustee shall be a member of the Association unless approved for membership by a majority of the members of the Association.

Section 6 Benefits, Rights, Duties, and Responsibilities: Members in Saxony Association shall be entitled to the benefits, rights, duties, and responsibilities of membership, as determined by the Members.

Section 7 Member in Good Standing: A Member is in good standing when all Saxony Association dues, charges, late charges, liens, special assessments and all other charges have been paid in full. All Members are required to pay initial fees, annual dues, and special assessments at such time and in such amount as determined by the Board of Directors.

Section 8 Dues and Fees: Dues and fees shall be set by the Board of Directors. At least thirty (30) days prior to the Annual Meeting, the Board of Directors shall establish a budget for the next year, based upon the requirements of Saxony Association. Fees and dues shall be based upon the budget, and each Member shall be billed pro-rata. In the event the budget exceeds Ten (10%) Percent of the budget of the last fiscal year, the budget must be approved by at least two-thirds (2/3) of the Members.

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ARTICLE IV - OFFICERS

Section 1 Officers: The officers of Saxony Association shall be a President, Vice-President, Secretary, and Treasurer and shall constitute the Board of Directors of Saxony Association. The officers shall be elected annually by the Members of Saxony Association by written ballot. Ballots for officers shall be delivered to each Lot at least thirty (30) days prior to the Annual Meeting, listing the candidates nominated by the Nominating Committee. Members in Good Standing shall deliver their completed ballots to such place and person as designated by the Board. The officers elected shall be announced at the Annual Meeting. The officers shall take office at 12 o'clock noon on the day of the Annual Meeting. No officer shall serve more than three (3) years successively. If a vacancy shall occur, a replacement shall be elected within ninety (90) days in the same manner as annual elections.

Section 2 Nominations for Officers: At least sixty (60) days prior to the Annual Meeting, the Board shall appoint three (3) Members in good standing to nominate officers for the next year. Candidates for officers may be nominated by petition of ten (10) Members in good standing delivered to the Nominating Committee or to any Board Member. Candidates must be nominated at least thirty (30) days prior to the Annual Meeting and nominations shall be delivered to each Member.

Section 3 The President: The President shall be the Chief Executive Officer (CEO) of Saxony Association and shall perform such duties as may be assigned by the Board. He/she shall be an ex-officio member of all committees. The President shall chair all meetings of the Board of Directors.

Section 4 The Vice-President: The Vice-President shall have such power and perform such duties as may be assigned by the President or the Board of Directors. In case of the absence or the disability of the President, the Vice-President shall perform the duties of that office; the Board shall temporarily fill the Vice-President vacancy until an election can be held. The Vice-President will act as Membership Chairman and Information Director for Saxony Association. As Membership Chairman, the Vice-President shall issue a copy of the By-Laws to new Members.

Section 5 The Secretary: The Secretary shall keep the minutes of all proceedings and meetings of the Executive Officers and/or the Board. He/she shall in general perform all the duties incident to the office of Secretary, subject to the control of the President or the Board. The Secretary shall be responsible for all correspondence and records of Saxony Association.

Section 6 The Treasurer: The Treasurer shall have the duties of establishing and controlling all Saxony Association accounts,

collecting all dues, and shall receive all revenues of Saxony Association from every source, and deposit same. The Treasurer shall pay all monies for which appropriation has been made and shall issue receipts for all cash monies received. Two signatures will be required on all checks issued, with Treasurer, President and Vice-President on the signature card. A set of approved books shall be maintained and shall be open for inspection. The Treasurer shall present a financial report at every meeting. He/she shall perform such other duties as may from time to time be assigned by the President or the Board, and if required by the Board, shall obtain a bond for the faithful discharge of the duties in such sum as the Board may require. The Treasurer shall notify the Vice-President upon receipt of dues from a new Member so the Vice-President can issue a copy of the By-Laws.

Section 7 Order of Business: The Board of Directors may from time to time determine the order of business at its meetings.

Section 8 Resignation or Removal: Whenever an officer Member is unable to perform his/her elected duties by virtue of transfer, health, conflict of interest, or other cause, such Member shall submit a letter of resignation to the Board citing the reason. Any officer may be removed by signed petition of fifty one (51%) percent of the Members.

Section 9 Compensation: All Board members shall serve without compensation for their services. Those expenditures made by any member of the Board at the direction of the Board are reimbursable by Saxony Association and require that the Board member retain, and submit to the Treasurer, all receipts relative to the expenditure.

ARTICLE V - MEETINGS

Section 1 Meetings: Meetings of Members shall be held at least annually on the first Saturday in March of each year at a place designated by the Board of Directors, notice of which shall be delivered to each Lot at least thirty (30) days prior to the meeting. Other meetings shall be held at the call of the Board of Directors or upon written petition of ten (10) or more Lot Owners delivered to any Member of the Board. Notice of any meeting shall be delivered to each Member.

Section 2 Special Meetings: Special meetings of the Board of Directors may be called by the President or by a simple majority of the Board for any time and place, provided reasonable notice of such meetings shall be given to each Member of the Board before the time appointed for such meetings.

Section 3 Quorum: A majority of the Members of Saxony Association shall constitute a quorum for the transaction of business. A majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time, without notice, until a quorum be on hand. The act

of a majority of the Members present at any meeting at which there is a quorum shall be effective.

Section 4 Proxy: Every member in good standing may cast one vote either in person or by proxy, for each Lot owned in fee simple. Absentee ballots and approved proxies may be obtained from the Secretary before the meeting. These must be returned to the Secretary prior to the meeting.

ARTICLE VI - DUES

Section 1 Dues Payable: All dues, assessments, and other fees are due and payable to the Treasurer by Friday before the annual meeting. Written notice shall be given by the Treasurer to the Board before the Annual Meeting and a list of Members in good standing made available at the annual meeting.

ARTICLE VII - LOSS OF PROPERTY

Section 1 Damage to Property: The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any Member or the guest of any Member, or visitor, or other persons.

ARTICLE VIII - COMMITTEES

Section 1 Audit Committee: An annual audit shall be completed thirty (30) days prior to the end of the fiscal year. This audit shall be conducted by two (2) Members of Saxony Association, who are not Members of the Board, appointed by the President.

Section 2 Standing Committees: The Board of Directors shall establish such standing committees as they shall deem advisable and shall make appointments to such committees.

ARTICLE IX - ORDER OF BUSINESS

Section 1 Order of Business: All meetings shall be conducted in accordance with Parliamentary Law, Robert's Rules of Order (Revised). At all meetings of Saxony Association, the order of business so far as the character and nature of the meeting will admit, shall be as follows:

1. Reading of the minutes of the last meeting and of any special meeting held subsequent thereto.
2. Introduction statements, questions and answers of special speakers and guests.
3. Report of the Treasurer.
4. Report of Board of Directors through the President.

5. New Business.
6. Proposed amendments to the Charter or By-Laws, if any.

ARTICLE X - DISSOLUTION

Section 1 Dissolution: The Saxony Association may be dissolved at any time with the written consent of not less than two-thirds (2/3) of its Members. After all obligations have been fully discharged, Saxony Association's personal property and assets shall be contributed to a charitable organization to be selected by the Board of Directors at the time of dissolution. All real property owned by Saxony Association shall become common property of all Owners of Lots in Saxony Subdivision.

ARTICLE XI - AMENDMENTS

Section 1 Amendments: These By-Laws may be amended by a two-thirds (2/3) vote of Members present and voting at a regular or special meeting called for that purpose, however, the proposed amendments must be embodied in the call for such meeting and delivered to each Member at least two (2) weeks prior to the date of said meeting.

Section 2 Board Approval: No amendment to the By-Laws adopted by Saxony Association shall be effective until it has been approved by the Board of Directors of the Saxony Property Owners Association, Inc.

Approved this 21st day of JANUARY, 2001

Saxony Property Owners Association, Inc.
Board of Directors:

David P. Thomas
President

Louise Y. Yoder
Vice-President

Kathleen Fierite
Secretary

Eldon D. Bullock
Treasurer

Saxony Property Owners Association

Boat Ramp Rules

1. Only Members, or their guests, of Saxony Property Owners Association are permitted access to, or use of the boat ramp area.
 2. Each Member will be furnished with a key to the boat ramp gate.
 3. The gate to the boat ramp area shall be locked at all times. Members entering or departing the boat ramp area are responsible for ensuring that the gate is closed and locked.
 4. Members may permit their houseguests to use the boat ramp only under the direct supervision of the Member.
 5. Members shall not loan their key to anyone. The Association will replace lost keys upon payment of a nominal fee.
 6. Members shall endeavor to park their towing vehicle/trailer in a manner that does not impede access to the ramp.
 7. The boat ramp area shall not be used for storage of any non-boating related vehicle. All stored vehicles shall have current, legal registration, and display the owner's name and phone number.
 8. Members are requested to keep the boat ramp area neat and clean. Please take your trash with you.
 9. Members are asked to respect the private property of the homeowners that border the boat ramp area. The property lines are clearly marked.
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