

### ARTICLE III PROPERTY RIGHTS

Section 1. Ownership of Common Property. Ownership of Common Area(s). Declarant shall convey to the Association the Common Area(s) to be owned and maintained by the Association. Declarant reserves the right to construct (i) the Boatslips, Piers, Boat Ramp and Parking Area (ii) Entrance Monuments to be located at the entrance to the Development; and (iii) Public Roads as reflected by the Plat for the use and benefit of the Owners who are entitled to the use of such Common Areas as provided in this Declaration.

Section 2. Common Property Not Dedicated to the Public. The recording of the Plat does not indicate a dedication to the general public and all Common Property shall remain private property and may not be used except by the Owners of Lots within the Subdivision as provided in this Declaration. The Public Roads may be eventually be conveyed to Oconee County for maintenance and **may** then become public roads for use by the general public if that is either a condition of dedication to Oconee County or by operation of South Carolina Law. In no event shall the Boat Ramp be considered to be dedicated to the public and shall not be used except as permitted in this Declaration or by the rules established by the Association.

Section 3. Owners Rights to Use Common Areas. Each Lot Owner shall have the non-exclusive easement and right to use the Public Streets, the Boat Ramp, Parking Area and such other Common Property as may be designated and conveyed to the Association, subject to rules and regulations adopted by the Association.

Section 4. Rules and Regulations. The Association may adopt rules and regulations governing the use of the Common Areas. The Association may suspend the voting rights and the right to use Common Areas during any period when the assessment against his Lot is unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

- a. Declarant may grant utility, drainage, and other easements across the Common Areas, including Public and Private Roads.
- b. Declarant or the Association may restrict the use of certain Common Areas and Boat Slips to designated Owners as described in this Declaration or by any amendments or supplements.

### ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Approval Required. No building, fence, wall, mailbox, or other structure shall be commenced, erected,

maintained, or permitted to remain in the Development, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved by Declarant, or its designee, in writing as to harmony of external design and location in relation to the surrounding structures and topography.<sup>2</sup> No change shall be made in the color, stain, or painting of any structure or any exterior part or component thereof unless approved. In general, set back and side line restrictions shall be observed, but the individual situations and the adjoining use shall be considered in approving the location of any structure upon a Lot. Approval by the Declarant or Architectural Control Committee shall not be unreasonably withheld.

Section 2. Architectural Control Committee. Developer may provide by an amendment to this Declaration that an Architectural Control Committee (ACC) of Homeowners shall administer this Article. Such amendment shall provide that the Committee shall consist of three homeowners to be elected by the Homeowners. Developer may surrender its rights under this Article to the Homeowners Association by filing such document with the Oconee County Register of Deeds. The Homeowners Association will be notified of the filing and consent thereto.

Section 3. Storage of Materials. The Architectural Control Committee shall establish rules for the storing of construction materials during construction, including the location of storage.

Section 4. Requirements for Construction Process. The Owner of each Lot shall at all times keep contiguous public and private areas to a construction site free from dirt, mud, garbage, trash, or other debris which is occasioned by the construction or improvements on any Lot Common Area. The Architectural Control Committee shall supervise any construction site to insure compliance and shall cite any Owner for the violation of this Section. In the event of the violation of this Section and the failure of the Owner to clean any area off the Lot where mud or any other debris has accumulated, the Architectural Control Committee may have such area cleaned or debris removed and charge the Owner with the cost of such removal or cleaning. Any damage to roads, (including the accumulation of mud and/or debris) caused by any Owner or his agent (contractor) during construction or otherwise shall be repaired and if such Owner fails to repair damage caused, the Declarant or the Association shall be empowered to make such repairs and assess the Owner for all costs associated with the repairs.

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<sup>2</sup> Or by an architectural committee appointed by the Developer, which committee may be made up of Lot Owners, and/or the design architect selected by the Developer or others selected by the Developer.

Section 5. When Approval Deemed Granted. In the event the Developer or its designee shall fail to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed granted, and this Article will be deemed to have been fully satisfied, provided, however, that the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Developer or its designee shall be expected to base its decision.

Section 6. Right to Inspect. Developer or its designee shall have the right, at its election, to enter upon any Lot during or after construction, erection, or installation of improvements or alterations, or at any other time to inspect the work being undertaken or planned in order to determine that such work is being performed in conformity with this Declaration, with any governmental requirements, the approved plans and specifications, and in good workmanlike manner, utilizing methods and good quality materials.

Section 7. Requirements. No visible walls or foundations shall be constructed so that concrete blocks (with or without stucco) are visible.

Section 8. Completion of Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any Lot or Common Area, except as necessary for completion. At the time the plans for any improvement is approved by the Architectural Control Committee, the Committee shall establish a reasonable time for the completion of the improvement. Homes must be completed within Sixteen (16) months from the time footings are dug.

Section 9. Roofs. Roofs shall have not less than a Six (6") inch pitch and not less than Twelve (12") inch overhang, and shall be covered with asphalt or fiberglass shingles, terra cotta tile, real or man-made slate, cooper sheathing or wood shingles or pre-painted metal roofing.

Section 10. Exterior of Dwellings. The exterior of all dwellings and accessory structures shall be covered with brick, stone, wood, or siding consisting of wood, composite (Hardiboard or similar material). Any horizontal siding must be completely supported to maintain a straight and even outer surface and must be fully and properly finished. Vinyl siding shall not be permitted, provided, that vinyl may be permitted under eaves and other places, as approved by the Architectural Control Committee.

ARTICLE V  
USE RESTRICTIONS

Section 1. Use of property. The Development shall be for the following uses and subject to the following restrictions:

- a. Lots shall be used only for private single family detached dwellings and amenities, provided, however, that nothing in these covenants shall prevent Declarant from using any dwelling as a model or sales office. No building shall be erected, altered, placed or permitted to remain on any lot other than one residential dwelling with auxiliary amenities, such as a swimming pool, a detached garage, a storage building, and other structures, provided, however, that any auxiliary building shall be constructed with the same materials as used in the residence and provided that the location and design of such facilities are approved by the Developer. No mobile home, manufactured or modular home or structure having the characteristics or appearance of a mobile, modular, or manufactured home shall be located or permitted to remain on the property.
- b. Storage and shop outbuildings, including detached garages, workshops, storage and utility buildings, greenhouses, and similar buildings, not exceeding Fourteen (14') feet in height are permitted, provided, that the combined square footage contained within all such outbuildings shall not exceed Two Thousand (2,000) square feet. All outbuildings must be permanently affixed to the Property and shall be covered with the same material as the dwelling, as approved by the ACC. Recreational structures, including decking, gazebos, covered patios, playhouses, barbecue pits and similar structures are permitted, provided that the total combined square footage contained within such structures does not exceed One Thousand (1,000) square feet.
- c. No garage or outbuilding shall be used as living quarters. Only one family shall occupy any residence, provided however, that an Owner may have house-guests provided that no guests may stay more than thirty (30) days and no more than sixty (60) days in any calendar year. No residence shall be rented or leased for a period less than six (6) months. In no event shall any residence be used for time-sharing.
- d. Nothing shall be kept and no activity shall be

carried on in any building or residence which will increase the rate of insurance applicable to other residential Lots. No Owner shall do or keep anything, or cause or allow anything to be done or kept, in his residence which will result in the cancellation of insurance on any portion of the Development, or any contents thereof, or which will be in violation of any law, ordinance or regulation.

- e. No patently offensive or unlawful use shall be made of any Lot or the Development, or any part of it, and all laws, ordinances, and regulations of all governmental agencies having jurisdiction shall be observed.
- f. 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, that interferes with the Development. 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. Declarant or its agent may use any unsold residence for sale or display purposes. No activity of a business nature shall be conducted unless first approved by the Developer or its designee. No business activity may be conducted on any Lots which is apparent or detectable by sight, sound or smell from outside the dwelling. Any business activity shall conform to all laws and regulations. No business activity may be conducted which involves regular visitation to the Lot by clients, customers, suppliers or other business invitees. No vehicle used in the business on which there is a sign may be parked on the Property so that it is visible. No business equipment, parts, supplies, tools or components may be stored on Property. These Covenants do not prohibit infrequent (no more than one (1) in any six month period) yard sales or similar activity.

Section 2. Dwelling Size. The square footage requirements hereinafter set forth refer to enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios. Any one story dwellings shall not

contain less than 1,600 square feet of Heated Living Area, as defined. Any one and a half story dwellings shall not contain less than 1,800 square feet of Heated Living Area. Any two (or more) story dwellings shall not contain less than 2,000 square feet of Heated Living Area.

Section 3. Building Set Back Lines. No building on any Lot (including any stoops, porches, or decks) shall be erected or permitted to remain within the front (street right-of-way) or side abutting right-of-way (for a corner Lot) building setback as follows:

Front Set Back Thirty (30) feet from street.

Side Set Back Fifteen (15) feet from property line.

Rear Set Back for Water Front fifty (50') feet.

Rear Set Back for Non Water Front Twenty (20') feet.

Section 4. Private Road Set Back Lines. Any Lot which fronts a Private Road will measure from the curb or edge of pavement to determine the building setback lines. Gazebos or similar minor aesthetic improvements may encroach within the setback, including the fifty (50) foot waterside setback, provided that they: (i) are single story, (ii) contain less than one hundred fifty (150) square feet and (iii) are not enclosed by walls or other surfaces unless such surfaces meet the openness test established for perimeter fencing in ARTICLE V, Section 15. Front, side, or rear entryway which (i) are connected to the residence and (ii) are not covered or enclosed in any manner, may encroach within the front, side, rear, or fifty-foot waterside setback.

Section 5. Minor Setback Violations. In the event of the unintentional violation of any of the building setback covenants set forth above, in the amount of ten percent (10%) or less of the setback covenant in question, Declarant reserves the right, which right shall be vested in the Association when Declarant transfers its rights to the Association, but is not obligated to waive in writing such violation of the setback covenants upon agreement of the Owner of the Lot upon which the violation occurs and the Owner of any adjoining the violated setback, provided, that such change is not in violation of any or other valid requirement. Declarant may adjust Set-back lines or make other adjustments to the site plan if the topography of a Lot makes compliance with the set-back requirement impractical.

Section 6. Combination or Subdivision of Lots. Except as otherwise set forth herein, no Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Plat, unless approved by the Architectural Control Committee, and the Owners of adjoining Lots. In no event shall a Lot be reduced so that the Lot is less than twenty five thousand (25,000) square feet. A Lot Owner may combine with a portion or all of another contiguous Lot so long as the parcel or parcels which result from such combination do not violate any applicable law or regulation. In

the event two or more Lots are completely combined so as to create one parcel, the resulting parcel shall be considered as one Lot for the purpose of this Article, but shall continued to be considered as two Lots for all other purposes (including voting and assessments). Any Owner of any Lot which combines with all or a portion of a contiguous Lot shall be solely responsible for any costs which may result from such combination, including the costs of relocating any existing easements. However, Declarant reserves the right to change the boundaries or dimensions of any Lots still owned by Declarant as may be needed to meet septic system requirements or for any other reason.

Section 7. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon the Development, nor shall anything be done which is or may be or become a nuisance or annoyance to residents within the Development.

Section 8. Outside Antennas. No outside radio or television antennas shall be erected in the Development, or on a dwelling within the Development unless and until permission for the same has been granted by the Developer or architectural committee. Towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind which are located outside the dwelling on the property are allowed other than a satellite disc or dish no larger than eighteen (18") inches or an antenna which does not extend more than ten (10') feet above the roof ridge of the dwelling. No freestanding transmission or receiving tower or any non-standard television antenna is permitted.

Section 9. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on the Development.

Section 10. Parking. Each Lot Owner shall provide a concrete or asphalt driveway which provides space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on the Lot. No truck or commercial vehicle in excess of one-ton load capacity shall be parked or permitted to remain on any Lot. No boat or boat trailer, motor home, pop-up-camper, personal watercraft, or similar vehicles or craft, will be parked or permitted to remain on any Lot. No trailer, mobile home, recreational vehicle, or camper shall be used as a residence. All vehicles shall be parked in garages, carports, or driveways provided on each Lot or in areas designated for parking. All vehicles on any Lot must have a current license plate affixed. No vehicle of any kind shall be restored or reconstructed on the Development unless it is kept in a building that has been constructed in accordance with the requirements of these Declarations and in no event shall a disabled vehicle be left on the Development or any Lot for more than three (3) days. No vehicle, boat, trailer, truck, moped, motorcycle or machine of any kind shall remain parked on the cul de sac or on any Common

Property within the Development overnight.

Section 11. Trucks, Boats, Trailers, and Similar Units. Parking of trucks, (excluding ordinary pick-ups<sup>3</sup>) boats, buses, trailers, camping trailers, motor homes, tractors, golf carts, riding lawn mowers and the like shall not be kept on any Lot so that any such vehicle or boat is visible to any Lot within Wilderness Cove. Developer or its designee may construct an area for the parking of boats, trailers, etc. in which event such vehicles may be parked within the area, provided however, that the parking of any vehicle, boat, or other instrument shall be in accordance with the rules established.

Section 12. Prohibited Work. No Owner shall do any work which would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament, without, in every such case, unanimous consent of all other Owners affected being first obtained.

Section 13. Noise. No radios or record players or other music or noise making machines may be used on any Lot that can be heard on an adjoining Lot.

Section 14. Animals. No animals or fowl shall be permitted on any Lot except common household pets. No animal pens shall be allowed on any Lot and no animal(s) shall be kept or left unattended outside the residence. All dogs when outside the residence shall be accompanied by a person and shall be kept on a leash at all times. At no time shall an animal be allowed to run loose. Owners shall remove any droppings from any street or common property. Barking dogs which are a nuisance to neighbors shall not be permitted. Any Owner who keeps a dog who has violated this Section agrees that an injunction in a court of equity may be obtained. When an injunction is sought under this Section, the burden shall be on the dog owner to show that this Section has not been violated. If an Owner is found to have violated this Section, then the Owner shall pay all court costs, including attorney's fees, and shall pay to the Homeowners Association a Special Assessment as determined by the Association.

Section 15. Fences and Walls. No wooden fence, or brick or stone wall may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot. In the case of a corner Lot, no side yard fence shall be located nearer than the side of the house facing the side street line. No wooden fences, or brick or stone walls, greater than six (6') feet in height are permitted. Chain-link or other metal fencing is not permitted, except that a 2" x 4" metal mesh may be used with split rail fencing to contain animals or children within rear or side

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<sup>3</sup> Pick-ups with grossly oversized tires or other modifications shall not be considered to be ordinary.



yards. All fencing must be approved by the Architectural Control Committee. The Architectural Control Committee may enact standard rules for fencing.

Section 16. View Areas. Developer reserves the right to designate one or more "view areas" that shall be unobstructed views. Lot Owners shall not permit brush, vines, weeds or other vegetation to block the view of other Lot Owner(s) within such designated view areas and may enter upon the view areas to remove any obstacle or brush which interferes with the view.

Section 17. Maintenance of Lots. All Lots (whether improved or vacant) within the Subdivision shall be maintained and free of unsightly conditions. Developer and/or the Architectural Control Committee shall have the right to require any Lot Owner to cut and remove any unsightly brush, vines, or other vegetation growing or to remove any other debris, trash, or other unsightly material. If an Owner shall fail or refuse to comply with the request of the Developer and/or Architectural Control Committee, Developer or Committee shall have the right to enter upon the offending Lot for the purpose of removing the obstruction and the Owner of the offending Lot shall be assessed for all costs of the removal. In the event a home is destroyed by fire or by Act of God, the home shall be repaired or the remains removed within a reasonable period of time not to exceed six (6) months unless Declarant or the Association grants an extension.

Section 18. Approval of Builders. The Declarant reserves the right to approve any builder who performs any work within the subdivision. Before any Owner enters into a contract with a builder for the construction of any home or other structure within the Subdivision, the Owner shall first determine if the builder is approved by the Declarant. Declarant may require any proposed builder to submit proof that such builder is licensed as a residential home builder, has posted a bond as required by law, has sufficient resources to fulfill contracts for the construction of homes and that he follows good practices for the construction of homes. Approval of a builder shall not be unreasonably withheld and disapproval of a builder shall be for good cause.

Section 19. No water craft equipped with a marine toilet having a fixed or portable holding tank, or a through hull or overboard discharge toilet, shall be permitted at any waterfront Lot Owner's docks or piers, the Piers or Boatslip.

Section 20. Docks, Piers, and Boat Houses. Duke Energy Corporation ("Duke") controls access to, use of, and water levels in Lake Keowee. Any Owner, the Declarant, and the Association must receive permission from Duke prior to placing or constructing any pier, structure, or other improvement within or upon, or conducting any activity altering the topography of the hydroelectric project surrounding and encompassing the waters of Lake Keowee. Declarant makes no representation or commitment as

to the likelihood of any Owner obtaining permission, or as to the continued existence, purity, depth or levels of water in Lake Keowee. Subject to the foregoing and the other provisions of these Covenants, the Owner of any Lot adjoining Lake Keowee may construct one (1) pier, provided, that such Lot is not located in an area where the narrowness of a cove precludes construction of a dock or pier as determined by Duke. Any waterfront improvement shall have a low profile and open design to minimize obstruction of neighbors' views. Enclosed single-level or multi-level docks or boat houses will not be allowed either on the water or within the fifty (50') foot waterfront setback. Roof-cover docks are allowed provided that such docks are one level, do not exceed more than twenty-five (25') feet in height and are not enclosed.

Section 21. Drainage. No Lot Owner shall cause surface water to be diverted to other Lots without the permission of the Declarant and/or the Owner of the recipient Lots. No Lot Owner shall block the drainage easements as shown on the Plat.

Section 22. Boat Ramps. No boat ramps of any kind are permitted on any Lot and no boat shall be placed in or removed from the waters of Lake Keowee from any Lot, provided, however, that small watercraft such as canoes, dinghies, and jet skis may be launched from any Lot if launched without a ramp.

Section 23. Amendments to Site Plan. Developer may make changes or amendments to the Site Plan in order to carry out the general purpose and intent of the overall plan and design, including varying lot lines, set-back lines, easements and other changes.

Section 24. Buffer Area. No portion of the Buffer Area may be disturbed in any way, including the disturbance or removal of topsoil, trees, and other natural growth. The Contour Line of Lake Keowee shall not change as a result of erosion or stabilization measures occurs after the conveyance of a Lot. The following activities are permitted within the Buffer Area:

- a. Trees which are less than six (6") inches in diameter, as measured 4.5 feet from the base may be removed. Any tree removal shall be performed using hand held gas or electric chain saws and/or other manual handsaws. No other mechanical equipment or vehicles may be used in removing any trees. Trees having a greater diameter than six (6") inches as measured 4.5 feet from the base that are diseased or damaged may be removed in the manner set forth herein.
- b. An access corridor may be created within the Buffer Area for the purpose of providing lake access to install shoreline stabilization or to install and use water access structures (docks)

that have been approved in advance by Duke Energy and otherwise comply with this Declaration. The access corridor may not exceed fifteen (15') feet in width. Trees with diameters equalling or exceeding six (6") inches, as measured 4.5 feet from base, may be removed within the access corridor and grading or ground disturbance may be performed if reasonably necessary to provide access, provided, that all required permits have been obtained, and all other requirements have been met.

- c. Nuisance shrubs, vines, and similar plant growth beneath the tree canopy and generally growing less than six (6') feet in height may be removed.
- d. Pruning and trimming of trees is permitted, provided, that pruning is limited to tree branches beginning with the lowest to the ground and extending up to the tree trunk no more than one-half of the total height of the tree. Trimming may also be performed on any limbs or branches that are diseased or naturally damaged.
- e. Rip-rap, bulkheading and/or other shoreline stabilization shall be made with the prior written approval of Duke Energy and in accordance with Duke Energy's Shoreline Management Guidelines which are in effect at the time such stabilization occurs. If shoreline stabilization is permitted by Duke, at all points where the stabilization occurs, the inner boundary line of the Buffer Area (i.e. the boundary line opposite the Contour Line of the lake) shall be adjusted inward (i.e. away from the Contour Line of the Lake) by the same distance that the stabilization structures or improvement extend from the Contour Line of the lake into the property, provided however, that in no event shall the width of the undisturbed Buffer Area be reduced to less than fifty (50') feet between any portion of the interior edge of the stabilization structures or improvements and any residence or other structure or improvement located on the Property (other than docks, or other water access structures which have been approved in writing by Duke).

## ARTICLE VI EASEMENTS

Section 1. Reservation. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat for use by the Declarant, utility companies, and public agencies in connection with this Development, including any portion of the property described by this Declaration. A ten (10') foot utility easement is reserved along all property lines, including along lot lines, for the installation and maintenance of utilities, and as access to other property or adjoining lots, for the installation of drainage lines and ditches necessary to drain the surface water in the subdivision or naturally flowing onto the subdivision, for the clearing of unsightly brush, weeds, or other unsightly plant growth, for the curing of unsightly conditions as may exist or develop such as ditches, and for such other purpose as will be for the general good of the Development within the Subdivision. Within these easements, no structures, planting or other material shall be placed or permitted to remain that may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which obstruct or retard the flow of water through the drainage channels and the easements. In addition, the Development shall be subject to a nonexclusive easement in favor of Declarant for construction of improvements on the Development.

Section 2. Encroachments. Every Lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed Eighteen (18) months following conveyance of said Lot to the original Owner for the purpose of correcting any problems that may arise regarding grading and other drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot as near the original condition as practicable.

Section 3. Flood Easements. The Waterfront Lots and the Common Area/Parking Area is subject to a flood easement to the 810 contour line.

ARTICLE VII  
USE AND MAINTENANCE OF THE COMMON PROPERTY

Section 1. Use of the Common Property. It is anticipated that the common property shall consist of the following: Entrance Monument, Boat Ramp and Parking Area.

- a. The common property shall be maintained and repaired by the Wilderness Cove Property Owners Association, who shall collect assessments for this purpose as herein provided.
- b. No dogs, or other domesticated animals shall be allowed on the property except on a leash. The owner of such animal shall be required to remove any manure deposited on this area.
- c. No radio, tape player or other instrument shall be played on the property except with the consent of all Lot Owners.
- d. No activity shall be carried on which shall in any manner constitute a nuisance.
- e. No user shall leave trash or property on the Boat Ramp except vehicles while the Owner is boating on Lake Keowee, but no vehicle shall be left overnight.
- f. The Boat Ramp and Parking Area shall be restricted to use by Lot Owners and residents of the household of Lot Owner, provided, that guests of Lot Owners may accompany Lot Owners but guests may not launch a boat from the Boat Ramp or park a vehicle on the Boat Ramp or in the Parking Area.

ARTICLE VIII  
GENERAL PROVISIONS

Section 1. Application. All Owners, employees of Owner and tenants or any other persons who may, in any manner, use the Development or any portion thereof shall be subject to the provisions hereof.

Section 2. Enforcement. The Declarant or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, or reservations, now or hereafter imposed by the provisions of the Declarations. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so. In the event there is a violation of the restrictions and it is necessary to bring an action in law or equity for the correction and enforcement, the person who brings

the action shall be entitled to recover the cost of the action, including reasonable attorney's fees and such cost and attorney's fees shall constitute a lien against the offending Lot. Declarant may vest the Association with the right to enforce the Covenants.

Section 3. Severability. Invalidation of any one of these covenants or restrictions, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty (60%) per cent of the Lot Owners. Any amendment shall be in the format established by Declarant. Any amendment must be approved by Declarant so long as Declarant owns any property in the Subdivision. Any amendment affecting the piers and boatslips and any improvements thereon must be approved by a vote of a majority of the votes appurtenant to the Boatslip Lots and must be consented to by Declarant so long as Declarant owns any Boatslip Lot. For a period of two (2) years, the Declarant may amend the Covenants by giving all Lot Owners written notice at least thirty (30) days prior to the effective date of the amendments. All amendments shall forthwith be recorded in any public office where this Declaration may be recorded and shall be effective upon such recordation.

#### ARTICLE IX WILDERNESS COVE PROPERTY OWNERS ASSOCIATION

Section 1. Property Owners Association. Prior to the date of recording of the within instrument, there has been formed, "Wilderness Cove Property Owners Association", ("Association") which shall be the governing body for all of the Lot Owners with respect to the administration, maintenance, repair and replacement of the Common Property including Piers and Boatslips. 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 Wilderness Cove Property Owners Association. A copy of the Bylaws of the Association is attached hereto and made a part hereof as Attachment 1 and incorporated herein by reference.

Section 2. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall be governed by the Bylaws. 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.

Section 3. 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.

Section 4. Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights.

Section 5. Class A Lots. Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote for each Class A Lot owned. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

Section 6. Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been conveyed to purchasers who are not affiliated with the Declarant. The Declarant shall be entitled to four (4) votes for each Class B Lot owned by it.

Section 7. Relinquishment of Control. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- a. when the number of votes in the Class A membership held by Owners occupying full-time homes in the Subdivision equals the total number of votes outstanding in the Class B membership, or
- b. upon the expiration of five (5) full years after the recording of this Declaration in the office of the Oconee County Register of Deeds, unless Declarant, in its sole discretion, elects to convert the Class B Lots to Class A Lots at an earlier time. Any such election, to be effective, must be in writing and recorded in the Office of the Oconee County Register of Deeds.

Section 8. The Bylaws may be amended at any annual meeting, provided, that such proposed change has been provided to all Lot Owners at least thirty (30) days before the annual meeting and provided that seventy-five (75%) percent of the Owners attending and voting, either in person or by proxy, approve of the change.

Any amendment shall be certified to by the President and Secretary of the Association that the amendment has been approved in accordance with this Section and such certification shall be filed with the Oconee County Register of Deeds and shall list all Owners and how each voted.

Section 9. Piers and Boatslips. Subject to and contingent upon the approval of FERC, Duke Energy Corporation and any other regulatory body having jurisdiction, Declarant shall have the exclusive right to construct some or all of the Piers and Boatslips (including improvements thereon), in the approximate locations shown on the Plat, as well as any additional Piers and Boatslips which may be added to the Development in the future pursuant to the provisions of this Declaration. Declarant shall not construct more Boatslips than are approved by Duke Energy Corporation pursuant to the Declarant's boatslip permit request for the Subdivision.

- a. Following the construction of one or more Piers and Boatslips as set forth above, Boatslips shall be leased to the Owners of certain Lots and transferred among Owners as follows:
- b. Declarant shall lease one (1) Boatslip to Owners of Boatslip Lots.



- c. The Lot as to which a Boatslip Lease is appurtenant shall thereafter be a Boatslip Lot subject to the provisions of ARTICLE XI. Once entered into between Declarant and Boatslip Lot Owner, the relevant Boatslip Lot shall not be separated from the Boatslip Lot to which it is appurtenant, but rather shall run with the title to the Boatslip Lot to which it is appurtenant and until such Boatslip Lease is assigned by the Boatslip Lot Owner to another Boatslip Lot Owner. In this regard, provided the applicable Boatslip Lease has been previously assigned, in accordance with these Covenants, any conveyance by a Boatslip Lot Owner of its ownership interest in a Boatslip Lot shall automatically assign to the transferee of such ownership interest and all rights and duties of said Boatslip Lot Owner under the Boatslip Lease; provided, however, in such event, the Boatslip Lot Owner and the transferee of the Boatslip Lot Owner's ownership interest in the Boatslip Lot shall immediately execute and record an instrument in the Oconee County Register of Deeds sufficient to provide record evidence of the assignment of the Boatslip Lease (a copy of the filed copy shall be provided to the Association). Any deed of trust, mortgage, or other encumbrance of a Boatslip Lot shall also encumber the Boatslip appurtenant thereto, even if not expressly included therein. No mortgagee, trustee, or other person claiming by, through or under any instrument creating any such encumbrance shall by virtue thereof acquire any greater rights in the relevant Boatslip than the Boatslip Lot Owner may have under the Lease at the time of such encumbrance; and further provided, such deed of trust, mortgage or other instrument of encumbrance, and the indebtedness secured thereby, shall at all times be and remain subordinate and subject to all of the terms and conditions of the Boatslip Lease and to all the rights of the Declarant or the Association thereunder. Any successor to a Boatslip Lot Owner's interest in a Boatslip Lease, whether such interest is acquired by sale, assignment, foreclosure, deed in lieu of foreclosure, power of sale, execution or otherwise, shall take such interest subject to all of the terms, covenants, conditions, duties and obligations of such Boatslip Lot Owner under the Boatslip Lease. If a Boatslip Lot is acquired by a successor owner but the Boatslip Lease has not been formally assigned, it shall be deemed to have been assigned to the successor owner and if the Lot owner refuses or is not able to formally

assign the Boatslip Lease, he the Declarant or the President of the Association is vested with limited power of attorney to execute such document(s) to assign the lease.

- d. Any Boatslip Lease may be assigned by the relevant Boatslip Lot Owner to another Boatslip Lot Owner within the Subdivision. Upon such assignment, the Boatslip Lot Owner and the assignee of the Boatslip Lease shall execute and record an instrument in the Oconee County Register of Deeds and shall file a copy of the recorded copy with the Association. Following such assignment, the assignor's Lot shall automatically cease to be a Boatslip Lot and the assignee's Lot shall automatically become a Boatslip Lot and the Lease shall run with the title to such Boatslip Lot. No Boatslip Lease shall be separated from the ownership of any Lot and assigned to anyone or any entity other than another in accordance with these Covenants. No Lot Owner shall own more than one (1) Boatslip Lease appurtenant to the Lot. (A Lot Owner may own as many Boatslip Leases as he owns Lots, but no more.)
- e. Declarant shall have the right to use Boatslips not leased to an Owner and shall have the obligation to pay Boatslip Assessments, Supplemental Boatslip Assessments and Special Boatslip Assessments on any Boatslips constructed by Declarant and not leased to an Owner. At Declarant's option, Declarant shall be entitled to assign all rights and duties of Declarant under any Boatslip Lease and/or Duke Lease to any person or entity, including the Association, whereupon Declarant shall have no further rights, duties, obligations or liabilities thereunder.
- f. In the event that a Pier contains a Boatslip which has not been leased as an appurtenant to a Boatslip Lot, said Boatslip may be retained by Declarant or the Association, with consent of Declarant, for the common use and benefit only of the Owners of Boatslip Lots, their families, guests, and invitees, for the purpose of temporarily docking boats, and may not be leased or otherwise transferred by Declarant to, or used by, any other party or the public. No boat or other recreational vehicle shall be permitted to remain overnight in any unleased Boatslip.
- g. The Board of Directors shall adopt rules and regulations governing the use of Piers and

Boatslips and the personal conduct thereon of the Members owning Boatslip Lots and their families, guests, and invitees. Should members owning Boatslip Lots desire to amend such rules and regulations, such amendment shall be in accordance with the Bylaws of the Association, but only Boatslip Lot Owners may vote. Any Amendment must be in writing, agreed to by a majority of the Boatslip Lot Owners in writing and filed by the Association with the Oconee County Register of Deeds, including copies of the vote of each Boatslip Lot Owner.

- h. Piers may be used only by Boatslip Lot Owners, their families guests and invitees. Each Boatslip may be used only by the Boatslip Lot Owner to which such Boatslip is appurtenant, their families, guests, and invitees.

Section 10. Boat Ramp and Amenity Area. The Boat Ramp and Amenity Area, as shown on the Plat, shall be provided by Declarant and maintained and repaired by the Association as a common expense for the common use and benefit of the Owners, their families, guests and invitees in order to provide access and a Parking Area for the Owners in connection with their use of Lake Keowee and for the Boatslip Lot Owners in connection with their use of the Piers and Boatslips. Provided however, that the maintenance, repair and replacement costs of the Piers and Boatslips shall be assessed against only the Owners of Boatslip Lots, as set forth in ARTICLE XI of this Declaration.

Section 11. Private Roads. Declarant and the Association shall have the exclusive right to construct the Private Roads in the approximate location shown on the Plat. Private Road Lot Owners will be assessed and the Private Roads maintained as set forth in ARTICLE XII. No structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the Private Roads or other utilities or drainage facilities located therein.

ARTICLE X  
ASSESSMENTS

Section 1. Assessments. The Association, through the Board of Directors of the Association, is given the authority to administer the operation and management of the Development, it being recognized that the delegation of such duties to one entity is in the best interests of the Owners of all Lots. To properly administer the operation and management of the project, the Association will incur, for the mutual benefit of all the Owners of Lots, costs and expenses which will be continuing or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "Common Expense". To provide the funds necessary for such proper operation and management, the Association has or is granted the right to make, levy and collect assessments against the Owners of all Lots, including Special Assessments for one-time or unexpected expenses or improvements. In furtherance of said grant of authority to the Association to make, levy and collect assessments and to pay the costs and expenses for the operation and management of the Development, the following provisions shall be operative and binding upon the Owners of all Lots:

- a. Each Owner of a Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Annual Dues or Assessments and Special Assessments, as defined, established, and collected according to this Declaration and the Bylaws of the Association, as provided. Any Assessment or charge(s), together with interest, costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which each assessment or charge is made. Each such assessment or charge, together with interest, costs, and reasonable attorneys' fees, if an attorney is employed for collection of Assessments, shall also be a personal obligation of the Owner of such Lot at the time when the assessment is due. The lien created shall be prior to all other liens whatsoever, except: (i) liens for ad valorem taxes on the Lot; (ii) the lien of any purchase money Mortgage covering the Lot, to the extent that assessments have accrued after the recording of such Mortgage.
- b. All assessments levied against the Owners of Lots shall be uniform and, unless specifically otherwise provided for in these Covenants or in the Bylaws, the assessments made by the Association shall be made in the same proportions. Should the Association be the Owner of any Lot, the assessment which would otherwise be due and

payable to the Association by an Owner of such Lot will be waived.

- c. The assessment levied against the Owner of each Lot shall be payable in annual or semi-annual installments, or in such other installments and at such times as may be determined by the Board of Directors of the Association.
- d. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, which shall correspond to the calendar year. Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Development, including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income, if any, which is to be applied to reduction of the amount required to be collected as an assessment each year. Upon adoption of such annual budget by the Board of Directors of the Association, copies of said budget shall be delivered to each Owner of a Lot and the assessment for said year shall be established based upon such budget, although the delivery of a copy of said budget to each Owner shall not affect the liability of any Owner for such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Development for the fiscal year or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary. The Lot Owners shall vote on the budget, in person or by proxy, at the Annual Meeting of the Association. The Budget shall be approved by a vote of a majority of the Owners, provided however, that the budget shall be sufficient to maintain the Common Property, pay taxes and insurance, and otherwise provide for the care and upkeep of the Development. In the event of a tie vote on the budget, then the matter shall be decided by a majority vote of the Board of Directors.
- e. All monies collected by the Association shall be treated as the separate property of the said Association, and such monies may be applied by the Association to the payment of any expense of

operating and managing the Development or to the proper undertaking of all acts and duties imposed upon it by virtue of these Covenants and/or the Articles of Incorporation and Bylaws of said Association, and as monies for any assessment are paid to the Association by any Owner of a Lot, the same may be co-mingled with monies paid to said Association by the other Owners of Lots. Although all funds and common surplus, including other assets of Association and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, shall be held for the benefit of the Association, no member of said Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When the Owner of a Lot shall cease to be a member of the Association by reason of his divestment of ownership of such Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of said Association which may be used in the operation and management of the Association.

- f. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof, is not paid to the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the pre-judgment rate established by South Carolina Law (currently 8.75%) at the time until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to the Association.
- g. The Owner(s) of each Lot shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, and all charges against the Owner authorized by these Covenants, which may be levied or charged by the Association while such Owner owns a Lot in the Development. Such personal debt shall continue to be an obligation of the Owner of such Lot even if the Owner sells the Lot. An Owner who buys a Lot assumes the debt of any assessment accrued on the Lot whether or not the assessment is then due. In

the event that any Owner is in default in payment of any assessment or charge or installment thereof owed to the Association, such Owner of any Lot shall be personally liable, jointly and severally, for interest up to the maximum statutory rate for pre-judgment interest as provided by South Carolina Law on such delinquent assessment or installment thereof and interest thereon. If an action is brought by the Association to collect any assessment delinquent for more than thirty (30) days, the Association shall be authorized to collect all costs of the action, including a reasonable attorney's fee.

- h. An Owner of a Lot may **not** exempt himself from personal liability for any assessment levied against such Owner or exempt his Lot by waiver of the use or enjoyment of any of the Common Property or by abandonment of the Lot by defaulting in local taxes or by any other method. A sale of a Lot by Oconee County for taxes does not relieve the Owner of any assessment.
- i. The Owner of any Lot agrees that the venue for any action brought against him to enforce a lien provided for in these Covenants shall be Oconee County irrespective of the domicile or legal residency of the Lot Owner and that all such actions shall be brought in the Courts of Oconee County.

Section 2. Purpose of Assessments. The assessment to be levied by the Association against each Lot shall be used as follows:

- a. to repair, maintain, reconstruct (when necessary), keep clean and free from debris, (and snow and ice when appropriate) the Public Roads as shown on the Plat, the Boat Ramp, then Entrance Monument area, and any other Property owned by the Lot Owners in common and any improvements located thereon, including, but not limited to, Street Lights, landscaping.
- b. to pay all costs associated with any lease of Street Lights; to pay all ad valorem taxes levied against the Common Areas owned by the Association (excluding the Piers and Boatslips) and any improvements located thereon.

- c. to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws; to pay all premiums for insurance carried by the Association pursuant hereto or pursuant to the Bylaws.

Section 3. Special Assessment for Capital Improvements. In addition the Annual Assessment, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying in whole or in part, the cost of construction of any Common Area Improvements which were not originally constructed by Declarant or the repair, replacement of the Public Roads, Entrance Monument, Boat Ramp, Street Lights and any other Common Property, provided, that any such assessment must be approved by a vote by the majority of Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Assessment Lien and Foreclosure. The Board of Directors of the Association may take such action as they deem necessary to collect assessments or charges by personal action or by enforcing and foreclosing the aforesaid lien(s) and may settle and compromise same if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the South Carolina Law, and shall have the priorities established by South Carolina Law. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. The lien created herein for assessments in default shall be filed with the Oconee County Register of Deeds in an Assessments Lien Book maintained for the purpose of giving notice that the Association has a lien on a Lot or Lots.

Section 5. Special Individual Assessment. In addition to any other Assessment, the Board of Directors shall have the power to levy a special assessment applicable to any particular Lot Owner ("Special Individual Assessment") (1) for the purpose of paying for the cost on any construction, reconstruction, repair or replacement of any damaged component of the Common Areas, including the Public Roads, Entrance Monument, Boat Ramp, Amenity Area, Piers and/or Boatslips or any other common property whether occasioned by any act or omission of such Owner(s), members of such Owner's family, or such Owner's agents, guests, employees or invitees and not the result of ordinary wear and tear; or (2) payment of penalties or other charges imposed against any Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws or any rules or regulations promulgated by the Association or the Declarant pursuant to this Declaration or by the Bylaws. Provided, however, the Declarant shall not be obligated to pay any Special Individual Assessment levied pursuant to this Section unless agreed to by



Declarant. Any Special Individual Assessment shall be established by the Board of Directors of the Association after notice to the Lot Owner of the specific charge against him and after a hearing set by the Board before the Board or before a member of the Association appointed to hear the charges. Within ten (10) days after any hearing, the Owner will be notified in writing of the findings and conclusion of the hearing panel. The Owner may challenge any findings in writing to the Board of Directors within ten (10) days. After considering the findings of the hearing panel and any response by the Owner, the Board shall establish a Special Individual Assessment and notify the Owner thereof within twenty (20) days. Upon the final establishment of a Special Individual Assessment to the affected Owners(s) and notice given to the Owner, the Special Individual Assessment shall be due within thirty (30) days. Any unpaid portion of the unpaid Special Individual Assessment shall bear interest at the rate for judgments under South Carolina Law.

#### ARTICLE XI ASSESSMENT OF BOATSLIP LOTS

Section 1. Assessment of Boatslip Lots. Each Boatslip Lot by entering into a Boatslip Lease (or accepting an assignment of a Lease) is deemed to covenant and agree to pay to the Association, in addition to all other Assessments, Boatslip, Supplemental Boatslip, and Special Boatslip Assessments for maintenance, repair cost of the Piers and Boatslips, including all improvements thereto. The Boatslip Assessment shall be used to clean, maintain, repair, reconstruct the Piers and Boatslips, including all lighting and other fixtures, wires, railings and other facilities located thereon; to provide and pay for lighting of, and water service to, the Piers and Boatslips; to pay all ad valorem taxes levied against the Piers and Boatslips; to pay all lease payments, if applicable, to Duke Energy Corporation, or any successor manager of Lake Keowee for the lease of the lake bed on which the Piers and Boatslips are located; to pay all premiums on all insurance carried by the Association in connection with the Piers and Boatslips; to pay all legal, accounting and other professional fees incurred by the Association attributable to the Piers and Boatslips; to maintain contingency reserves.

- a. The Boatslip Assessment shall be payable annually, in advance, and shall commence as to each Boatslip Lot and shall be due and payable thirty (30) days following the lease of a Boatslip to a Boatslip Lot Owner. The initial Boatslip Assessment applicable to all Boatslip Lot Owner shall be Five Hundred (\$500) Dollars per Boatslip Lot. Thereafter Assessments shall be determined by the Association's Board of Directors who shall determine the amount of reserve that should be maintained to cover maintenance and catastrophic damage to the piers and boatslips. The

assessments shall be set to accumulate such reserve. After the reserve has been accumulated, assessments shall be set by the Board of Directors using the same methods of determination as Assessments for Lots, provided, that the Board of Directors may appoint a committee of three (3) Boatslip Lot Owners who shall determine the annual budget and submit it to the Board of Directors. All Assessments for Boatslip Lots shall be sent to Boatslip Lot Owners at the same time as Assessment for Lots. Failure of the Association to send an Assessment to a Boatslip Lot shall not relieve any Boatslip Owner of their obligation to pay such Boatslip Assessment on or before January 31 of each year. The Board of Directors may alter the dates of the fiscal year for setting the Boatslip Assessment, and may increase or decrease the frequency of the collection of the Assessments in any reasonable manner. Assessments shall be due and payable not later than January 31 of each year.

- b. In addition to the Boatslip Assessment, the Association may levy in any assessment year, a Special or Supplemental Boatslip Assessment for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of Piers and Boatslips and any capital improvements located thereon, including lighting, water lines and other fixtures, poles, wires, railings and other facilities located thereon and personal property related thereto, provided that any such Special or Supplemental Boatslip Assessment must be approved by a vote of a majority of the votes appurtenant to the Boatslip Lots; and any Special or Supplemental Boatslip Assessment may be levied only against the Boatslip Lot Owners.

- c. Boatslip, Supplemental Boatslip and Special Boatslip Assessments for each Boatslip Lot owned by Declarant and unoccupied as a residence shall be one-third (1/3) of the Boatslip, Supplemental Boatslip and Special Boatslip Assessment for each other Boatslip Lot in the Subdivision not owned by the Declarant.

Section 2. Assessment Lien for Boatslip Lots. If any Assessment for a Boatslip Lot remains unpaid for a period of sixty (60) days or more, the Lease of the Boatslip appurtenant to the applicable Lot shall be deemed to be null and void, and the Association may assign the Lease to another Lot Owner within the Subdivision, provided, that the Association shall give the

Boatslip Lot Owner fifteen (15) days notice within which the Boatslip Lot Owner may pay all due assessments, including interest, in which event the Lease will be reinstated. Any Boatslip Lot Owner may redeem a Lease one (1) time only. Thereafter any unpaid assessment on a Boatslip unpaid for sixty (60) days shall be null and void.

ARTICLE XII  
ASSESSMENT OF PRIVATE ROAD LOTS

Section 1. Assessment of Private Road Lots. Each Private Road Lot shall be assessed and shall pay to the Association, in addition to all other Assessments, for maintenance, repair cost of the Private Roads, including all improvements thereto. The Private Road Assessment shall be used to maintain, repair, reconstruct the Private Roads including all lighting located thereon; to provide and pay for lighting; to pay all ad valorem taxes levied against the Private Roads; to pay all legal, accounting and other Private Roads incurred by the Association attributable to the Private Roads; to maintain contingency reserves.

- a. The Private Road Assessment shall be payable annually, in advance, and shall commence as to each Private Road Lot and shall be due and payable thirty (30) days following the purchase of a Private Road Lot. The initial Private Road Assessment applicable to all Private Road Lot Owners shall be Five Hundred (\$500) Dollars per Lot, provided however, that the initial Assessment shall be pro-rated to the end of that year. Thereafter, Assessments shall be due and payable not later than January 31 of each year. Assessments thereafter shall be set by the Board of Directors using the same methods of determination as Assessments for Lots, provided, that the Board of Directors may appoint a committee of three (3) Private Road Lot Owners who shall determine the annual budget and submit it to the Board of Directors. All Assessments for Private Road Lots shall be sent to Private Road Lot Owners at the same time as Assessment for Lots. Failure of the Association to send an Assessments to a Private Road Lot shall not relieve any Private Road Owner of their obligation to pay such Private Road Assessment on or before January 31 of each year. The Board of Directors may alter the dates of the fiscal year for setting the Private Road Assessment, and may increase or decrease the frequency of the collection of the Assessments in any reasonable manner.
- b. In addition to the Private Road Assessment, the

Association may levy in any assessment year, a Special or Supplemental Private Road Assessment for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of Private Roads and any capital improvements located thereon, including lighting, provided that any such Special or Supplemental Assessment must be approved by a vote of a majority of the votes appurtenant to the Private Road Lots; and any Special or Supplemental Private Road Assessments may be levied only against the Private Road Lot Owners.

- c. Private Road, Supplemental Private Road and Special Private Road Assessments for each Private Road Lot owned by Declarant and unoccupied as a residence shall be one-third (1/3) of the Private Road, Supplemental Private Road and Special Private Road Assessment for each other Private Road Lot in the Subdivision not owned by the Declarant.

Section 2. Assessment Lien for Private Road Lots. There shall be an Lien applicable to Private Road Lots and enforced in the manner set forth in ARTICLE X, Section 4.

#### ARTICLE XIII GENERAL PROVISIONS

Section 1. Application. All Owners, future Owners, employees of Owners, tenants, guests, invitees, and all other persons who may, in any manner, occupy a Lot or use the Development or any portion thereof shall be subject to and bound by these Covenants, the Bylaws adopted pursuant to these Covenants and any Rules or Regulations adopted by the Association in accordance with these Covenants.

Section 2. Enforcement - Remedies. The Declarant or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, or reservations, now or hereafter imposed by the provisions of the Declarations. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so and the failure to enforce any covenant against any Lot Owner may not be a defense by another Lot Owner who is charged with a violation of the same Covenant. In the event there is a violation of the restrictions and it is necessary to bring an action in law or equity for the correction and enforcement, the person who brings the action shall be entitled to recover the cost of the action, including reasonable attorney's fees and such cost and attorney's fees shall constitute a lien against the offending Lot Owner.

Section 3. Severability. Invalidation of any one of these covenants or restrictions, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

Section 4. Covenants Run With the Land. The provisions of these Covenants, Restrictions, and Easements shall affect and run with the land at law and shall exist and be binding upon all parties claiming an interest in the Property unless they are amended or changed in accordance with these Covenants.

Section 5. Certificate Regarding Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid, or if not paid, the amount of assessment then due. Such certificate shall be binding upon the Association as of the date of issuance.

Section 6. A reference to a specific Article or Section in this Declaration does not limit the application of other Articles or Sections.

#### ARTICLE XIV TERMINATION BY UNANIMOUS CONSENT

The Development and these Covenants may only be terminated by the unanimous consent of all of the Owners of all Lots and all of the parties holding mortgages, liens or other encumbrances against any of said Lots, in which event, the termination of the Development shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate the Development shall be executed in writing by all of the aforesaid parties, and such instrument or instruments shall be recorded in the office of the Oconee County Register of Deeds.

## ARTICLE XV NOTICES

Any Notice required to be made to the Owner of any Lot by these Covenants or by the Bylaws shall be in writing and made by mailing the Notice to such Owner by the United States mail at the address filed by the Owner with the Wilderness Cove Property Owners Association or by leaving the Notice at the home with any adult who is then occupying the dwelling on a Lot, provided the Owner occupies the home. Any Notice by mail shall be effective five (5) days after depositing same into the United States mail, with first class, certified or registered postage attached, and properly addressed. If no address has been filed with the Association and the Owner does not occupy the home, notice may be made by mailing the Notice to the address listed in the office of the Oconee County Treasurer. Notwithstanding any other provision of Notice, delivery of the Notice by the method specified by the South Carolina Rules of Civil Procedure for service of process constitutes proper Notice. Notice to the Association required to be made by these Covenants or by the Bylaws shall be made to any Director or Officer of the Association or by the method provided by South Carolina Law for service of process on Corporations.

## ARTICLE XVI RIGHTS OF MORTGAGEES

Section 1. Approval of Mortgagees. Unless at least seventy-five (75%) percent of the Mortgagees holding Mortgages on Lots located within the Development then subject to the full application of this Declaration have given their prior written approval, the Association shall not:

- a. except as otherwise specifically provided herein, by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association (the granting of easements for utilities or other purposes and the transfer of Boatslips pursuant to the terms of the Declaration shall not be deemed a transfer within the meaning of this clause);
- b. except as otherwise specifically provided herein, change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;
- c. fail to maintain fire and extended coverage insurance on insurable improvements in any Common Areas in the Subdivision (with the exception of Public Roads) on a current replacement cost basis in an amount not less than 100% of the insurable value;

- d. use the proceeds of any hazard insurance policy covering losses to any part of any Common Area for other than the repair, replacement or reconstruction of the damaged Common Areas or other common amenities.

Section 2. Additional Rights. Any Mortgagee, if it so requests, shall have the following rights, to wit:

- a. to be furnished at least one copy of the annual financial statement and report of the Association, such annual statement and report to be furnished within ninety (90) days following the end of each fiscal year;
- b. to be given notice by the Association of the call of any meeting of the Association's membership, and to designate a representative to attend all such meetings;
- c. to be given prompt written notice of default under the Declaration, the Bylaws or any rules and regulations promulgated by the Association by any Owner owning a Lot encumbered by a Mortgage held by the Mortgagee, such notice to be sent to the principal office of such Mortgagee or the place which it may designate in writing;
- d. to be given prompt written notice of any casualty loss to the Common Areas, or loss by eminent domain or other taking of (i) the Common Areas or (ii) any Lot encumbered by a Mortgage held by the Mortgagee;
- e. to be given prompt written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- f. to be given prompt written notice of any eminent domain or condemnation proceeding affecting the Property; and
- g. to be given prompt written notice of any action which requires consent.

Section 3. A Mortgagee (or other person to whom a debt is due by the Association on account of the furnishing of labor or materials for the improvement of the Common Property) of any Common Property may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against the Common Property and may pay overdue premiums on hazard

insurance policies or secure new hazard insurance coverage upon the lapse of a policy for property owned by the Association and the persons, firms, or corporations making such payments shall be owed immediate reimbursement therefor from the Association.

#### ARTICLE XVII ARBITRATION

Section 1. Dispute Among Owners. In the event of a dispute among Owners, it shall be settled by Arbitration in accordance with the South Carolina Arbitration Act, except that one (1) Arbiter shall serve. The parties shall endeavor to agree on a mutually agreeable arbitrator, but if they cannot agree, an Arbitrator shall be appointed by a Circuit Judge serving Oconee County. The Judge may select an arbiter who is common to lists provided by the litigating parties, but is not required to do so.

Arbitration may be sought by any Owner who files a written request with the Court, and provided to all other Owners and the Association, in accordance with this provision and the South Carolina Arbitration Act, stating the nature of the dispute.

Section 2. Award by Arbitration Filed as Judgment. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event of litigation or arbitration between the parties, the Arbitrator shall assess costs and expenses, including attorney's fees.

Section 3. Action against the Association. Any person who brings an action against the Association challenging any provision of these Restrictive Covenants or brings any action relating to Wilderness Cove Subdivision shall be settled in accordance with this Article, except that such person shall pay all costs of such action, including attorney's fees, if such action is not successful.

Section 4. Action Against Developer, Contractor, or Architect. Any action by any Owner or by the Association against the Developer, the original General Contractor, or the Architect who designed the Development shall be settled by Arbitration in accordance with this Article.



IN WITNESS WHEREOF, Declarant has executed these Protective Covenants, Restrictions, and Easements, this \_\_\_\_ day of \_\_\_\_\_, 2005.

In the presence of: SLEPPY, LLC (SEAL)

\_\_\_\_\_  
By: Daniel A. Fiore, Member/Manager

By: Frederick J. Arpin, Member/Manager

By: Edmond A. Fiore, Member/Manager

By: G. Edward Towson, II,

Member/Manager

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF OCONEE )

Personally appeared before me the undersigned and made oath that (s)he saw the within named SLEPPY, LLC by its duly authorized member/managers sign, seal and as its act and deed, deliver the within written Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this  
day of \_\_\_\_\_, 2005

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

HOUSTON MARY LOUISE H  
368 OLD CC CAMP RD  
GREER, SC 29651-

HODGE SARA MCINTOSH  
380 CCC CAMP ROAD  
GREER, SC 29651-0000

HODGE CHARLES T  
374 CCC CAMP ROAD  
GREER, SC 29651-0000

BELCHER DAVID L JR  
PO BOX 1255  
GREER, SC 29652-

BELCHER FLORENCE HOLLINGSWORTH  
415 CCC CAMP RD  
GREER, SC 29651-

DURHAM LARRY D  
4893 WADE HAMPTON BLVD  
TAYLORS, SC 29687-

SHECKELS DEVIN  
151 CCC CAMP RD  
GREER, SC 29651-

DILL RICHARD  
PO BOX 69  
CAMPOBELLO, SC 29322-

GARRETT JAMES M  
2454 PRINCESS CIR  
GREER, SC 29651-

DUNN PAUL D  
PO BOX 751  
LYMAN, SC 29365-