

Keowee Key

Declaration of Protective Covenants

The use of all property now, or to be included, within Keowee Key will be governed by this Declaration of Protective Covenants. The Declaration is written to assure that the community is developed and maintained in a consistent and complementary manner, and to protect the values of property owners' investments.

The Declaration was originally implemented by filing it in its entirety against the initial portion of the property, and adding other property, as developed, to the coverage through the use of supplemental declarations. The Declaration was originally filed by the Lake Keowee Development Corporation which was succeeded by Realtec, Inc. and, in June 1994, by the Lake Keowee Property Owners' Association, Inc. Effective January 1, 1998, the association name was changed to Keowee Key Property Owners' Association, Inc. The original name of Lake Keowee Development has been changed to Keowee Key.

This Declaration was initially recorded in the office of the Clerk of Court of Oconee County, South Carolina in Deed Book 111; page 275 on June 26, 1972. Subsequent amendments approved by owners have been recorded in Deed Book 596, page 123 on November 9, 1989 and in Deed Book 650, page 269 on April 12, 1991 and in Deed Book 694, page 145 on May 29, 1992 and in Deed Book 709, page 61 on October 20, 1992 and in Deed Book 753, page 50 on November 18, 1993 and Deed Book 798, page 80 on December 13, 1994 and in Deed Book 840, page 10 on November 21, 1995 and in Deed Book 972, Page 214 on May 11, 1998 and in Deed Book 1024, Page 176 on March 31, 1999 and as amended October 30, 2000, and recorded in Deed Book 1212, Page 172 on April 15, 2002 And as amended September 24, 2001, and recorded in Deed Book 1212, Page 189 on April 15, 2002 The revised Declaration is annotated in its text with the amendment dates.

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2002 APR 15 A 10:03

A Supplemental Declaration of Protective Covenants has been filed in connection in each new unit developed within Keowee Key. The Supplemental Declaration incorporates the unit into Keowee Key, makes it subject to the full Declaration of Protective Covenants and defines any specifics or peculiarities affecting property in the new unit. The Supplemental Declaration for the unit in which your property is located should have been given to you at time of purchase. You should retain it with the full Declaration of Protective Covenants.

(Amended September 2001)

AMENDED and RESTATED DECLARATION OF PROTECTIVE COVENANTS

Oconee County, S.C.

THIS DECLARATION was originally made on June 26, 1972 by LAKE KEOWEE DEVELOPMENT CORPORATION, a South Carolina corporation, and subsequently amended and restated as provided herein, and is hereby Amended and Restated this 8th day of October, 1995. (Amended October 1994, October 1995)

RECITALS

LAKE KEOWEE DEVELOPMENT CORPORATION was the owner and Developer of that certain real property located in Oconee County, State of South Carolina, known as Lake Keowee (the Development), a part of which was described in the Supplemental Declaration originally attached as Exhibit "A" and made a part hereof. (Amended October 1994)

LAKE KEOWEE DEVELOPMENT CORPORATION intended to sell and convey the Lots and Parcels situated within the Development and before doing so, desired to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of all of the Lots and Parcels in the Development and the owners and future owners thereof. (Amended October, 1994)

LAKE KEOWEE DEVELOPMENT CORPORATION declared that all of the Lots and Parcels in the Development 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, improvement and sale of said Lots and Parcels 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 mutual equitable servitude 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, 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 the Development and their respective owners, present and future. (Amended October 1994)

NOW, THEREFORE, these DECLARATION OF PROTECTIVE COVENANTS are hereby Restated and Amended as provided herein. (Amended October, 1994)

I. DEFINITIONS. The following terms as used in this Declaration are defined as follows:

- (a) "Association" means the Keowee Key Property Owners' Association, Inc. (KKPOA), a South Carolina nonprofit corporation. The Association has succeeded the Declarant described in I, (c) below, and the terms "Association" and "Declarant" are used interchangeably throughout the Declaration. (Amended May 1992, October 1994, November 1997, November 1998)

- (b) "Board" means the Board of Directors of the Association.

- (c) "Bylaws" means the Bylaws of the Association.
- (d) "Committee" means the Environmental Control Committee.
- (e) "Declarant" means the Keowee Key Property Owners' Association, Inc., its successors and assigns, which has succeeded prior Declarants; Lake Keowee Development Corporation and Realtec, Inc. (See I, (a) above.) (Amended October 1994, November 1997)
- (f) "Declaration" means this Declaration of Protective Covenants for Keowee Key, dated the 9th day of October, 1994, as the same may be supplemented or amended from time to time. (Amended October 1994)
- (g) "Development" means Keowee Key (formerly referred to as Lake Keowee) as the same may be shown on the maps thereof recorded from time to time. (Amended October 1994)
- (h) "Improvement" means all landscaping, tree removal and structures of any type or kind; structures to include, but not limited to, buildings, out-buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, exterior lighting, boat racks, docks and dock access ramps, poles, and antennas, including satellite dishes. (Amended November 1998)
- (i) "Lot" means any numbered lot, including those classified as Exempt Lots, designated on a plat of the development, or any condominium unit in a multiple family dwelling. (Amended October 1995, September 2001)
- (j) "Exempt Lot" means any Lot which has been designated as an Exempt Lot through an agreement between the Owner and the Declarant wherein the Owner has agreed, with respect to that Lot, to relinquish certain rights and privileges in return for an exemption from assessments and fees. (Amended October 1995)
- (k) "Multiple Family Dwelling" means a residential dwelling such as a duplex, apartment house or condominium complex containing two or more individual apartments or living units and constructed on a Lot or Parcel whose use is designated in the Supplemental Declaration as multi-family residential.
- (l) "Owner" means:
 1. Any person, corporation or other legal entity, other than the Declarant or the Developer, who holds fee simple title to any Lot or Parcel. (Amended October, 1994)
 2. Any person or legal entity who has contracted to purchase a 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.
- (m) "Developer" means Realtec, Inc. (The prior Declarant and successor to the Lake Keowee Development Corporation), its successors and assigns, which has transferred ownership of common-use properties and management of the Development to the Association by the Asset Sale Agreement dated June 20, 1994. The Developer retains responsibility for the completion of development type work begun or platted in the Development, and for other

obligations incurred which are not transferred to the Association by the Asset Sale Agreement. (Amended April 1992, October 1994)

- (n) "Parcel" means any named, lettered tract shown on the plat.
- (o) "Plat" means the maps or plats of Keowee Key as they are from time to time recorded.
- (p) "Reserved Area" means all of the real property designated as such in the Supplemental Declaration or on plats of the Development filed in the Office of the Clerk of Court of Oconee County, South Carolina. Ownership of such reserved areas shall be retained by Declarant and shall be put to such uses as it shall deem best for the common use of Owners. (Amended May 1992, October 1994)
- (q) "Single Family Dwelling" 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 or their domestic servants maintaining a common household in such dwelling.
- (r) "Supplemental Declaration" means:
 1. The recorded Supplemental Declaration of the Declarant attached hereto as Exhibit "A", or
 2. In the case of real property being annexed to Keowee Key, the recorded Supplemental Declaration of Declarant which incorporates the provisions of this Declaration therein by reference.

In either event, the Supplemental Declaration shall include a description of the real property in Keowee Key, subject to the provisions of this Declaration and shall designate the permissive uses of such property.

II. LAND USE. Lots and Parcels in the Development shall be designated in the Supplemental Declaration as to their permissible uses and shall thereupon become subject to the restrictive or other provisions of this Declaration relating to such uses unless it is otherwise provided in the Supplemental Declaration. In such case, to the extent that there may be a conflict between the provisions of this Declaration and those of the Supplemental Declaration, the provisions of the Supplemental Declaration, shall apply to those Lots or Parcels described therein. In the event a use is designated for which no such provisions are contained herein (e.g., commercial, governmental, school, etc.), the same may be set forth in such Supplemental Declaration. All Supplemental Declarations filed after October 9, 1994 must bear the prior approval of the Committee. (Amended October 1994)

- A. Single Family Residential. Only single family dwellings and such out-buildings as are usually accessory thereto shall be permitted on any Lot designated as single family residential. The following restrictions shall apply specifically to such Lots unless it is otherwise provided in a Supplemental Declaration:
 1. Minimum Area. Each dwelling shall have fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, carports or other out-building) with not less than the number of square feet established in the Supplemental Declaration for the Unit in which the Lot is situated.

2. Set-backs. Each such dwelling shall be at least:
 - (a) Thirty (30) feet from the front Lot line;
 - (b) Twenty-five (25) feet or 25% of the depth of the Lot, whichever is greater, from the rear Lot line;
 - (c) Ten (10) feet from the side Lot lines;
 - (d) Each dwelling (including out-buildings, considered as accessory thereto), all roofed and unroofed porches, decks, terraces, garages, carports or any other structure attached to the dwelling shall conform to the designated Set-backs for that particular Lot. (Amended February 1991)
 - (e) In the event that the Committee shall determine that application of the setbacks 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 such Lot from the provisions of these setback restrictions.
- B. Multiple Family Residential. Only multiple family dwellings and such out-buildings as are usually accessory thereto shall be permitted on any Lot or Parcel designated as multiple family residential. The following restrictions shall apply specifically to such Lots or Parcels:
 1. Zoning. If required, multiple family residential use shall be approved by the appropriate governmental authorities.
 2. Minimum Areas. There shall not be more than one dwelling unit for each 3,000 square feet of land area in such Lot or Parcel and the amount of fully enclosed floor area devoted to living purposes in each such unit shall not be less than 600 square feet.
 3. Carport or Garage. A carport, garage or parking space shall be constructed for each dwelling unit constructed.
 4. Type of Construction. Subject to the approval of the Committee, multiple family dwellings may be of single or multiple story construction, and may be detached or joined by common walls.
 5. Set-backs. Set-backs for multiple family dwellings shall be the same as for single family dwelling as set forth in subparagraph II-A-2.
- C. Reserved Areas.
 1. Use. The use and enjoyment of Reserved Areas and improvements thereon, shall be subject to the rules governing the use of such property and improvements as may from time to time be adopted by the Association.
 2. Maintenance. Maintenance of common property and repairs to any improvements thereon shall be the obligation and responsibility of the Association. (Amended April 1992, October 1994)

III. RESIDENTIAL RESTRICTIONS. The following shall be applicable to all Lots and Parcels within, designated as residential in character, and each Owner, as to his 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. Declarant may remove any such nuisance or repair or complete the same at the cost of the Owner. (Amended October 1994)
- 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, including Exempt Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent them becoming unsanitary, hazardous to health, unsightly when compared to other similar Lots in the community, below standards established by the Committee, or not in compliance with any requirement of the Declaration. If not so maintained, Declarant shall have the right, through its agents and employees, to do so, the cost of which shall be charged to the responsible Owner and become a lien upon said Lot and shall be enforceable by Declarant in the same manner as an assessment as provided in Article VII, subparagraphs B, C, and D of this Declaration. Neither the Declarant nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed. (Amended October 1994, October 1995)
- 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 sewage system approved by the Committee and the appropriate authority. 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. Golf Course Lots. Owners of Lots or Parcels adjacent to golf course fairways shall permit entrance upon their Lots for retrieval of golf balls.
- H. Nuisances. No noxious or offensive activities or nuisances shall be permitted on any Lot or Parcel.
- I. Signs. No person, except the Declarant, shall erect or maintain upon any Lot or Parcel or Improvement any sign or advertisement, unless prior approval is obtained from the Committee.
- J. Animals. No animals shall be kept or maintained on any Lot or Parcel except the usual household pets which shall be kept reasonably confined so as not to become a nuisance. The provisions hereof shall not be applicable to any portion of Keowee Key, the Supplemental Declaration for which provides that the Owners of Lots or Parcels therein may keep and maintain horses thereon.
- K. Garbage and Refuse Disposal. No Owner shall burn trash, garbage or other refuse without a permit 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.

- L. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks on any Lot or Parcel shall be located and 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 any street or Reserved Area within the Development, or from Lake Keowee, except at times when refuse collections are made. (Amended October 1994)
- M. Restrictions on Temporary Structures. No tent or mobile home shall be placed or erected on any Lot or Parcel, nor shall any overnight camping be permitted on any Lot or Parcel. At no time shall a travel trailer or other motor home (RV) be placed or erected on a Lot or Parcel with the exception that such vehicle may be parked on the driveway of a Lot or Parcel for no more than forty-eight (48) hours prior to departure and upon return from a trip, for the purpose of loading and unloading. (Amended October 1989)
- N. Removal of Trees. No tree over three inches in diameter measured eight inches above ground may be removed from any Lot or Parcel without the prior written consent by the Committee. (Amended October, 1995)
- O. Limited Access. There shall be no access to any Lot or Parcel on the perimeter of the Development except from designated streets or roads within the Development.
- P. Ditches and Swales. Each Owner shall keep drainage ditches and swales located on his Lot or Parcel free and unobstructed and in good repair and shall provide for the installation of such culverts upon his Lot or Parcel as may be reasonably required for proper drainage.
- Q. Resubdivision of Lots. No single family residential Lot, except Exempt Lots, or Parcel shall be further subdivided, except as provided in Article XI. (Amended October 1995)
- R. Drilling and Mining. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot. (Amended October 1989, October 1994)
- S. Water Services and Sewage Disposal Services. The Keowee Key Utility Systems, Inc. (KKUS), a South Carolina corporation (formerly Lake Keowee Utility Systems, Inc.), was created to provide water and sewage disposal services for all Lots in Keowee Key. In consideration thereof, the Owner of each Lot agrees to pay KKUS an availability fee and other such fees and charges as are established by KKUS and approved by the KKUS Board, commencing upon KKUS's providing such availability of water and sewage disposal services regardless of whether said Owner has applied for, and uses such water and sewage disposal services. The KKUS Board may establish collection policies for such fees and charges, including, where required, the filing of a lien on the Lots of delinquent Owners. (Amended October 1993, November 1997, November 1998)
- T. Assets previously owned by LKA. The Lake Keowee Association, Inc. (LKA), a South Carolina corporation, was created to own and manage the Keowee Key Golf and Country Club and related facilities to provide recreational and social amenities for the Owners of all Lots in Keowee Key. In 1992, Lake Keowee Property Owners' Association, Inc. (LKPOA), a South Carolina corporation, was created to own and manage facilities, equipment, and services relating to all other functions previously done by the developer

(see Article VI). LKA merged into LKPOA and the name was changed to KKPOA (1998). KKPOA has become the owner and manager of the Golf and Country Club as well as other LKA assets and related recreational services. KKPOA also succeeds to the right to collect all outstanding assessments, fees and charges (collectively generally referred herein as "assessments and charges") owed to LKA, and to file for a lien or to foreclose on any existing liens held by LKA. (Amended October 1995, June 1997, November 1998)

- U. Time Sharing Agreements Prohibited. No dwelling or unit shall be subject to a time sharing agreement. (Amended October 1989)
- V. Corporate or Institutional Ownership. The ownership of any Lot, Parcel or Unit by a Corporation, Institution or Trust is permitted, but no activity shall be conducted upon such premises inconsistent with the designed purpose of the development as a family residential community. (Amended October 1989)
- W. Residential Use. Each Lot or Parcel designated as residential in character shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from such Lot or Parcel including business uses ancillary to a primary residential use, except that the Owner or Resident residing may conduct business activities so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Parcel; (ii) the business activity otherwise conforms to this Declaration and applicable rules and regulations; (iii) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (iv) the business activity is consistent with the residential character of the area and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot or Parcel in accordance with this Declaration shall not be considered a trade or business within the meaning of this paragraph. (Amended November 1998)

- X. Rental Restrictions. No dwelling or any Lot or Parcel designated as Single Family Residential, shall be leased, rented or subleased under an agreement, oral or written, which provides for a primary term of less than 90 days. (Amended November 1998)

IV. LAKE KEOWEE

- A. Ownership of Lakefront Lots. The boundary of any Lot shown on the Plat as being adjacent to Lake Keowee shall be a line running at an elevation of 804 feet above mean sea level.

- B. Limitation of Ownership Rights. No Owner of a Lot adjacent to Lake Keowee or to a stream shall have rights with respect to such Lake or stream, the land thereunder, the water therein, or its or their elevation, use or conditions, nor shall such Owner have any riparian rights incident or appurtenant thereto. Further, no Owner shall have any rights with respect to any property between the shoreline of Lake Keowee and an elevation of 804 feet above mean sea level. No person shall acquire title to any land in the Development by accretion, reliction, submergence or changing water levels.
- C. Responsibility for Damages. The Declarant shall not be liable for damages caused by erosion, washing or other action of the water of Lake Keowee.
- D. Shoreline Improvements. No structure or other improvement of any type whatsoever (including, but not limited to, docks, piers, ramps, trams, decks, floats, gazebos, retaining walls, rip-rapping, or houseboats) shall be constructed or placed on or near the shoreline of Lake Keowee below an elevation of 804 feet above mean sea level without prior written approval of the Committee. Committee approval for the construction of a structure or other improvement on said shoreline shall not obviate the necessity for an Owner to obtain necessary approvals from Duke Power Company and local, state or federal agencies or authorities if applicable. (Amended October 1995)

V. THE ENVIRONMENTAL CONTROL COMMITTEE.

- A. General Powers. All improvements constructed or placed on any Lot or Parcel in Keowee Key or on or near the shoreline pursuant to Article IV, D, including alterations, modifications, remodeling or additions to such improvements must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The Committee shall have the power, with Board concurrence, to establish standards and procedures to monitor and enforce compliance with the provisions of Article II, III, IV, VIII, the usage provisions of IX and XI. (Amended February 1991, October 1994, October 1995, November 1998)
- B. Committee Membership. The Committee shall be composed of five (5) or more members, to be appointed by the Board from among persons who meet the definition of "Member in good standing under Bylaw III" of the Bylaws of the Association to serve a two (2) year term. A Committee member may not serve consecutive terms. The terms of Committee members shall be staggered such that approximately an equal number of Committee members shall be appointed each year. Committee members shall be subject to removal by the Board and any vacancies from time to time existing shall be filled by appointment of the Board. (Amended April 1992, November 1998, November 2000, September 2001)
- C. Grounds for Disapproval. The Committee may disapprove any application:
 1. If such application does not comply with this Declaration;
 2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvements on a Lot, finished ground elevation, color scheme, finish, design, proportions, architecture, 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 judgement of a majority of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other Lots or Parcels.
- D. Rules. The committee shall, from time to time, adopt written rules of general application governing its established standards and procedures. These shall include among other things, standards for maintenance of lots, provisions for the form and content of applications; required numbers of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc. (Amended October 1994)
- E. Variances. The Committee may grant reasonable 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 or Parcels.
- F. Certificate of Compliance. At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor or engineer that such improvement does not violate any set-back, ordinance or statute, nor encroach upon any easement or right-of-way of record, nor violate any other provision of these Restrictions.
- G. Administrative Fees. As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans and specifications, to be not more than one fourth of 1% of the estimated cost of the proposed improvement, subject to a minimum fee of \$25.00. No additional fee shall be required for resubmission.
- H. Liability. Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, the Board, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor 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 pursuant thereto.
- I. Appeals. Any applicant, or other Owner challenging the application of a rule or procedure, shall have the right to appeal to the Board from any decision of the Committee within 30 days after the entry of such decision. If such challenge is directed to a decision involving a variance and the challenger is an Owner other than the applicant, a notification of intent to appeal must be delivered to the Board within ten (10) days after the posting of such decision at the ECC office. (Amended October 1994, November 1998)
- J. Restriction on Construction of Model Homes. Model or exhibit homes shall be built and used as such only with the prior written permission of the Committee.
- VI. THE KEOWEE KEY PROPERTY OWNERS' ASSOCIATION. (Amended April 1992, November 1997)

- A. General. The Association is a South Carolina non-profit corporation organized as a property owners' association to represent, further and promote the common interests of property owners in the Development. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and Bylaws. (Amended October 1995)
- B. Membership. The Owner of a Lot which is owned by an individual, or the natural person designated as the representative for a Lot that has multiple Owners, or is owned by a corporation, partnership, trust, or other legal entity, except Exempt Lots and Lots owned by the Association, shall be a Member of the Association, and shall have the right to vote. The Member's spouse or companion, who resides with the Member, shall also be a Member, but shall not have the right to vote. All Members may hold office in the Association, serve on committees, use Association facilities and amenities and participate in all community activities. The following also shall be eligible to use all facilities and amenities and participate in community activities:
 - 1. Family members of a Member who reside with the Member.
 - 2. The tenant of a Keowee Key Lot deemed rental property by the Owner, and family members of the tenant and tenant's spouse or companion, who reside with the tenant, provided the Owner has relinquished all of his or her rights to use Association facilities and amenities which derive from the ownership of the Lot.
 These rights of Members and others are subject to the terms of the Bylaws and community rules. When an Owner ceases to be the owner of property in Keowee Key, all Memberships created by that Ownership cease. The Board of the Association shall have authority to enact rules and regulations or otherwise resolve Membership issues not addressed in the Bylaws. (Amended September, 2001)
- C. Rights, Privileges and Obligations. The rights, duties, privileges and obligations of membership in the Association are as set forth in its Articles and Bylaws.

VII. ASSESSMENTS

- A. General. Pursuant to the powers granted to it in its Articles and Bylaws, the Association is hereby expressly authorized and empowered to levy assessments, including assessments for maintenance of Reserved Areas and all other charges, against all Lots in the Development. Provided, however, except as may be otherwise indicated, no assessment shall be levied against Lots owned by the Association, Exempt Lots, or Unimproved Lots owned by the Developer. (Amended April 1992, October 1994, October 1995)
- B. Collection and Lien. A Notice of Assessment stating the amount assessed by the Association and payment dates fixed by the resolution of the board shall be sent by the Board to each Owner and shall be paid on or before the stated dates. The assessment, plus any other charges thereon, shall constitute and become a lien on the Lot so assessed as of the date of the assessment. Collection policy, costs and penalties for late payment shall be as provided in the Bylaws of the Association. If the assessment remains unpaid ninety (90) days after the assessment has been levied, a Notice of Lien stating the amount of the assessment and a description of the Lot which has been assessed may be filed by the Board in the Office of the County Recorder. If a Notice of Lien has been filed, upon payment, or other satisfaction, of the assessment the Board shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and release of said lien.

The parties to these Protective Covenants agree that the Association's claim for the assessment and any other charges is secured by the Lot so assessed and is enforceable against any subsequent transferee, including a Trustee in Bankruptcy. (Amended October 1995)

- C. **Priority of Lien.** Conveyance of any Lot (whether by purchase, donation, operation of law, or any other transfer) shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said Notice of Assessment. (Amended October 1995)
- D. **Enforcement.** The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage and, in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any owner owing money to it which is available to it by law or equity for the collection of debt.
- E. **Proof of Payment.** Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.
- F. **Suspension.** The Association shall not be required to transfer memberships on its books to any transferee (whether a purchaser, donee, as a result of operation of law or any other transferee) or to allow the exercise of any rights or privileges of membership on account thereof to any Owner or transferee or to any persons claiming under any such Owner or transferee unless or until assessment and charges, to which the Owner or the transferee owner of a Lot are subject, have been paid. (Amended October, 1995)

VIII. EASEMENTS.

- A. **Reservations.** The following easements over each Lot or Parcel and the right to ingress or egress to the extent reasonably necessary to exercise such easements, are reserved to Declarant and its licensees:
 - 1. **Utilities.** A ten (10) foot wide strip running along the inside of the side Lot lines, a twenty-five (25) foot wide strip coincident with street right-of-way lines, and a twenty-five (25) foot wide strip running along the inside of the rear Lot line, for the installation, maintenance and operation of utilities, including radio and television transmission cables, and the accessory right to locate guy wires, braces or anchors, or to cut, trim or remove trees and plantings wherever necessary upon such Lot or Parcel in connection with such installation, maintenance and operation.
 - 2. **Slope and Drainage.** A thirty (30) foot wide easement running along the inside of all Lot lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses. Declarant and its licensees further reserve the right to cause or permit drainage of surface water over and/or through all Lots and Parcels.
 - 3. **Other Easements.** Any other easements shown on the Plat.
 - 4. **Use of Maintenance by Owners.** The areas of any Lots or Parcels affected by the easements reserved herein shall be maintained continuously by the Owner of such Lot, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the Owner except those for which a public authority or utility company is responsible.

- B. Liability for Use of Easements. No Owner shall have any claim or cause of action against Declarant or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the Plat except in cases of willful or wanton misconduct.

- IX. RESERVED AREAS. Declarant has and will retain ownership of certain lands within the Development, including but not restricted to, the streets, roads, and parks shown on the Plats. There is, therefore, granted to the Owners and occupants of each Lot and Parcel within the Development an easement to travel along and upon said roads and streets; and, to use such Reserved Areas upon such terms and conditions as it, the Declarant, may from time to time designate and establish. In no event, however, shall such terms and conditions ever deny access to any Lot in the Development by the Owner thereof. (Amended April 1992, October, 1994)

In consideration of the undertaking of the Declarant to maintain such Reserved Areas, the Owner of each Lot (except Lots exempted in Article VII. A), Parcel or Unit, by execution of a contract for the purchase of said Lot, Parcel, or Unit, or acceptance of a deed thereto, agrees to pay to the Declarant or its assigns, an annual fee to cover the costs of such maintenance, security, and other services furnished by the Declarant. Such annual fee shall be paid by the Owner of each Lot, Parcel or Unit, either monthly, quarterly or semi-annually in advance, as determined by the Declarant. (Amended October 1989, April 1992, October 1992, October 1994, October 1995)

X. ANNEXATION.

- A. Property to be Annexed. The Board may, with prior approval of the Members of the Association, annex to the Development other real property provided that the property is contiguous to, or in the vicinity of the Development. (Amended October 1991, October 1993)
- B. Manner of Annexation. The Board shall effect such annexation by recording a Plat of the real property to be annexed and by recording a Supplemental Declaration which shall:
1. Describe the real property being annexed and designate the permissible uses thereof;
 2. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restricted uses of Reserved Areas; and,
 3. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration. Upon the recording of such Plat and the Supplemental Declaration, the annexed area shall become a part of the Development, as fully as if such area were part of the Development on the date of recording of this Declaration. (Amended October 1993)

- XI. REVISION OF PLATS. Notwithstanding the provisions and conditions herein contained, Declarant intends to prepare and record subdivision plats and does hereby reserve unto itself, its successors and assigns, the right to relocate, open, or close streets shown on said plats, and to revise, resubdivide and change the size, shape, dimension and location of lots in said subdivision; and upon such relocation, opening or closing of streets or revision, resubdivision or changing of 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, relocation or change, provided, however, that

no Lot sold prior to such revision, relocation or change shall be deprived of that portion of the street or streets on which it bounds nor of access to such Lot from the streets in the subdivision.

XII. REMEDIES.

- A. Enforcement. Declarant and each person to whose benefit this Declaration inures may proceed at law or in equity to maintain any action for the enforcement or defense of any provisions of this Declaration, and if such party is successful, shall be entitled to recover reasonable expenses, including attorneys' fees. (Amended October 1994, October 1995)
- B. Suspension of Privileges. The Board 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 Board.
- C. 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 any aggrieved party to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that part of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

XIII. 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 Declarant, the Developer or a subsequent Owner of such Lot or Parcel, 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 Declarant. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with 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. (Amended October 1994)

XIV. SUSPENSE OF RESTRICTIONS. The provisions on improvements, use and occupancy set forth herein shall be suspended as to any Lot, Parcel or other area while and so long as the same is owned by or leased to the State of South Carolina or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such Lot, Parcel or area for said purposes. On cessation of such use, such provisions shall become applicable again in their entirety. While owning or leasing and using, such Owner shall have no rights as a member of the Association, nor shall he be liable for any Association assessments.

XV. 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.

- XVI. CAPTIONS. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.
- XVII. 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 the Development until January 1, 2005, after which the same shall be extended for successive periods of ten (10) years each. This Declaration may be amended by the affirmative written vote of two-thirds (2/3's) of the Owners of all Lots in the Development entitled to vote and voting, with one (1) vote allocated to each Lot and fractional votes prohibited. Written notice of such proposed amendments shall be given to all Owners at least twenty (20) days in advance. Approved amendments shall be recorded 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 Board attesting to the affirmative action of the requisite number of such Owners to effect such amendment, certified by the Secretary of the Association. (Amended April 1991, October 1995)