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REGISTER OF DEEDS

BOOK 1292 PAGE 191

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STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

JEMIKI PROPERTIES, L.L.P.

RESTRICTIVE COVENANTS

FOR

THE SHORES OF KEOWEE

THIS DOCUMENT CONTAINS AN ARBITRATION PROVISION

PREAMBLE:

The property described in these Covenants is described in a deed from Crescent Resources, L.L.C. to Ned T. Dobson, filed with the Oconee County Register of Deeds in Deed Book 1292 at page 175 ("Crescent Deed"). and by deed from Ned T. Dobson to Jemiki Properties, L.L.P. filed with the Oconee County Register of Deeds in Deed Book 1292 at page 186-189. The property is made subject the Restrictions set forth in the Crescent Deed, which are incorporated herein. The Restrictive Covenants set forth herein are in addition to those Restrictions. If there is conflict between the Covenants herein and the Covenants contained in the Crescent Deed, the Crescent Deed will prevail.

ARTICLE I

ESTABLISHMENT OF RESTRICTIVE COVENANTS

Establishment of Restrictive Covenants. For and in consideration of the mutual benefit of the Lot Owners of The Shores of Keowee as shown on a plat Barry L. Collins, RLS #11903, dated July 7, 2003, and July 26, 2003, and recorded in Plat Book A954 at page 748, records of Oconee County, South Carolina, ("the Plat") the Lots, Parcels, and Property shown by the Plat which are listed in Article III, Paragraphs 3 and 4 below, are made subject to these Restrictive Covenants, Restrictions, and Easements set

Restrictive Covenants
The Shores of Keowee
Page 1

forth.

**ARTICLE II
DEFINITIONS**

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

- a. **"Covenants"** shall mean the Restrictive Covenants herein filed with the records of Oconee County and all supplementary or amended Covenants that may be filed in accordance with these Covenants from time to time.
- b. **"The Shores of Keowee"** or **"Development"** or **"Subdivision"** mean the subdivision known as The Shores of Keowee as described.
- c. **"Lot"** shall mean any tract designated and numbered as a Lot shown and meant for a lot for building a residence.
- d. **"Lot Owner"** or **"Owner"** shall mean any persons, corporation, partnership, trust, or other entity that owns a numbered Lot in The Shores of Keowee and shall mean any person or entity as defined in this paragraph who has or acquires an interest in a Lot by Deed, including Quit Claim Deed, Tax Deed, Deed by Foreclosure, or acquires by 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.
- e. **"Dwelling"** is any structure which is used for sleeping, including any guest house, or garage apartment.
- f. **"Notice"** when used in the context of a communication of a Lot Owner shall mean any communication to a Lot Owner by the Association or any other person or entity who is obligated or required to make a communication to a Lot Owner of some liability or obligation of the Lot Owner by these Covenants.
- g. **"The Shores of Keowee Property Owners Association, Inc."** or **"Association"** mean an organization composed of the Lot Owners in The Shores of Keowee, as defined and shall be known as "The Shores of Keowee Property Owners Association, Inc."
- h. **"Board"** means the Board of Directors of The Shores of Keowee Property Owners Association, Inc.

BOOK 1292 PAGE 193

- i. "Member" means Lot Owners who are entitled to vote in The Shores of Keowee Property Owners Association, Inc.
- j. "Assessment" means the charges made to the Lot Owner(s) to pay for the expenses of the Association as set forth in these Covenants, whether collected monthly, quarterly, annually or whether for annual, ordinary, or special, or extraordinary expenses.
- k. "Roads" shall mean the streets or roads designated as such as shown on the plats.
- l. "Plat" mean the plat of the Subdivision prepared by Barry L. Collins, RLS #11903, dated July 7, 2003 and July 26, 2003, and recorded in Plat Book A954 at page 1+8, records of Oconee County, South Carolina.
- m. "Vehicle" when used in describing what may be kept on lots, shall include boats, jet-skies, off-road or all terrain vehicles, and all other objects which are commonly moved from place to place.

**ARTICLE III
USE OF LOTS**

1. **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.

2. **Approval of Plans.** All building plans, elevations, and specifications for any dwelling or structure must be approved by the Developer or its Designee prior to construction. Approval shall not be unreasonably withheld. All plans submitted 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.

3. **Lots 1 through 7, 10-B, 11-B and 11-C; Lots bordering Lake Keowee or Highway 188.**

One story dwellings on these Lots must have a minimum of one thousand eight hundred (1,800) square feet of heated living space. Each one and a half story dwelling on these Lots must have a minimum of two thousand (2,000) square feet of heated living space. Two or more story dwellings constructed on these Lots must have at least Two Thousand Two Hundred (2,200) square feet of living space. All minimum living space is exclusive of garages, patios, and porches.

BOOK 1292 PAGE 194

4. Lots 8, 9, 10-A, 11-A, 12 and 13; Interior Lots.

Dwellings on these Lots must contain not less than one thousand five hundred (1,500) square feet of living space.

5. Lots 10-B and 11-B. Lots 10-B, 11-B may not be combined with the adjoining lots 10-A, and 11-A, respectively, unless a home is constructed on the adjoining Lot in which case the provisions of the Covenants which apply to Lots bordering Highway 188 will govern the size requirements of the home constructed thereon.

6. 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.

7. Storage Buildings. All storage buildings or other structures must be constructed of the same materials as the residence and shall contain the same quality of workmanship and materials.

8. 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.

9. Household Pets Allowed. No animals shall be kept on any lot except not more than two (2) dogs or cats shall be kept on any lot. Any outside pet shall be kept in an enclosed fence in the rear of the Lot and not visible from the Street. Any pet within the Subdivision outside of the Lot of the Owner shall be on a leash. 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. The Owner of any lot shall remove from any portion of the Subdivision, except his lot, any droppings.

10. Fences. The Developer shall approve all fences. All

BOOK 1292 PAGE 195

fencing used and erected within the Subdivision shall be constructed in a manner so as to enhance the beauty of the Development and in keeping with the materials and design of all structures as approved by Developer. All fences must be constructed in a permanent and professional manner so as not to detract from the subdivision or any improvement thereon. The height of fences shall be limited to a height not to exceed six (6') feet.

11. Set Backs - Interior Lots. All dwellings and any other structures must be located at least thirty (30') feet from the front lot line of the Lot and at least ten (10') feet from each side lot line and at least (10') feet from the rear lot line; 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. The Property Owners Association or its designee may, for good cause shown, grant variances of not more than ten (10') feet on front set-back lines and not more than five (5') feet from the rear or side lines.

12. Set-Backs - Lake Lots. All dwellings and other structures constructed on Lots which border Lake Keowee must be located at least thirty (30') feet from the front lot line of the Lot and at least ten (10') feet from each side lot line. Set-back lines for lake lots shall be the set-backs established by Duke Power Company or Oconee County or other governmental body or entity having jurisdiction. If two or more Lots are combined into a single Lot for building purposes, then only the outermost set-back lines shall apply. No structure may be located closer than thirty (30') feet to any road. Developer may grant a variance where the set-back provisions cause a hardship when good cause is shown, provided that variances of not more than ten (10') feet shall be granted on front set-back lines and not more than five (5') feet from the rear or side 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 or its Designee. If this paragraph is in violation of Federal or South Carolina Law, then the law shall govern.

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 and Other Vehicles Prohibited.** Travel trailers, recreational vehicles, boats in excess of eighteen (18') feet, boat trailers, trucks (other than pick-ups¹, panel trucks, and vans) buses, and portable camping equipment shall not be kept in the Subdivision more than fourteen (14) days and then only if parked on the Lot Owner's paved parking area. Temporary street parking is permitted for loading and unloading, not to exceed twelve (12) hours.

17. **Parking.** All vehicles shall be parked in garages, carports, or driveways provided on each Lot or in areas designated for parking. No vehicle shall be parked or allowed in or on the roadway for more than eight (8) hours. Gravel or dirt driveways or parking areas are not permitted.

18. **No Vehicle Maintenance Allowed.** No automotive or vehicle maintenance may be performed within the Subdivision.

19. **Business Activity Prohibited Except Home Office.** No industry, business, trade, occupation or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the Development, except home offices which are not apparent from the outside. No business may be conducted which causes any appreciable increase in vehicular traffic or parking. No business, trade, or professional signs may be displayed. No manufacturing or industrial business may be conducted within the Development. No retail business, including such activities as barber or beauty shops, may be conducted within the Development. No Homeowner shall employ agents or employees within the Development except those persons who are engaged in the maintenance of Development or Owner's property.

20. **Time-Sharing Prohibited.** No Lot shall be used for Time-Sharing, as that term is defined by the South Carolina Law and no Lot shall be rented for a period of less than three (3) months.

21. **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.

22. **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.

23. **No Signs Allowed.** No signs or advertising displays may be placed in the Subdivision, inclusive of advertising for the sale of a home or Lot, except that a single sign, not to exceed twenty-four (24") inches by thirty (30") inches in size is permitted which announces that the Lot or home is for sale.

¹ A truck with large oversized tires shall not be considered to be "pick-up"

BOOK 1292 PAGE 197

24. **Completion of Structure.** Any structure, landscaping or other work which has been started on any Lot must be pursued with reasonable diligence to completion. The exterior of any building must be completed within one (1) year after construction has commenced.

25. **Landscaping.** Upon completion of the construction of the dwelling, the Lot Owner shall install grass and/or mulch on open areas. No structure other than a mailbox shall be erected between lot boundaries and the street.

26. **Dead or Hazardous Trees.** Dead or hazardous trees shall be removed from any Lot where they would cause damage to an adjoining lot if they fall. Any Lot Owner shall be responsible for removing any tree which falls on an adjoining lot.

27. **Driveways.** All driveways must be surfaced with concrete upon completion of the exterior of the dwelling.

28. **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 any Lot Owner shall fail to maintain his Lot, then the Association may maintain the Lot at the expense of the Lot Owner and such expense shall be a lien against the Lot and Owner of a Lot in the same manner as an Assessment.

29. **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, dirt, and debris from entering the roadway. If mud or debris washes onto pavement, said Lot Owner and/or builder will immediately wash and clean road surface. No Lot Owner shall construct any structure, ditch, bern, or take any other action so as to divert surface water onto any other Lot.

30. **Surface Water.** Developer shall not be held responsible for surface water run-off which naturally occurs from subdivision roadways.

**ARTICLE IV
EASEMENTS**

1. **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. A ten (10') foot wide drainage easement is reserved along the exterior lot lines of each lot. Developer may, but shall not be required to, enter upon the property for the purpose of correcting drainage problems.

2. **Utility Easement.** Easements are reserved for the installation of Utilities within the roadways or within ten (10')

feet of any Lot, provided that any damage to any Lot during installation shall be repaired and the Lot restored.

ARTICLE V
THE SHORES OF KEOWEE PROPERTY OWNERS ASSOCIATION, INC.

1. **The Shores of Keowee Property Owners Association.** There will be formed "The Shores of Keowee Property Owners Association, Inc.", ("Association") which shall be the governing body of the Subdivision, with respect to the administration, maintenance, repair and replacement of the Common Property, including roads. The Board of Directors of the Association shall be the form of administration of the Association and of the Development. Whenever this instrument shall call for approval, permission or requirement of the Association, it shall mean the Board of Directors of The Shores of Keowee Property Owners Association. A copy of the Bylaws of the Association is made a part of these Covenants referenced and incorporated herein as if fully set forth herein.

2. **Lots Exempt From the Association.** Lots 11-A, 11-B, 12 and 13 are exempt from the Association and shall not be assessed for any maintenance for roads, entrance or street lighting.

3. **Board of Directors.** The Board of Directors shall consist of three members who are elected by the Members of the Association at the annual meeting, provided however, that the Developer shall appoint the initial three members who shall serve for a period of 1 year, 2 years and 3 years, respectively.

4. **Administration - Manager.** The Administration of the Development, and the powers and duties coincident thereto, may be delegated by the Association to a Manager, which Manager shall be retained by the Association upon such terms and conditions and for such compensation as it may from time to time determine. The Manager may be a Lot Owner of The Shores of Keowee.

5. **Membership.** Each Lot Owner shall automatically become and be a member of the Association so long as he continues as a Lot Owner. Upon the termination of the interest of a Lot Owner, his membership, together with his stock ownership in the Association, shall thereupon automatically terminate and transfer and inure to the new Lot Owner succeeding him in interest.

6. **Number of Shares.** The aggregate number of shares of stock in the Association shall be one hundred (100), which shall be divided, as will the votes relating thereto, among the Lot Owners in equal shares. It shall not be necessary to issue certificates of stock as evidence of ownership.

BOOK 1292 PAGE 199

ARTICLE VI
ASSESSMENTS

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

- a. **Assessments for Maintenance:** Lots 1 through 10-B shall be assessed for maintenance of a private road serving those lots and for maintenance of the entrance and street lighting. The fees collected shall be held in a special account established for that purpose. Such account may be held in the name of an appropriate escrow agent (accounting firm or bank) ("Escrow Agent"). Association or Escrow Agent shall provide to each Lot Owner an accounting of the status of the account on or before August 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. The initial assessment shall be the sum of One Hundred Twenty Five Dollars per lot to be due and payable on or before June 1, 2004.
- b. **Assessments-Fees.** Each Lot Owner shall pay fees for such common expenses annually in such amount as provided in the By-Laws of The Shores of Keowee Property Owners Association, which amount shall be due on the 1st day of January 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. All fees or assessments not paid when due shall bear interest at the highest rate for pre-judgments in South Carolina, and such interest shall be added to the fees and assessments due, in addition to late fees.
- c. **Developer Assessments.** Developer shall not be liable for Assessments as long as it owns a Lot or Lots.
- d. **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.
- e. **Liens and Judgments.** Assessments which are due shall constitute a lien against the Lot for which billed and shall be the personal liability of the Owner of the Lot. Past due assessments may be filed in the Assessments Book kept with the records of Oconee County, but such Assessments shall constitute a lien whether filed or not, provided such Assessment has been established and billed to

BOOK 1292 PAGE 200

the Lot Owner. The Association 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. Such lien established shall run with the land at law.

- f. **Tax Sale.** A sale of a Lot for taxes does not relieve an Owner from any liability for any assessment and the lien established herein against the property continues notwithstanding the sale or disposition of the Lot by the Owners. A person who acquires a Lot or an interest in a Lot by the purchase at a tax-sale shall be liable for assessments from the time that he bids on the Lot and the lien shall immediately attach and he shall be liable when the Lot is conveyed to him by deed. A tax sale of property does not relieve an Owner from any personal liability for any assessment and such liability continues until paid.

**ARTICLE VII
ENFORCEMENT**

1. **Notice to Correct Violation.** The Association 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 Association 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 be a lien against the Lot and shall be a personal debt of the owner.

2. **Enforcement of Covenants.** The Association or any Lot Owner may bring an action to enforce the provisions of these Covenants in Law or in Equity.

3. **Jurisdiction.** Any action brought by Association, 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.

4. **Litigation.** Any person who brings an action against the Association, challenging any provision of these Restrictive Covenants or brings any action relating to The Shores of Keowee shall pay all costs of such action, including attorney's fees, if

such action is not successful.

**ARTICLE VIII
COVENANTS BINDING**

1. **Covenants Binding.** The Covenants shall be binding on all Lot Owners within The Shores of Keowee 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.

2. **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.

**ARTICLE IX
AMENDING COVENANTS**

1. The Developer may issue supplementary or amended Covenants to these Restrictions within two (2) years by giving written notice to all Lot owners, providing a copy of the Revised Covenants and filing the amended changes with the Register of Deeds of Oconee County.

2. **Amendment of Covenants.** The Covenants may be supplemented or amended by a written instrument executed by the Owners of two-thirds (2/3) of the Owners of Lots described in Article III, Paragraphs 3 and 4. 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.

**ARTICLE X
NOTICES**

1. **Notices.**

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

131 Knox Road
Seneca, SC 29672

- b. All communications required by these Covenants to be made to a Lot Owner may be delivered by hand to such owner in the same manner as service of process is made under the law and court rules of South Carolina. Notice shall be deemed to have been made if such communication is mailed by certified mail to the address given to the Association by the Lot Owner and in the absence of such record address

BOOK 1292 PAGE 202

then 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. All Notices shall be given not less than ten (10) nor more than forty-five (45) days before an action is required by the Lot Owner, except in the case of emergency situations where immediate Notice is required.

**ARTICLE XI
ARBITRATION**

In the event of a dispute among Lot Owners, it shall be settled by Arbitration in accordance with the South Carolina Arbitration Act, except that one Arbiter shall serve and shall be appointed by a Circuit Judge serving Oconee County. The Judge may select an arbiter who is named on a majority of lists provided by the Co-Owners, but is not required to do so. Arbitration may be sought by any Owner who files a written request with the Court, and provides to all other Co-Owners a request in accordance with this provision and stating the nature of the dispute.

BOOK 1292 PAGE 203

Any person who brings an action against the Association, challenging any provision of these Restrictive Covenants or brings any action relating to The Shores of Keowee shall pay all costs of such action, including attorney's fees, if such action is not successful.

IN WITNESS WHEREOF, we have set our hands and Seal on this 31st day of July, 2003.

Jemiki Properties, L.L.P.
(SEAL)

By: Brian Ramsey
Brian Ramsey, Partner

By: Donald Payne
Donald Payne, Partner

Witnesses:

William D. Dain
William D. Dain

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF OCONEE)

Personally appeared before me the undersigned and made oath that (s)he saw the within named JEMIKI PROPERTIES, L.L.P. by its Partners 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 31st
day of July, 2003

William D. Dain (L.S.)
Notary Public of SC
My commission expires 10-2-2010

Restrictive Covenants
The Shores of Keowee
Page 13

EXHIBIT A
BY-LAWS OF
THE SHORES OF KEOWEE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
Name and Location

The name of this Association is The Shores of Keowee Property Owners Association, Inc. Its principal office is located in Oconee County, South Carolina.

ARTICLE II
Purpose

The purpose of this Association is to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of that certain property which is common property of the Lot Owners of the Shores of Keowee.

ARTICLE III
Membership

Section 1. Members. The members shall consist of all of the Owners of the Lots 1 through 10-B.

Section 2. Transfer. Except as provided herein membership shall not be transferable. The membership of each Lot Owner shall terminate upon a sale, transfer or other disposition of his ownership interest in the property, and thereupon the membership shall automatically transfer to and be vested in the new Owner succeeding to such ownership interest.

ARTICLE IV
Members' Meetings

Section 1. Annual Meeting. The annual members' meeting shall be held at a suitable place at ~~ten o'clock a.m. on the first Saturday of August~~ of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting shall be held at the same hour on the next day.

Section 2. Special Meetings. Special members' meetings shall be held whenever called by the President and Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

Section 3. Notice. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be in

BOOK 1292 PAGE 205

writing and may be personally delivered to any member or may be mailed to any member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meeting.

Section 4. Quorum. A quorum at members' meetings shall consist of six (6) Lot Owners. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in Section 3 of this Article.

Section 5. Voting. Each Lot Owner shall have one vote. If a Lot is owned by more than one person or entity, the Owners shall designate one person to vote.

Section 6. Majority. The vote of the majority of the ownership interests present or represented by proxy at a meeting at which a quorum is present is necessary for the adoption of any matter voted upon by the members.

Section 7. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

**ARTICLE V
Board of Directors**

Section 1. Function. The affairs of this Association shall be managed by a Board of three (3) Directors elected by the members at their annual meeting, who shall hold office for three (3) years and until their successors are elected and qualified. The initial Board of Directors shall serve terms of one, two, and three years respectively, determined by lot.

Section 2. Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section 3. Removal. Any Director elected by the members may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

Section 4. Organizational Meeting. The organizational meeting of a the elected Board of Directors shall be held within

BOOK 1292 PAGE 206

ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone, or fax at least three (3) days prior to the day named for such meeting.

Section 6. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or fax at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section 7. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 8. Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

**ARTICLE VI
Powers and Duties of the Board of Directors**

Section 1. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Declaration or by these By-Laws directed to be exercised and done by the Owners.

Section 2. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- a. Collection of assessments from the Owners.

- b. Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common elements and facilities.

Section 3. Manager or Management Agent, Employees, Generally. The Board of Directors may employ for the Association a management agent or manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 2 of this Article. The duties conferred upon the management agent or manager by the Board of Directors may be at any moment revoked, modified or amplified by the majority of Owners in a duly constituted meeting. The Board of Directors may employ any other employee or agents to perform such duties and at such salaries as the Board of Directors may establish.

ARTICLE VII Officers

Section 1. Positions. The principal officers of the association shall be a President, a Vice-President, a Secretary and a Treasurer, who shall be appointed by and from the Board of Directors.

Section 2. Appointments. The officers of the Association shall be appointed annually by the Board of Directors at the organizational meeting of each new Board and shall hold office for one (1) year and until their successors are appointed and qualified.

Section 3. Removal. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor appointed at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such duties as are from time to time assigned to him by the President or Board of Directors.

Section 6. Secretary. The Secretary shall:

- a. Keep the minutes of the proceedings of the Members' Meetings and of the Board of Directors in one or more books provided for that purpose.
- b. See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.
- c. Be custodian of the records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized.
- d. In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer shall:

- a. Have charge and custody of and be responsible for all funds, books and accounts of the Association.
- b. Have charge and be responsible for the collection of assessments as set forth in Article VIII of these By-Laws.
- c. In general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 8. Salaries. Although it is intended that the officers of the Association serve without pay, the Board of Directors may pay officers for work performed other than as a Director or officer.

ARTICLE VIII
Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year, except the first fiscal year of the Association shall begin at the date of organization.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and

BOOK 1292 PAGE 209

in accordance with customary accounting principals and practices. Within a reasonable time after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements of the Association for such prior fiscal year.

Section 3. Budget and Assessments. Within ninety (90) days before the commencement of each fiscal year, the Board shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items listed below, and shall make available a copy of the budget to each member at least thirty (30) days prior to the annual meeting. The budget, as it may be revised, shall be approved by a majority of the Lot Owners present and voting at the annual meeting:

- a. Management and administration expenses.
- b. Maintenance of roads.
- c. The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies and reserves for replacements.
- d. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.
- e. At the discretion of the Board of Directors, such payments may be made in quarterly or annual installments.
- f. Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that amount which had been established on the basis of the previous estimated annual budget.
- g. If any member shall fail or refuse to make payment of his proportionate share of the common expenses when due, the amount thereof shall constitute a lien on the Member's Lot and shall be a personal liability of the Member, as is provided in the Covenants. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in this instrument or these By-Laws, or which are otherwise available at law or in equity for the collection of all unpaid assessments.
- h. Upon the sale or conveyance of a Lot, all unpaid assessments against a Lot Owner for his pro-rated share of the expenses as referred to in these

BOOK 1292 PAGE 210

By-Laws shall first be paid out of the sales price or by the acquired in preference over any other assessments or charges of whatever nature except for unpaid taxes or liens payable under mortgage instruments.

4. Revised Assessments. If at any time during the course of any fiscal year, the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and thereafter monthly assessments shall be determined and paid on the basis of such revision, provided that such revision shall not be increased by more than ten (10%) percent and further provided that a majority of the Lot Owners shall approve the revised budget.

ARTICLE IX
Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of the meetings when not in conflict with the By-Laws and Statutes of South Carolina.

ARTICLE X
Dissolution

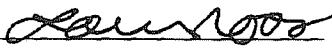
Section 1. In the event of dissolution, the residual assets of this organization will be distributed to the members.


Section 2. Notwithstanding any other provision of these By-Laws, Association shall not carry on any other activities not permitted to be carried on by the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law.

ARTICLE XI
Amendments

These By-Laws may be amended or modified at any annual meeting by a vote of two-thirds (2/3) of the Lot Owners. This Article shall not abridge, amend or alter the rights of institutional mortgagees without prior written consent.

Witnesses:


William D. Blair

Jemiki Properties, L.L.P.
By:  (SEAL)
Brian Ramsey, Partner

By: 
Donald Payne, Partner