

BOOK 390 PAGE 221

NOTY D. HARDEN
CLERK OF COURT
OCONEE COUNTY, S.C.

JAN 3 10 10 AM '84

DECLARATION OF
PROTECTIVE COVENANTS
03207
WINDSWEPT

recorded this 3 day of July
A. D. 19 84 in Vol. 390
Page 221 and Certified:

J. D. Harden
C. C. O. B. B. A.
Oconee County, S. C. Oconee County, S. C.

This declaration is made on April 20, 1984 by
Barbara Griffin and JoAnn Knox, Inc.
Rt. 1, Box 142, Sarac

RECITALS

BARBARA J. GRIFFIN AND JOANN KNOX (hereinafter referred to as the declarants) and developers of that certain real property located in Oconee County, State of South Carolina, and approved and registered as WINDSWEPT.

The declarants desire to impose upon the Lots of WINDSWEPT mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan for the benefit of all Lots and Parcels in WINDSWEPT and the owners and future owners thereof.

NOW, THEREFORE, the declarants declare that all of the Lots and Parcels in WINDSWEPT are held, and shall be hold, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this DECLARATION, all of which declared and agreed to be in furtherance of a plan for development and improvement and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this DECLARATION are intended to create mutually equitable servitudes upon each of said Lots and Parcels in favor of each and all other Lots and Parcels; to create reciprocal rights between the respective owners of all such Lots and Parcels; to create privity of contract and estate between the grantees of such Lots and Parcels, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such Lots and Parcels in WINDSWEPT and their respective owners present and future.

12.00

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EXCEPTION: The provisions of this DECLARATION shall not apply to the kennel activity on Lot #7 only so long as JoAnn Knox is in residence thereon.

I. DEFINITIONS

- (a) "ASSOCIATION" means the WINDSWEPT Association of property owners.
- (b) "BY-LAWS" means the By-Laws of the Association.
- (c) "COMMITTEE" means the Environmental Control Committee.
- (d) "DECLARANT" means the Owners, their successors and assigns.
- (e) "DECLARATION" means this DECLARATION OF PROTECTIVE COVENANTS for WINDSWEPT, dated April 20, 1984 as the same may be supplemented or amended from time to time.
- (f) "IMPROVEMENT" means all buildings, out-buildings, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennae and any other structure of any type or kind.
- (g) "LOT" means any numbered lot designated on the plat or any apartment or living unit.
- (h) "OWNER" means:
 - 1. Any person, corporation or other legal entity who holds fee simple title to any Lot or Parcel.
 - 2. Any person or legal entity who has contracted to purchase fee simple title to a Lot pursuant to a written agreement in which case seller under said agreement shall cease to be the owner while said agreement is in effect.
- (i) "PARCEL" means any numbered or named tract shown on the plat.
- (j) "PLAT" means the maps or plats of WINDSWEPT as recorded.
- (k) "RESERVED AREA" means all of the real property designated as walkway, parking area, entry and access road.

(l) "SINGLE FAMILY DWELLING or DUPLEX UNIT" means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) adult persons not so related, together with his/her or their domestic servants maintaining a common household in such dwelling.

(m) "SUPPLEMENTAL DECLARATION" means:

1. The recorded Supplemental Declaration of the Declarant, or,
2. In the case of real property being annexed to WINDSWEPT, the recorded Supplemental Declaration of Declarants which incorporates the provisions of this Declaration therein by reference.

II. LAND USE

A. Single Family Residential or Duplex Units. Only single family or duplex dwellings and such out-buildings as are usually accessory thereto shall be permitted on any Lot. The following restrictions shall apply specifically:

1. Minimum Area. Each dwelling unit shall have fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, carports or other outbuildings) with not less than 1000 square feet on the first floor.
2. Set-Backs. Each dwelling shall be at least:
 - (a) Thirty (30) feet from the road lot line.
 - (b) Twenty-five (25) feet or 25% of the depth of the lot, whichever is greater, from the rear lot line and in all cases, as required by government regulations, fifty (50) feet from the lake (804 foot contour) for lowest septic tank line.
 - (c) Ten (10) feet from the side Lot lines.
 - (d) In the event that the Committee shall determine that application of the set-backs

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contained herein to a particular Lot would unreasonably limit the use thereof by the Owner and effectively deprive him of an appropriate construction site upon said Lot, the Committee shall grant a variance to the Owner of said Lot from the provisions of these set-back restrictions.

B. **Reserved Areas.** All reserved areas shall remain private property and Declarant's recordation of a Plat shall not be construed as a dedication to the public of any such Reserved Area located adjacent.

1. **Use.** The use and enjoyment of Reserved Areas and improvements thereon, shall be subject to the standards and procedures governing the use of such property and improvements as may from time to time be adopted by the Declarants or the Association.

2. **Maintenance.** Maintenance of common property and repairs to any improvements thereon shall be the obligation and responsibility of the Association.

III. **RESIDENTIAL RESTRICTION:** The following shall be applicable to all Lots and Parcels, and each Owner as to his/her Lot or Parcel, covenants to observe and perform the same.

A. **Accessory Out-buildings.** Without the approval of the Committee, no accessory out-buildings shall be erected on any Lot or Parcel prior to the erection thereon of a dwelling. In no event shall any such accessory out-building, partially completed or temporary structure, ever be used for human occupancy or habitation.

B. **Completion of Construction.** Construction of any improvements once commenced, shall be completed within 12 months. Improvements not so completed or upon which construction has ceased for 90 consecutive days or which have been partially or totally destroyed and not rebuilt within 12 months shall be deemed nuisances. Declarants or the Association may remove any such nuisance or repair or complete the same at the cost of the Owner.

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- C. Prohibition Against Used Structures. Without the approval of the Committee, no used buildings or structures, intended for use as a dwelling, shall be placed on any Lot.
- D. Maintenance of Lots. All Lots and Parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, Declarants or the Association shall have the right to do so, the cost of which shall be borne by the Owner.
- E. Disposal of Sanitary Waste. No outside toilet shall be constructed on any Lot or Parcel. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank approved by the Oconee County Health Department and the Committee. No wastes or materials of any kind shall be permitted to enter Lake Keowee.
- F. Fences. All property lines shall be kept free and open and no fences, hedges or walls shall be permitted thereon without Committee approval.
- G. Nuisances. No noxious or offensive activities or nuisances shall be permitted on any Lot or Parcel. Commercial activity in a dwelling provoking daily, or weekly, weekend or regular vehicular traffic and parking congestion is a nuisance. Loud noise and strong odors are nuisances as is the unsightliness of extensive auto or other maintenance and repairs.
- H. Signs. No person shall erect or maintain upon any Lot or Parcel or Improvement any sign or advertisement, unless prior approval is obtained from the Committee.
- I. Animals. No animals shall be kept or maintained on any Lot or Parcel except the usual household pets which shall be kept reasonably controlled and/or confined so as not to become a nuisance.

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- J. Garbage and Refuse Disposal. No owner shall burn trash, garbage or other refuse without written permission from the Committee, nor shall any Owner accumulate on his Lot junked vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.
- K. Concealment of Trash Receptacles and Fuel Storage Tanks. Fuel storage tanks on any Lot or Parcel shall be either buried below the surface of the ground or screened to the satisfaction of the Committee. Every receptacle for ashes, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from Reserved Areas, neighbors or Lake Keowee.
- L. Restrictions on Temporary Structures. No travel trailer or tent shall be placed or erected on any Lot or Parcel, nor shall any overnight camping be permitted on any Lot or Parcel until after the completion of construction of a dwelling thereon. At no time shall a mobile home be placed on a Lot or Parcel.
- M. Removal of Trees. No tree over three inches in diameter may be removed from any Lot or Parcel without the prior written consent of the Committee.
- N. Ditches and Swales. Each Owner shall provide ditches, swales and culverts as may be reasonably required for proper drainage of his/her Lot or Parcel. In any event, drainage shall not be diverted across an adjacent Lot or Reserved Area.
- O. Resubdivision of Lots. No Lot or Parcel shall be further subdivided even though governmental regulations may be changed to allow such subdivision.
- P. Drilling and Mining. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.
- Q. Water Service. Water service is available from the City of Seneca and a 2" main line is available on several lots or is available within a short distance to others via a Reserved Area.

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- R. Electrical Service. Electrical service is available via underground lines already in place. Connections and service is from Duke Power Company.
- S. Sewage Disposal. Sewage disposal is provided by the Owner with individual septic tanks. WINDSWEPT is an approved and registered subdivision with the Oconee County Health Department at whose offices a permit may be obtained for installation.
- T. Parking. Each Owner of each Lot shall provide for parking for the regular number of vehicles in use by the residents and for a usual number of guest vehicles. The shoulders of the access road shall not be used for regular parking of vehicles.

IV. THE ENVIRONMENTAL CONTROL COMMITTEE.

- A. General Powers. All improvements constructed or placed on any Lot or Parcel in WINDSWEPT must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee. The applications, to be accompanied by one (1) set of plans and specifications, shall show the location of all improvements proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Committee may require.
- B. Committee Membership. The Committee shall be composed of two members, the declarants, and any consultative members of a physical design profession they may bring in (i.e. engineer, architect). The power to appoint or remove Committee members may be transferred to the Association when five (5) Lots and Parcels in WINDSWEPT have been sold by the Declarants.
- C. Grounds for Disapproval. The Committee may disapprove any application:
 - 1. If such application does not comply with this Declaration

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2. Because of reasonable dissatisfaction with grading plans, location of the proposed improvements on a Lot, finished ground elevations, drainage control, color scheme, finish, design proportions, shape, height or style of the proposed improvements, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or
3. If, in the reasonably exercised judgment of the Committee, the proposed improvement will be inharmonious with the other improvements erected on other Lots and Parcels.

D. Variances. The Committee may grant reasonable variances or adjustments from the provisions of this Declaration where literal application thereof results in unnecessary hardship and if the granting will not be materially detrimental or injurious to owners of other Lots and Parcels.

E. Liability. Notwithstanding the approval of the Committee of plans and specifications or its inspection of the work in progress, neither it, the declarants, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed.

V. THE WINDSWEPT ASSOCIATION OF PROPERTY OWNERS: The Association is organized to further and promote the common interests of property owners in WINDSWEPT. The Association shall have such powers in the furtherance of its purpose as are set forth in its Articles and By-Laws.

VI. ASSESSMENTS

A. General. Pursuant to the powers granted to it in its Articles and By-Laws, the Association is hereby authorized and empowered to levy regularly scheduled assessments and empowered to levy regularly scheduled assessments against all Lots and Parcels in WINDSWEPT, except no assessment shall be levied against Lots or Parcels owned by the Declarants containing no improvements.

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B. Purpose and Use. Assessments are to be used for maintenance and improvement of Reserved Areas.

VII. REVISION OF PLATS. Notwithstanding the provisions and conditions herein contained, Declarants have prepared and recorded the subdivision plat and do hereby reserve unto themselves, their successors and assigns, the right to relocate, open or close the walkway and the parking area, resubdivide and/or annex real property and change the size, shape, dimensions and locations of Lots, the covenants, conditions, restrictions and reservations hereby imposed shall be applicable to the resulting Lots in lieu of the Lots as originally shown on said plat prior to such revision, annexation, relocation or change, provided, however, that no Lot sold prior to such revision, annexation, relocation or change shall be deprived of that portion of the parking area giving access to such Lot to the road or walkway in the subdivision.

VIII. REMEDIES.

A. Enforcement. Declarants and each person to whose benefit this Declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting and action, including attorneys' fees.

B. Suspension of Privileges. The Association may suspend all voting rights, if any, and all rights to use of the Association's property of any Owner for any period during which any Association assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of the Declaration by such Owner after the existence thereof has been declared by the Association.

C. Cumulative Rights. Remedies specified herein do not preclude an aggrieved party's resort to any other remedy at law or in equity.

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No delay or failure on the part of an aggrieved party to invoke a remedy in respect to violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him.

- IX. GRANTEE'S ACCEPTANCE. Each grantee or purchaser of any Lot or Parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarants or a subsequent Owner of such Lots or Parcels, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarants and of the Association. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessor, covenant and agree to and with Declarants and the grantee or purchaser of each other Lot, keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.
- X. SEVERABILITY. Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.
- XI. TERM AND AMENDMENT. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in WINDSWEPT until January 1, 1999, after which the same shall be extended for successive periods of (10) years each by a majority vote of the Owners of all Lots entitled to vote.

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IN WITNESS WHEREOF, Declarants have executed the Declaration
the _____

by: Barbara J. Griffin
Barbara J. Griffin, Declarant

by: John Knox
John Knox, Declarant

WITNESS:

Mary E. Standelfer

Dorothy H. Burchfield
Commission Expires
Nov. 1, 1993

STATE OF South Carolina
COUNTY OF Pickens

PROBATE

PERSONALLY appeared (a) Mary E. Standelfer
(print the WITNESS' name here)

who being duly sworn says that she saw the within named Barbara Griffin
sign, seal, and as _____ act and deed deliver the within written
instrument for the uses and purposes therein mentioned, and that the Deponent, together with

(b) Dorothy H. Burchfield
(print the NOTARY's name here) witnessed the execution thereof.

Sworn to before me this
24 day of April, 1984

(b) Dorothy H. Burchfield (LS)
Notary Public of South Carolina
My Commission Expires November 1, 1993
(SEAL)

(a) Mary E. Standelfer
(Witness SIGN here, before Notary)

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FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2002 JAN 24 P 3 47

DECLARATION OF
PROTECTIVE COVENANTS FOR
WINDSWEEP
OCONEE COUNTY, SC

WHEREAS, the Declaration of Protective Covenants - Windswept, dated 20th day of April, 1984, recorded in the Office of the Clerk of Court for Oconee County in Deed Book 390, at page 21, expired on January 1, 1999;

WHEREAS, Barbara J. Griffin, as Trustee of the Griffin Living Trust, is desirous of declaring and adopting Protective Covenants for real property owned by her formally governed by said expired protective covenants;

NOW, THEREFORE, the following Declaration of Protective Covenants are hereby adopted:

ARTICLE I

RECTAL

For the purpose of (1) protecting and enhancing the natural environment of Windswept; (2) preserving the attractiveness, and desirability thus the value of lots; (3) providing, in so far as possible, equitable servitudes and reciprocal rights between respective owners and residents, and (4) providing necessary and desirable services, Barbara J. Griffin, Trustee of the Griffin Living Trust, hereby declares that all the real property Lot (A) through Lot (H) designated on a plat of survey by Gregory Blafis Soosee, PLS #14818 dated January 18, 1999 and recorded in Plat Book A770, page 9, records of Oconee County, South Carolina, said plat being attached hereto and incorporated herein by reference, shall be held, sold and conveyed only subject to the following covenants, easements and conditions, which shall constitute covenants running with the land, and shall be binding on all persons or entities having any right, title or interest in the above described real property, or any part thereof, their heirs, executors, administrators, representatives, successors and assigns, and shall inure to the benefit of each thereof.

ARTICLE II

EXPIRATION OF PRIOR PROTECTIVE COVENANTS

The Declaration of Protective Covenants - Windswept, dated 20th day of April, 1984, recorded in the Office of the Clerk of Court for Oconee County in Deed Book 390, at page 21, expired on January 1, 1999 due to the failure of a majority vote of the Owners to extend said Protective Covenants pursuant Paragraph XI thereof.

ARTICLE III

DEFINITIONS

Section 3.1 ACCESSORY APARTMENT shall mean an independent, separate, subordinate sized living unit architecturally contained within the primary residence. The purpose of the unit is to

enable residents to meet ever-changing lifestyles needs and family obligations by extending the ability of owners and residents to live in their own homes as long as possible. Thus the envisioned uses of the accessory apartment include 1) housing elderly persons and / or adult children for whom responsibility is assumed; 2) housing guests, renters, or servants; and 3) housing assistance or care giving personnel.

Section 3.2 ASSOCIATION shall mean the Windswept Association of Property Owners and Residents, organized as a South Carolina not for profit corporation, its successors and assigns.

Section 3.3 BY-LAWS shall mean and refer to the Bylaws for the Association incorporated herein by reference.

Section 3.4 DECLARANT shall mean and refer to Barbara J. Griffin, Trustee of the Griffin Living Trust, or the Association and such of its successors and assigns to whom the rights of Declarant(s) hereunder are transferred by written instrument recorded in the Office of the Clerk of Court for Oconee County, South Carolina.

Section 3.5 DECLARATION shall mean this Declaration of Protective Covenants for Windswept, dated 24th day of January, as the same may be supplemented or amended from time to time.

Section 3.6 EXECUTIVE GROUP shall mean and consists of the President, Vice President, Secretary, and Treasurer of the Association.

Section 3.7 IMPROVEMENT shall mean all buildings, related accessory buildings, roads, retaining walls, driveways, walks, parking areas, docks, pools, and any other structure of any type or kind.

Section 3.8 LOT shall mean any lot designated on the plat referred to herein or designated on any revision of said plat.

Section 3.9 OWNER shall mean:

- (1) Any person(s) who holds fee simple title to any lot or parcel.
- (2) Any person(s) or legal entity who has contracted to purchase fee simple title to a lot or parcel pursuant to a written agreement, in which case seller under said agreement shall cease to be the owner while said agreement is in effect.

Section 3.10 PARCEL shall mean any Lot designated on the plat(s) of Windswept.

Section 3.11 PLAT shall mean and refer to (i) the plat of Windswept recorded in Plat Book A 770, at Page 9, in the Office of the Clerk of Court for Oconee County, South Carolina, (ii) any maps of Additional Property, and (iii) any revisions of such plat or plats recorded in said office.

Section 3.12 RESERVED AREA shall mean all real property designated as entry, access roads and easement areas held by the Association.

Section 3.13 SINGLE FAMILY DWELLING shall mean a residential dwelling for one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than

three (3) adult persons not related, together with his/her or their domestic servants maintaining a common household in each dwelling.

Section 3.14 SUPPLEMENTAL DECLARATION shall mean any recorded Supplemental Declaration of the Declarants or the Association or, in the case of real property being annexed to Windswept, the recorded Supplemental Declaration which incorporates the provisions of this Declaration therein by reference.

Section 3.15 WINDSWEPT is that small homestead located in Oconee County, S.C. at the end of Petty Road about (1) mile south of New Hope Church off S.C. Highway 188 which is also named Keowee School Road.

ARTICLE IV

PHYSICAL STANDARDS

Section 4.1 Land Use, Building Type and Residential Restrictions.

(a) **Lot.** All Lots shall be known and described as residential lots and shall be used only for private residential purposes.

(b) **Residential Dwelling.** Only one single-family residential dwelling having a fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, carports or other associated connected buildings) of not less than 1100 square feet on the first floor and not exceeding 2 1/2 stories in height above grade/ground and a minimum roof pitch of 4 and 12 shall be erected or permitted to remain upon any Lot.

(c) **Accessory Apartment.** An accessory apartment as defined, architecturally unnoticeable, integrated and structurally connected shall be permitted in any residential dwelling.

(d) **Accessory Buildings.** Accessory buildings, including but not limited to garages, storage areas, or workshop spaces, are expressly permitted upon the condition that they are architecturally related to the residence. No accessory building shall at any time be used for human occupancy or habitation; provided however, an upstairs portion of a garage may be used to provide an accessory apartment. No accessory building shall be erected on any lot prior to the erection thereon of a residential dwelling.

(e) **Temporary Structures and Recreational Vehicles.** Mobile homes or similarly constructed manufactured homes are disallowed on any lot or parcel at all times. Travel trailers, motor homes, tents or any overnight camping is disallowed until after the completion of the dwelling at which time limited use on site is provided in Article V.

(f) **Prohibition Against Used Structures.** Without the approval of the Executive Group, no used buildings or structures shall be placed on any lot.

(g) **Sewage Disposal.** Each dwelling unit erected on any Lot shall be served by a system for the disposal of sewage. All sewage systems shall be approved by, and constructed in accordance with all the regulations and requirements of, all governmental authorities and regulatory agencies having jurisdiction. No outside toilet shall be constructed on any lot or parcel.

(h) Ditches And Swales. Each owner shall keep drainage ditches and swales located on his / her lot free and unobstructed and in good repair and shall provide installation of such structures upon his/her lot as may be reasonably required for good drainage.

(i) Boat Docks. Boat docks may be constructed in the areas designated on the plat. Prior to construction any lot owner must obtain all necessary permits from Duke Energy, its successors and assigns, and/or any appropriate governmental entity having jurisdiction over such construction.

(j) Pools. Swimming pools shall be constructed as an in-ground structure with an appropriate barrier to reasonably exclude accidental entry of animals and humans.

(k) Fences, Walls, Hedges, Screening Structures. In order to maintain open and unobstructed views throughout Windswept, no Lot shall be entirely surrounded by fences, walls, hedges, screening structures, or other sight inhibiting materials. However, variances shall be considered by the Executive Group to provide adequate exercise areas for dogs and non-swimmer children under 7 years of age. The Executive Group shall decide whether such variances are temporary or permanent. Electric fencing is prohibited.

(l) Antennas, Satellite Dishes or Discs. No radio or television transmission or reception towers, antennas, discs or satellite dishes which exceed eighteen inches in diameter may be erected or maintained on any Lot. Any equipment installed shall be attached to a structure and no freestanding equipment is allowed.

(m) Drilling And Mining. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

(n) Re-Subdivision/Combination Of Lots. No Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Plat. Declarant reserves the right to change the boundaries or dimensions of any Lots still owned by Declarant. However, an Owner of a Lot may combine with a portion of or all of another contiguous Lot so long as the parcel or parcels which result from such combination do not violate any applicable zoning ordinance or other applicable law or regulation. Furthermore, the 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 and installed utilities.

(o) Completion of Building Construction. Construction of any improvement once commenced, shall be completed within twelve months. Improvements not completed or upon which constructions has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within twelve (12) months shall be deemed nuisances. Declarant or the Association may remove any such nuisance or repair or complete the same at the cost of the Owner.

(p) Removal Of Trees. No healthy tree located within thirty (30) feet of a residence greater than six (6) inches in diameter at a height of five (5) feet above the ground shall be removed from any lot. Pine trees and other trees posing a danger may be removed. Each lot owner is entitled to sun rights for solar collectors. Evergreen trees with thick foliage that may cast heavy shadows on neighbors collector(s) must be avoided.

(q) Impervious Surfacing. Imperviously surfaced area including buildings, solid walks, drives, etc., shall not amount to more than 40% of the total area set aside for improvements on any lot. The remainder of the improvement areas shall remain absorptive to handle run-off and control erosion.

Section 4.2 Building Setbacks

- (a) **Road Setback Lines.** No building or residence, including any stoops, porches, decks or retaining walls, shall be erected on any Lot nearer than forty (40) feet from the center line of the road.
- (b) **Side Setback Lines.** No building or residence, including any stoops, porches, decks or retaining walls, shall be constructed nearer than ten (10) feet to any side lot line.
- (c) **Lakeside Setback Lines.**
 - Lots A, B, G and H - No building or residence, including any stoops, porches, decks or retaining walls shall be constructed nearer than fifty (50) feet to Lake Keowee per Crescent Covenants.
 - Lots C, D, E, and F - No building or residence, including any stoops, porches, decks or retaining walls, shall be constructed nearer than twenty-five (25) feet to any lake lot line.
- (d) **Rear Setback Lines.** The site location for a residence on site A and B is not at the lakeside location of the lots. Thus, the rear setback line for Lot A is twenty-five (25) feet. Lot B setbacks are roadside setbacks of forty (40) feet from the center line of the road.
- (e) **Circular Setback.** No building or residence, including any stoops, porches, decks or retaining walls, shall be constructed nearer than an eighty (80) foot radius from the center of the Windsail cul-de-sac.
- (f) **Variation.** In the event the Executive Group of the Association determines the enforcement of a setback contained herein for a particular Lot would unreasonably limit the use thereof by the owner and effectively deprive said owner of an appropriate construction site upon said Lot, the Executive Group of the Association shall, where possible, grant a variance to the owner of said Lot from the such setback requirements, provided however that such variance is not in violation of any zoning or subdivision ordinance or other applicable law or regulation.

Section 4.3 Easements

(a) **Maintenance and Utility Easements.** Declarant hereby reserves easements in all setback areas for the installation and maintenance of utilities (including but not limited to right of ways, fire fighting access, electricity, water, gas, telephone, cable television, etc.) and drainage facilities over the roadside forty (40) feet and rear twenty-five (25) feet of each Lot and ten (10) feet in width along each side lot line of each Lot. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The Owner of each Lot shall maintain that portion of the Lot lying within the easement areas as defined herein and shall maintain any improvements located thereon, except those improvements installed and maintained by a public authority or utility company or the Association. Declarant reserves the right to use easements over any Lot or Lots for street drainage, utility and entry signage installation purposes and such shall not be construed to invalidate any of these covenants.

Section 4.4 Certification Of Compliance. At any time prior to completion of construction of an improvement, the Executive Group may require a certification from the owner that such improvement

does not violate any set-back, ordinance or statute or encroach upon any easement or right-of-way of record, nor violate any provision of these covenants.

Section 4.2 Maintenance Of Lots And Buildings. All lots and parcels, including all set-back areas, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained by the owner in such a manner as to prevent their becoming unsightly, unseemly or a hazard to health. If not so maintained, Declarant or the Association shall have the right to do so, the cost of which shall be borne by the owner of said lot or parcel.

ARTICLE V

USE AND BEHAVIORAL STANDARDS

Section 5.1 Occupancy And Overcrowding. Occupancy of any structure shall be taken only after operable sewer, water, heating, lighting and exterior finishing have been completed. No residential unit shall be occupied under crowded conditions for a period of time extending beyond one week per calendar quarter or one week consecutively. "Crowded" by U.S. Bureau of the Census definition, is "more than one person per room" excluding kitchens, baths, utilities and storage areas as rooms.

Section 5.2 Animals. No animals shall be kept or maintained on any lot except dogs, cats and small household pets which shall be kept reasonably controlled, and confined when necessary, to prevent their becoming a nuisance.

Section 5.3 Business Activity. Except as provided herein, no business is to be conducted within Windswept. The following business activities will be permitted: a) an electronically conducted business causing no increase in vehicular traffic is acceptable; b) the business associated with an owner renting an accessory unit is acceptable, however no signs are allowed; and c) the business required of the seller may be conducted and the business of the Association may be conducted by the officers at any time.

Section 5.4 Nuisance. No noxious or offensive trade or activity shall be carried on or upon any Lot or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 5.5 Variances. The Executive Group may grant reasonable temporary or permanent variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots.

Section 5.6 Storage Usage. Storage and concealment of garbage, yard waste, recyclable items, tanks, passenger vehicles, boats, trailers and recreational vehicles shall be carefully planned and incorporated in total site improvement plans. No lot or property shall be used in whole or in part for storage or disposal of trash of any character whatsoever. No trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on the property or any lot outside an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection or disposal off-site.

Section 5.7 Parking. Each lot owner shall provide parking for the regular number of vehicles in use by the residents on each lot and for guest vehicles. The shoulders of the access roads shall not be used for routine parking of vehicles. Visitors in recreational vehicles may be accommodated

outside garages on site for short periods of time not to exceed two consecutive weeks. Only one guest recreational vehicle shall be permitted on any lot at one time. Lot owners of recreational vehicles stored off site may park their recreational vehicles on site for a period of up to two (2) weeks per calendar quarter to provide temporary accommodations for guests when necessary and for 48 hours before and after trips. Recreational vehicles, boats, boat trailers, and other vehicles shall be stored only inside an enclosed garage or basement.

Section 5.8 Signs. No signs of any kind may be displayed to the public view on any Lot. However, a sign designating the address of the property in compliance with the Oconee County 911 Emergency System is required.

Section 5.9 Site Drainage. Each Lot owner shall provide for adequate and controlled site drainage across his/her Lot and shall not discharge collected drainage water on to neighboring lots. Adequate piping, ditches, swales, and surface erosion control shall be maintained on each Lot.

Section 5.91 Maintenance Setback Areas and Unimproved Lots. The maintenance of easement and setback areas and unimproved lots shall be the responsibility of the lot owners except in cases where easements are dedicated by the Association for a specific use in which case(s) the users and owners may make additional arrangements among themselves for maintenance.

Section 5.92 Damage And Liability In Setback Areas and Reserved Areas. Damage to a setback area or reserved area by construction, service vehicles, guests, etc. shall be the responsibility of the associated owner or resident, and the Association shall bear no responsibility or liability for repair or personal damage incurred.

Section 5.93 Leasing. Any ownership or leasing arrangement for a residence having the characteristics of a vacation time sharing ownership plan, a vacation time sharing lease plan is hereby prohibited.

Section 5.94 Marine Toilets. 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 to discharge any waste/sewage into the lake while docked at any Lot Owner's dock.

ARTICLE VI

THE WINDSWEPT ASSOCIATION OF PROPERTY OWNERS AND RESIDENTS

Section 6.1 General. The Association is incorporated as a South Carolina Non-Profit Corporation organized to maintain, further and promote the common interests of property owners and residents in Windswept.

Section 6.2 Membership. All Lot Owners and adult residents shall be members of the Association with voting rights as follows:

Owner members have one vote per lot owned and the right to cast that vote on any and all matters put to a vote in the Association. No fractional votes are allowed.

Resident members have one vote per lot and the right to cast that vote on matters covered in Article V only.

Section 6.3 Rights, Privileges And Obligations. The rights, privileges, duties and obligations of membership in the Association shall be set forth in the Association By-laws.

ARTICLE VII

ASSESSMENTS

Section 7.1 General. In consideration of the undertaking of the Association to maintain Reserved Areas in Article VIII, the Owner of each lot by execution of a contract for the purchase of said lot or acceptance of a deed thereto, agrees to pay to the Association, its assigns or assigns, an annual fee to cover the costs of such maintenance and other services furnished by the Association. The Association is hereby expressly authorized and empowered to levy annual assessments against all lots in Windswept and govern use and behavior of community privileges and factors.

Section 7.2 Amount And Payment. An amount to be determined by the Association, wherein such amount shall be indexed to the Oconee County property taxes assessed on each lot, shall be assessed each year for each lot owner and remitted to the Association no later than the 1st day of February each year. If not paid, the amount of such assessment, plus any other charges thereon, including interest at the maximum limit provided by law per annum from the date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot so assessed. In no event shall the total amount of annual and/or special assessments ever exceed 100% of property taxes levied in a year.

Section 7.3 Priority Of Lien. Conveyance of any lot shall not affect any lien for assessment. No owner may avoid liability for payment of assessments by non-use of the common properties or by abandonment of the lot. Such lien may be foreclosed by suit in like manner as a mortgage.

ARTICLE VIII

RESERVED AREAS

The Association has and will retain easements on certain lands within Windswept including but not restricted to the roads and entry areas. There is, therefore, granted to the Owners and residents of each lot within Windswept an easement to travel along and upon said roads upon such terms as the Association may from time to time designate and establish. In no event, however, shall such terms and conditions ever deny access to any Lot by the Owner thereof.

ARTICLE IX

REMEDIES

Section 9.0 Referral to Association. In the event that a dispute may arise between any lot owners and/or the between the Association and any lot owner(s), the Association or each person to whose benefit this Declaration issues, shall refer the dispute to the Association for attempted settlement prior to Section 9.1 Enforcement hereunder.

Section 9.1 Enforcement. In the event the Association is unable to resolve any dispute that may arise between any lot owners and/or the between the Association and any lot owner(s), the Association or each person to whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

Section 9.2 Suspension Of Privilege. The Association may suspend all voting rights, if any, and all rights to use the Association's property of any Owner for any period during which any Association assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such Owner after the existence thereof has been declared by the Association.

Section 9.3 Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity.

No delay or failure on the part of an aggrieved party to invoke an available remedy in regard to a violation of any provision of this Declaration shall be held to be a waiver by that party of any remedy available to said party upon the recurrence or continuance of said violation or the occurrence of a different violation.

ARTICLE X

MISCELLANEOUS

Section 10.1 Grantor's Acceptance. Each grantee or purchaser of any Lot shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, accept such deed or contract upon and subject the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenants, consents and agrees to and with the Declarant and the grantee or purchaser of each other Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

Section 10.2 Severability. Each provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

Section 10.3 Term and Amendment. Except for the protective covenants and restrictions and Mutual Declaration referenced in Section 10.5 herein, the covenants and restrictions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2025, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by three-fourths (3/4) of the then Owners of the Lots has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. This Declaration may be amended by an affirmative vote of a majority of the Owners of the Lots in Windswept entitled to vote, and recording an amendment to the Declaration duly executed by (a) the requisite number of such Owners required to effect such

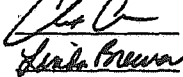
amendment; or (b) by the Association, in which latter case, such amendment shall have attached to it a copy of the resolution of the Association attesting to the affirmative action of the requisite number of such Owners to effect such Amendment, certified by the Secretary of the Association.

Section 10.4 Article and Paragraph Headings. Article and Paragraph Headings utilized within this Protective Covenant are only inserted for matters of convenience and in no way define or limit the scope of the articles or paragraphs of this Protective Covenant or the intent of any provision thereof.

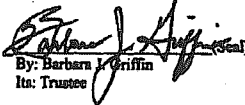
Section 10.5 Subject to other protective covenants and restrictions. The property subject to this Protective Covenant are also subject to those to those protective covenants and restrictions recorded in Deed Book 945, Page 0209, and Mutual Declaration recorded in Deed Book 1192, Page 7. For reference purposes only, said protective covenants and restrictions and Mutual Declaration are attached hereto as Exhibit "A" and Exhibit "B" and may not be terminated or amended under Section 10.3 herein.

IN WITNESS WHEREOF, the undersigned have herunto set their hands and seals this 24th day of January, 2002.

Signed, Sealed and Delivered
in the Presence of:


Linda Brown

Griffin Living Trust



By: Barbara J. Griffin
Its: Trustee

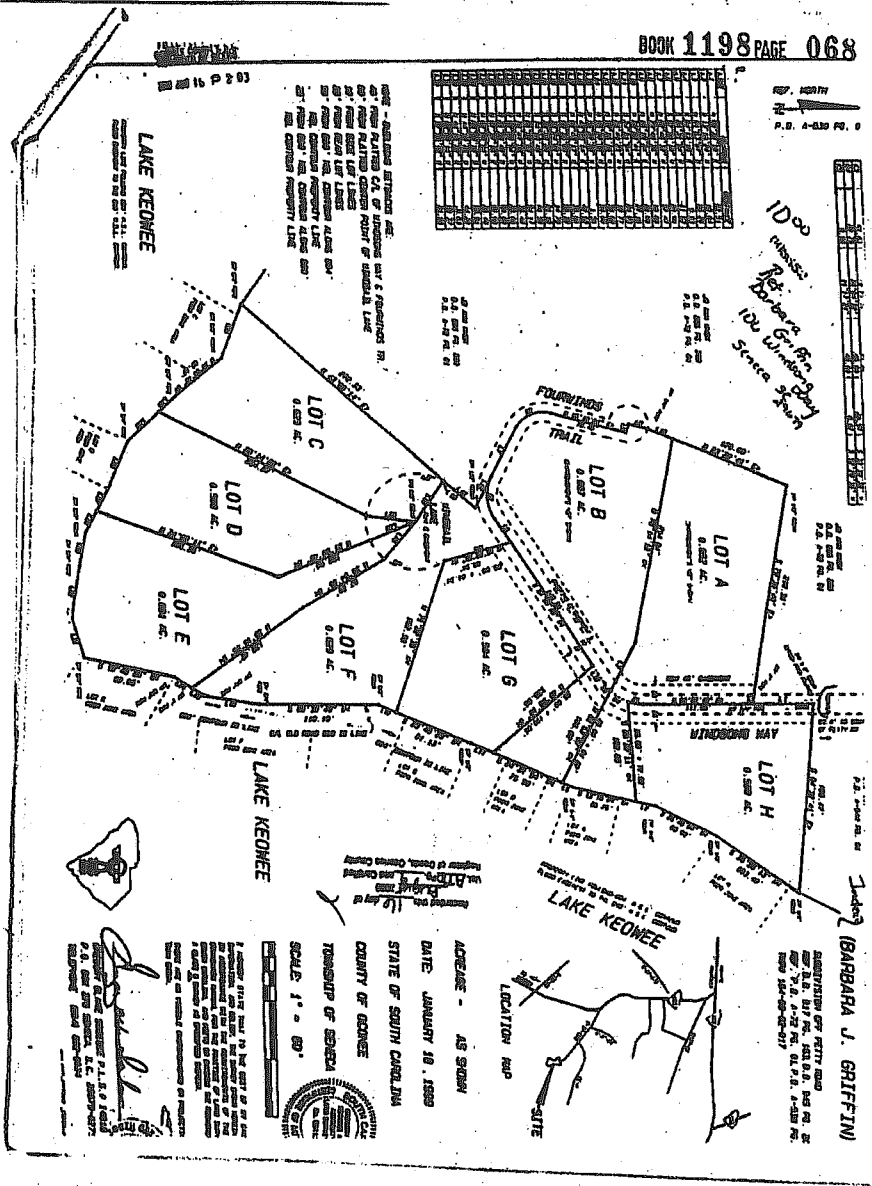
STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF OCONEE)

PERSONALLY, appeared before the undersigned who made oath that (s)he saw the within named BARBARA J. GRIFFIN, as Trustee of the Griffin Living Trust, sign, seal and as her act and deed, deliver the within Declaration of Protective Covenants for the uses and purposes therein mentioned, and that (s)he with the other subscribed witness witnessed the execution thereof.


Linda Brown

SWORN to before me this the
24th day of January, 2002.


_____(L.S)
Notary Public of South Carolina
My Commission Expires: 6/1/2011



BOOK 945 PAGE 0209

BOOK 1198 PAGE 069

EXHIBIT "A"

PROTECTIVE COVENANTS AND RESTRICTIONS

This conveyance is hereby made subject to the following restrictions which shall run with the title to the land conveyed hereby (herein the "Property"), and shall be binding upon the Grantee, its heirs, successors and assigns for the benefit of Grantor, the owner of the Lots (hereinafter defined) and Grantor's remaining lands adjoining or in the vicinity of the Property, their respective heirs, successors and assigns.

1. All lots in any subdivision created on the Property or any portion thereof (herein, the "Lot" or "Lots") shall be known and described as residential Lots, and the Property and any Lots shall be used only for single family residential purposes. The Property and any Lots shall not be used for business, commercial, industrial, condominiums, apartments or other multi-family residential uses. No structure shall be erected, altered, placed or permitted to remain on any Lot or the Property other than one single family residential dwelling not exceeding 2-1/2 stories in height above ground together with accessory buildings and facilities customarily incident to single family residences.
2. No mobile home or structure having the characteristics or appearance of a mobile home shall be located upon any Lot or upon the Property. No detached garage, trailer, basement, shack, tent, barn or other out building located on the Property or any Lot, nor boat (including a houseboat) whether docked at any dock or pier connected to any Lot or the Property or docked at any floating dock or pier or otherwise moored adjacent to any Lot or the Property, may at any time be used as a residence.
3. All buildings and outbuildings erected upon any Lot or upon the Property shall be constructed on site of new material of good grade, quality and appearance and shall be constructed in proper, workmanlike manner. The exterior surface of any building shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or exposed concrete or cement blocks. The exterior surface of any garage, outbuilding or appurtenant structure or building erected on or located on any Lot or the Property shall be aesthetically compatible with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling located on the Property or such Lot.
4. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot or the Property.
5. No building on any Lot or the Property (including any stoops, porches, or decks) whether attached or unattached shall be

erected or permitted to remain on any waterside Lot line of any Lot or the Property nearer than fifty feet (50') from the project boundary of Lake Keowee. For purpose of this project boundary setback restriction, the "project boundary of Lake Keowee" shall mean the eight hundred foot (800') contour elevation of the Lake Keowee project, provided, that any erosion occurring after the conveyance of the Property to Grantee shall not change the location of this fifty foot (50') project boundary. Boat houses, piers and dock facilities are exempt from this project boundary setback restriction provided that they comply with all applicable regulations of Duke Power Company and any requirements, and regulations of all governmental authorities having jurisdiction over any Lot, the Property or the Lake Keowee Project. In the event any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to any Lot or the Property shall prescribe greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall conform to said requirements.

- 6. All trees, shrubs, and ground cover within the 50 foot project boundary setback hereinabove referred to are considered to be protected vegetation in that cutting and clearing generally is not permitted therein without the prior written consent of Grantor or its designee. The practical exceptions to this rule are that dead or diseased trees may be removed, poisonous plants may be removed, underbrush may be selectively cleared, understory may be thinned to provide better views, individual trees may be limbed up and grass or ground covers may be planted.

"Mature trees" inside the 50 foot project boundary setback may not be cut down or otherwise removed without the specific written approval of Grantor or its designee. "Mature trees" for purposes of this restriction shall mean all evergreen or deciduous tree with a caliper of 6 inches or greater.

Furthermore, in the event the trees, shrubs, or ground cover is removed in connection with the improvement of any Lot or the Property, at least 50% of the area cleared of such vegetation (excluding built-upon area) shall be replaced with grass or other vegetative cover and such grass or other vegetative cover shall be maintained by the owner of the Property or any such Lot.

- 7. Any dwelling erected on any Lot or the Property shall be served by a septic tank or sewage disposal system which has been approved by and constructed and maintained in accordance with all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction.
- 8. 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 piers or boatslips constructed on or connected with the Property or any Lot or at any other pier or boatslip adjacent to any portion of the Property or any Lot, or otherwise moored, anchored or docked in the waters of Lake Keowee adjacent to any Lot or portion of the Property.

9. No noxious or offensive trade or activity shall be carried on upon any Lot or upon the Property or in any residential dwelling or outbuilding located on any lot on the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or the owners of any surrounding property. No substance, thing, or material shall be kept on any Lot or the Property that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No animals, livestock or poultry or any kind shall be raised, bred or kept on any Lot or the Property or in any residential dwelling or outbuilding except that dogs, cats or other household pets may be kept or maintained provided they are not kept, bred or maintained for commercial purposes.
10. The Property and all Lots shall be kept in a clean and orderly condition and the improvements thereon shall be kept in a suitable state of painting and repair, any damage thereto by fire or other casualty shall be promptly repaired. The Property or any Lot shall not be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on the Property or any Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.
11. The owner of the Property and each owner of a Lot shall provide a gravel or paved driveway which provides space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on the Property or any such Lot. Vehicles shall not be parked within the right of way of any street adjoining the Property or any Lot, nor shall vehicles not be parked or stored on any part of the Property or any Lot not improved for such purpose (i.e. driveways, parking pad, garage, etc.), but this restriction does not preclude occasional overflow parking within the street right of way for guests or other reasonable purposes provided that no unreasonable inconvenience is imposed on the owner of other Lots or adjoining property. No truck or commercial vehicle in excess of one-ton load capacity or any vehicle under repair, or any trailer, wrecked or junked motor vehicle shall be parked upon or permitted to remain on any the Property or Lot. No trailer, motor home, recreational vehicle, camper or boat shall be used as a residence either permanently or temporarily. All (permitted) trucks, trailers, campers, motor

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homes and recreational vehicles must have a current license plate affixed and must be parked either in an enclosed garage or on a gravel or paved driveway in the back or side yard of the Property or any Lot, but not inside the fifty (50) foot project boundary setback. All automobiles must have a current license plate affixed and must be parked in a carport, enclosed garage, or on a gravel or paved driveway. Trailers of any type and boats on trailers shall be kept inside of an enclosed structure and not within the fifty (50) foot waterfront setback. No vehicle of any type which is abandoned or inoperative shall be stored or kept on the Property or any Lot and no vehicles or mechanical equipment may be dismantled or allowed to accumulate on the property or any Lot so that it is visible from any property or street adjoining the Property or such Lot or from other Lots.

12. All construction, landscaping or other work which has been commenced on the Property or any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvement shall be permitted to exist on the Property or any Lot, except during such reasonable time period as is necessary for completion. The exterior of any building must be completed within one (1) year from the date of commencement of construction.
13. Every restriction set out herein or referred to herein is hereby declared to be independent of and severable from each other, and if any of same shall be held by a court of competent jurisdiction to be invalid or unenforceable, all the remainder of the restrictions shall continue unimpaired and in full force and effect.
14. No owner of any Lot, the Property or any surrounding Property shall have any claim or cause of action against Grantor, its subsidiaries, affiliates or its licensees arising out of the exercise or non-exercise of the restrictions herein.
15. If Grantee, its heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions set out herein, it shall be lawful for Grantor, any subsequent owners of Grantor's remaining lands adjoining or in the vicinity of the Property and any owners of any Lots, their respective heirs, successors and assigns to prosecute proceedings at law or in equity against the person or entity violating or attempting to violate the same either to prevent or remediate such violation or recover damages or other amounts for such violation and the party bringing such action shall be entitled to recover its attorney's fees and expenses incurred in any such proceedings from the persons or entity violating or attempting to violate the same. No delay or failure on the part of the Grantor or any other party entitled to enforce these restrictions to invoke an available remedy in respect to a violation of any provision contained herein or referred to herein shall be held to be a waiver by Grantor or

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any other party entitled to enforce these restrictions of any right available to it upon the recurrence or continuance of said occurrence of a different violation.

16. Nothing herein shall be held to impose any restriction on any other land owner by Grantor, its subsidiaries or affiliates.

EXHIBIT "B"
Record this 20 day of
Dec 2001
Vol. 192 Pg. 7 and Certified
Register of Deeds, Oconee County

BOOK 1198 PAGE 074
FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2001 DEC 20 A 11:23

(Space Above This Line For Recording Date)

STATE OF SOUTH CAROLINA)
) **MUTUAL DECLARATION ESTABLISHING**
) **USE, SET-BACKS, ROAD MAINTENANCE**
) **AND EASEMENTS**
COUNTY OF OCONEE)

This Declaration is made on the 18th day of December, 2001 by Barbara Griffin and
JaAnn Knox.

KNOW ALL MEN BY THESE PRESENTS that BARBARA J. GRIFFIN and JOANN KNOX,
hereinafter collectively referred to as "Declarants/Owners", both of the County of Oconee and State of
South Carolina in consideration of the sum of Ten and No/100 (\$10.00) Dollars each, receipt of which
are hereby acknowledged, desire to impose upon the lots that they each own individually, mutual and
beneficial covenants for the benefit of all lots owned by the Declarants/ Owners as described by deeds
thereof recorded in Deed Book 896, Page 288 and in Deed Book 896, page 280, records of Oconee County,
South Carolina and further designated as Lot Two (2) through Lot Five (5), inclusive, being more
particularly described on a plat of survey by Wayne R. Garland, RLS #5298 dated December 11, 1998,
said plat being attached hereto and incorporated herein by reference, and Lot (A) through Lot (H)
designated on a plat of survey by Gregory Blake Sosebee, PLS #14818 dated January 18, 1999 and
recorded in Plat Book A770, page 8, records of Oconee County, South Carolina, said plat being attached
hereto and incorporated herein by reference.

NOW THEREFORE, the Declarants/Owners do hereby declare that all of the lots and parcels
described herein are held, and shall be held, conveyed, hypothecated or encumbered, leased, rented,
used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and
agreed to be in furtherance of a plan for the development and improvement and are mutually
established and agreed upon for the purpose of enhancing and protecting the value, desirability and
attractiveness thereof.

- I. **SINGLE FAMILY RESIDENTIAL**
Only one single family dwelling shall be permitted on any Lot.
- II. **SET-BACKS**
Each dwelling shall be at least:
 - (a) Forty (40') feet from the centerline of Windsong Way road and Fourwinds Trail road on the front or roadside lot line;
 - (b) Twenty-five (25') feet from the rear lot line;
 - (c) Ten (10') feet from the side lot lines;
 - (d) Fifty (50') feet from 800' MSL contour along 804' MSL contour property line;
 - (e) Twenty-five (25') feet from 800' MSL contour along 800' MSL contour property line;
 - (f) Eighty (80') feet from center point of Windsail Lane cul-de-sac; and
 - (g) Set-backs may contain utilities and may be used by Declarants and any subsequent owner as needed for the addition, maintenance and improvements of the utilities and roads.

III. ROAD MAINTENANCE

The road located on the property described herein is a private road. Jo Ann Knox and Barbara Griffin agree to maintain the said road as may be necessary. Maintenance of said road shall include but not be limited to materials and labor. The parties agree to share any costs equally and on a pro-rata basis. Should any of the above-mentioned parties decide to sell their property or a portion of their property, any costs involved in maintaining the road in the future shall be equally borne on a pro-rata basis on all the property owners having access to and using said road.

IV. UTILITY EASEMENT

Declarants/Owners, their successors and assigns hereby grant a utility easement for the right and privilege to construct, reconstruct, inspect, maintain, alter and improve of all utility lines, including the right to cut and keep clear all trees and undergrowth and other obstructions within said easement across the lands of Declarants/Owners, their heirs, successors and assigns. Utilities shall include but not be limited to power, water, telephone, cable and gas lines.

V. ROAD RIGHT OF WAY AND EASEMENT

Declarants/Owners, their successors and assigns hereby grant, bargain, sell and convey unto each other, their heirs and assigns, an easement forever for a forty (40) foot right-of-way over the lands of the Declarants/Owners.

Said right-of-way shall be for ingress and egress and are more fully described as Windsong Way road and Fourwinds Trail road on the plat of survey by Gregory Blake Soasbee, PLS #14818 dated January 18, 1999 and recorded in Plat Book A770, page 9, records of Oconee County, South Carolina, said plat being attached hereto and incorporated herein by reference.

The Declarants/Owners, their successors and assigns shall have the right and privilege to reconstruct, inspect, maintain, alter and improve such roads on the right-of-way above described, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the above mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way.

Should any of the above-mentioned parties decide to sell their property or a portion of their property, this Declaration shall be binding on the future owners, their heirs and assigns. The provisions of this Declaration are intended to create mutually equitable servitude upon each of the said Lots and Parcels in favor of each and all other Lots and Parcels; and to create reciprocal rights between the respective owners of all such Lots and Parcels, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other Lots and Parcels owned by the Declarants/Owners and their respective owners present and future.

Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any provision of this Declaration either to restrain violation or to recover damages and such action may be brought by the undersigned or by any property owners.

Invalidation of any one of these covenants by judgment of Court Order shall in no wise effect any other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, the Declarants/Owners have caused this Declaration to be executed by their hand and seal, this the 19th day of December, 2001.

Signed, sealed, and delivered in the presence of:

Chris
Keri Marley
Chris
Keri Marley

Barbara J. Griffin
BARBARA J. GRIFFIN
Jo Ann Knox
JO ANN KNOX

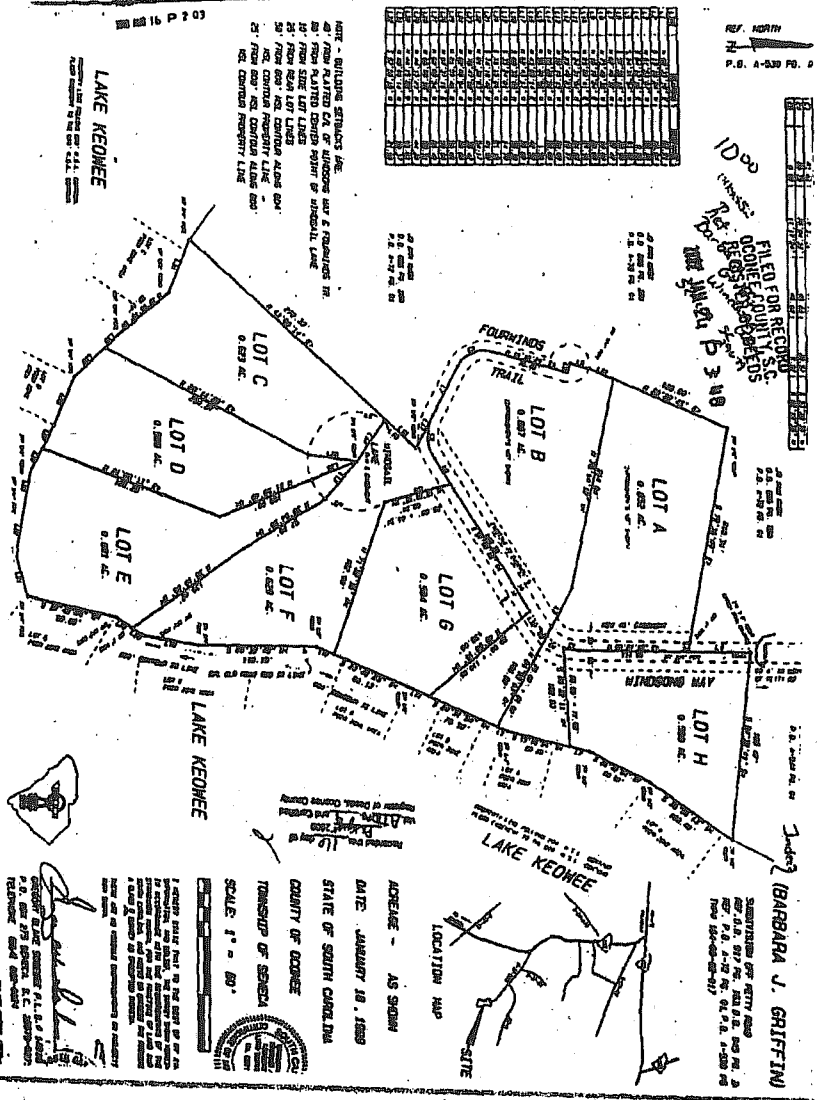
STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) PROBATE

PERSONALLY, appeared before the undersigned who made oath that (s)he saw the within named BARBARA J. GRIFFIN AND JO ANN KNOX sign, seal and as their act and deed, deliver the within Set-backs, Road Maintenance and Right-of-Way Easement for the uses and purposes therein mentioned, and that (s)he with the other subscribed witness witnessed the execution thereof.

Keri Marley

SWORN to before me this the 19th day of December, 2001.

Chris (L.S)
Notary Public of South Carolina
My Commission Expires: 6/21/2002



NO.	ACRES	FRONT	DEPTH	AREA	PERCENT
1	0.659	100.00	100.00	10000.00	100.00
2	0.587	100.00	100.00	10000.00	100.00
3	0.637	100.00	100.00	10000.00	100.00
4	0.589	100.00	100.00	10000.00	100.00
5	0.627	100.00	100.00	10000.00	100.00
6	0.629	100.00	100.00	10000.00	100.00
7	0.589	100.00	100.00	10000.00	100.00
8	0.589	100.00	100.00	10000.00	100.00

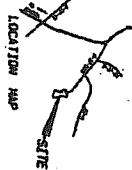
REF. NORTH
 P.B. A-539 P.D. 0

1000
 FILED FOR RECORD
 DEONIE E. QUINCY, S.C.
 BEGONIA, S.C.
 1000 QUINCY P. 300



BARBARA J. GRIFFIN

ACRES - AS SHOWN
 DATE - JANUARY 18, 1989
 STATE OF SOUTH CAROLINA
 COUNTY OF OCONEE
 TOWNSHIP OF SENECA
 SCALE 1" = 80'



SUBDIVISION OF EIGHT LOTS
 REF. P.D. A-539 P.D. 0
 REF. P.D. A-539 P.D. 0
 NEW 1000-00-000

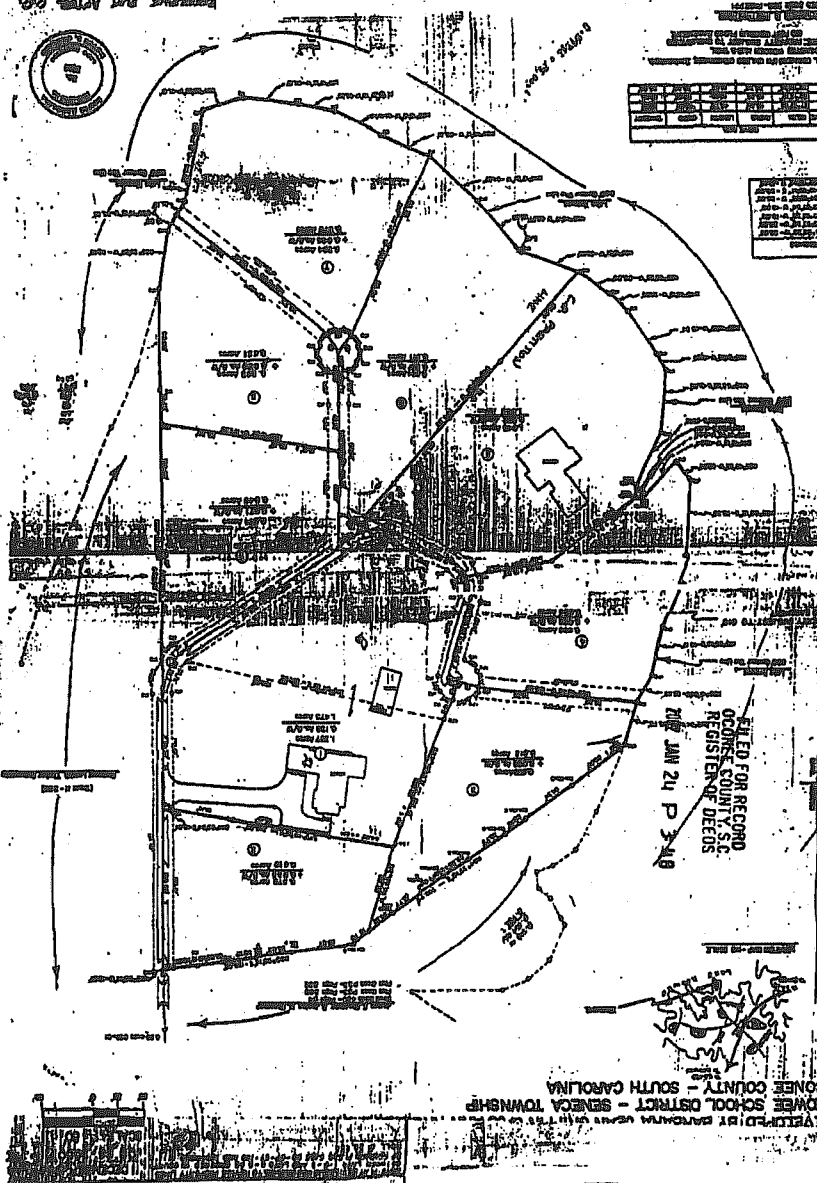
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FILED FOR RECORD
OCCONEE COUNTY, S.C.
REGISTER OF DEEDS

2001 DEC 20 A 11-24

TABLE OF AREAS

AREA	ACRES	OWNER
1	1.25	...
2	1.25	...
3	1.25	...
4	1.25	...
5	1.25	...
6	1.25	...
7	1.25	...
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REGISTER OF DEEDS
2001 JAN 24 P 3-10

EARLY DIST BOUNDARY...
OCCONEE COUNTY - SOUTH CAROLINA
DOWNE SCHOOL DISTRICT - SENECA TOWNSHIP



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BK 1652 Pg 60-67

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OCONEE COUNTY, S.C.
REGISTER OF DEEDS

AMENDMENT TO PROTECTIVE
CONENANTS AND RESTRICTIONS
FOR WINDSWEPT SUBDIVISION

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

2008 MAR 25 P 2:02

*Ret: David Bassett
1400 111 Windsong Way
Seneca, SC 29672*

015059

WHEREAS, by Protective and Restrictive Covenants previously recorded in Deed Book 945, Page 207 and Deed Book 1192, Page 7 and Deed Book 1198, Page 58 and any and all amendments thereto, records of Oconee County, South Carolina, all of the lots in Windswept Subdivision are restricted for residential purposes and are shown on a plat prepared by Gregory Blake Sosebee PLS #14818 dated January 18, 1999 and recorded in Plat Book A 770, Page 9, records of Oconee County, South Carolina; and,

WHEREAS, under the terms of Article IV- Section 4.1- paragraphs (b) and (d) of the previous Covenants and Restrictions, the same may be amended by a majority of the then owners of the lots; and,

WHEREAS, it is the desire and intention of the majority of the owners of lots in Windswept Subdivision to amend the Protective Covenants and Restrictions;

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of property within Windswept Subdivision, the undersigned who own a majority of the eight (8) lots in Windswept Subdivision, do hereby amend the Protective and Restrictive Covenants, all of which amendments are declared to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said property and every part thereof, and all of which shall run with the land and be binding upon all parties having or acquiring any right, title, or interest in the described property, or any part thereof, and all of which shall be applicable to all of the property known as Windswept Subdivision. The Protective Covenants and Restrictions are amended as follows:

1. Article IV- Section 4.1 Paragraph (b); RESIDENTIAL DWELLING Only one single-family dwelling having a fully enclosed HVAC area of not less than 2000 square feet on the first floor and not exceeding 2 ½ stories in height above grade/ground and a minimum roof pitch of 4 and 12 shall be erected or permitted to remain upon any Lot.

2. Article IV- Section 4.1 Paragraph (d); ACCESSORY BUILDINGS Accessory building(s) detached from the primary residence may be allowed. However, a variance must be requested and approved in accordance with the procedure noted in the already existing Protective Covenants and

Restrictions, Article V- Section 5.5- VARIANCES. No accessory building shall at any time be used for full time human occupancy or habitation. The building(s) must be architecturally related to the primary residence and can not be erected prior to the primary residential dwelling.

Except for the changes contained in this Amendment, the undersigned reaffirm all of the remaining provisions of the existing Protective Covenants and Restrictions recorded in Deed Book 945, Page 207 and Deed Book 1192, Page 7 and Deed Book 1198, Page 58 and any and all amendments thereto, as fully as though the same were set out verbatim in this document.

IN WITNESS THEREOF, the undersigned have signed their names on the date indicated next to each signature.

Martha G. Galy
Witness Adrienne F. Hennes
Witness

Mary Jo Pope
Witness Adrienne F. Hennes
Witness

Sarah Davonoff
Witness Adrienne F. Hennes
Witness

Martha G. Galy
Witness Adrienne F. Hennes
Witness

David Barrett
Witness Adrienne F. Hennes
Witness

David Barrett
Witness Adrienne F. Hennes
Witness

Barbara J. Griffin
Owner of Lot B Date: 3-20-08
BARBARA J. GRIFFIN
(Print Name Here)

William Pope
Owner of Lot C Date: 3/22/08
William Pope
(Print Name Here)

James Hardy
Owner of Lot D Date: 3/25/08
JAMES HARDY
(Print Name Here)

Barbara J. Griffin
Owner of Lot E Date: 3-20-08
BARBARA J. GRIFFIN
(Print Name Here)

Mary M. Bassett
Owner of Lot G Date: 3/19/2008
MARY M. BASSETT
(Print Name Here)

Gregory A. Bondar
Owner of Lot H Date: 3-25-08
GREGORY A. BONDAR
(Print Name Here)

2008 MAR 25 P 2:02

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

ACKNOWLEDGEMENT

STATE OF: S.C.
COUNTY OF: Beaufort

I, Adrienne F. Hennes, a Notary Public for the State of S.C., do hereby certify that Barbara Griffin (grantor/mortgagor) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 15 day of March, 2008

Adrienne F. Hennes
Notary Public
State of S.C.

My commission expires: My Commission Expires May 20, 2008

5/20/08
(SEAL)



7008 MAR 25 P 2:03
REGISTER OF DEEDS
BEAUFORT COUNTY, S.C.
FILED FOR RECORD

ACKNOWLEDGEMENT

STATE OF: S.C.
COUNTY OF: Oconee

I, Adrienne F. Hennes, a Notary Public for the State of S.C., do hereby certify that William Pope (grantor/mortgagor) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25 day of March, 2008

Adrienne F. Hennes
Notary Public
State of S.C.

My commission expires: My Commission Expires May 20, 2008

5/20/08
(SEAL)



2008 MAR 25 P 2:03

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

ACKNOWLEDGEMENT

STATE OF: S.C.
COUNTY OF: Oconee

I, Adrienne F. Hennes, a Notary Public for the State of S.C., do hereby certify that Jim Hardy (grantor/mortgagor) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25 day of March, 2008

Adrienne F. Hennes
Notary Public
State of SC

My commission expires: My Commission Expires May 20, 2008

5/20/08
(SEAL)



2008 MAR 25 1 P 2 03

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

ACKNOWLEDGEMENT

STATE OF: S.C.
COUNTY OF: Oconee

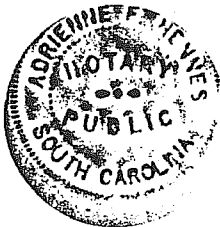
I, Adrienne F. Hennes, a Notary Public for the State of SC, do hereby certify that BARBARA GRIFIN (grantor/mortgagor) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25 day of March, 2008.

Adrienne F. Hennes
Notary Public
State of S.C.

My commission expires: 5-20-08 My Commission Expires May 20, 2008

5-20-08
(SEAL)



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OCCONEE COUNTY, S.C.
REGISTER OF DEEDS
2008 MAR 25 P 2:03

ACKNOWLEDGEMENT

STATE OF: S.C.
COUNTY OF: OCONEE

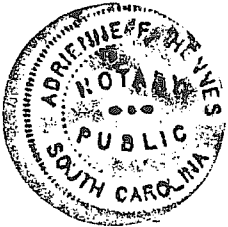
I, Adrienne F. Henness, a Notary Public for the State of SC, do hereby certify that MARY M Bassett (grantor/mortgagor) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25 day of March, 2008.

Adrienne F. Henness
Notary Public
State of SC

My commission expires: 5/20/08 My Commission Expires May 20, 2008

5/20/08
(SEAL)



2008 MAR 25 1 P 2:03

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OCONEE COUNTY, S.C.
REGISTER OF DEEDS

ACKNOWLEDGEMENT

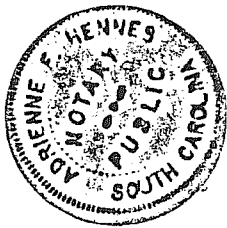
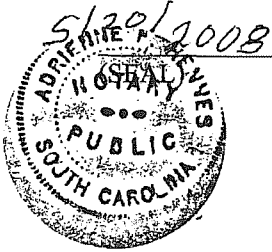
STATE OF: South Carolina
COUNTY OF: Oconee

I, Adrienne F. Hennes, a Notary Public for the State of South Carolina do hereby certify that Gary Bondar (grantor/ mortgagor) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25 day of March, 2008

Adrienne F. Hennes
Notary Public
State of South Carolina

My commission expires: ~~My~~ Commission Expires May 20, 2013



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