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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BECKLAND ESTATES ON LAKE KEOWEE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BECKLAND ESTATES ON LAKE KEOWEE ("Declaration") is made as of the _____
day of July, 2005 by W.C. Land, Beverly L. Land, Don L. Owens, and Robert Dale Land, Addie
Marie Land, Charles A. Bearden and Linda W. Bearden ("Declarant").

STATEMENT OF PURPOSE

Declarant is the developer and owner of certain property located in Oconee County,
South Carolina, which is more particularly described on that certain map recorded in Map Book
8349 Page(s) 7, in the Office of the Register of Deeds for Oconee County, South
Carolina (the "Property"). Declarant desires to create on the Property a residential community of
single family homes to be named BECKLAND ESTATES ON LAKE KEOWEE (the
"Development").

Declarant desires to subject the Property to the covenants, conditions, restrictions,
easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit
of the Property and each Owner.

NOW, THEREFORE, Declarant, by this Declaration, does declare that all of the Property
described herein is and shall be held, transferred, sold, conveyed and occupied subject to the
covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration,
which shall run with the Property and be binding on all parties owning any right, title or interest
in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the
benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

All capitalized terms used herein shall have the meanings set forth in Article I, or
elsewhere in this Declaration

Section 1.1. "Declarant" shall mean and refer to Beckland Estates On Lake Keowee, and
such of its successors and assigns to whom the rights of Declarant are transferred by written
instrument recorded in the Office of the Register of Deeds for Oconee County, South Carolina.

Section 1.2. "Development" shall mean and refer to Beckland Estates On Lake
Keowee, a single family residential development proposed to be developed on the Property by
Declarant.

9th & A 06 30 4 & 46
REGISTERED
OFFICE OF THE REGISTER OF DEEDS
SOUTH CAROLINA

Ret: Wm C Land
340 Tara Lane
Seneca SC 29072
258
001213

Section 1.3. "Entrance Monument(s)" shall mean and refer to the easement area reserved as shown on the map at the northwestern corner of Lot One (1). Any monuments and entrance sign located on such easements together with lighting, an irrigation system, landscaping and other Improvements which may be constructed on such easement area, to be used as an entryway for the Subdivision.

Section 1.4. "Improvement" or "Improvements" shall mean and include any and all man-made changes or additions to a Lot, including, but not limited to, the location, materials, size and design of all dwellings and buildings (including any exterior devices attached to or separate from dwellings or buildings, such as heating and air conditioning equipment, solar heating devices, antennae, satellite dishes, etc.); or areas; piers, docks and boat slips; tennis courts, pools, or other recreational amenities; gazebos, pergolas, roofed structures; parking areas; fences; staturaries and fountains; pet "runs," lines and similar tethers or enclosures; landscaping (including cutting trees); hedges; mass plantings; irrigation equipment, apparatus and systems; driveways; signs; site preparation; changes in grade or slope; exterior illumination; and changes in any exterior color or shape.

Section 1.5. "Lake Buffer Area" shall be the 50-foot minimum distance setback from the full pond contour elevation along with entire shoreline of Lake Keowee, as shown on the Map.

Section 1.6. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map.

Section 1.7. "Map" shall mean and refer to (i) the map of BeckLand Estates On Lake Keowee recorded in Map Book 3349, Page(s) 7, in the Office of the Register of Deeds for Oconee County, South Carolina.

Section 1.8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot within the Development, including the Declarant if it owns any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.9. "Pier Zones" shall mean and refer to the portions of the Waterfront Lot designated as "Pier Zone" (or a similar term) on the Map, to be used for purposes of constructing a dock or Pier, as set forth in this Declaration.

Section 1.10. "Public Roads" shall mean and refer to Luther Land Road.

Section 1.11. "Street Lights" shall mean and refer to those certain street lights that may be constructed upon and over the rights-of-way of the Public Roads.

Section 1.12. "Subdivision" shall mean and refer to BeckLand Estates On Lake Keowee, as the same is shown on the Map.

Section 1.13. "Private Road Easement" shall mean and refer to the non-exclusive, perpetual easement thirty (30) feet in width in the location more specifically identified on the

Map for access, ingress and egress to Lots 3, 4, 5, 8, 12, 13, and 19, and also reserved to the Declarant, its successors and assigns, for access, ingress and egress and installation and maintenance of utilities and drainage facilities to the adjoining property of the Declarant.

Section 1.14 "Plan Review" shall mean the requirement of the owner of a lot intending to build thereon shall prior to building submit the plans to W. C. Land, Don L. Owens and Robert Dale Land, or their written designees hereinafter called "Review Committee" for review and pay the requisite fees associated therewith.

ARTICLE II

PROPERTY RIGHTS

Section 2.1. Rights in the Public Roads. Each Owner, the Declarant and the Association shall further have and are hereby granted a perpetual, non-exclusive right, in common with the general public, to use the Public Roads for the purpose of providing access to and from each Lot.

Section 2.2 Plan Review. Each Owner, prior to construction of a dwelling as authorized by these covenants and restrictions, shall submit the building plans, to include exterior colors, to W.C. Land, Don L. Owens and Robert Dale Land, or their written designee hereinafter called the Review Committee, for review. The Owner shall pay the sum of One Thousand and No/100 (\$1,000.00) Dollars to the Review Committee for the review of the plans and as a fee to be held by the Review Committee for any damage done to the public roads and/or private roads within Beckland Estates on Lake Keowee, and for any violation of the covenants and restrictions in the process of construction.

The plans so submitted shall be returned either with a written approval and/or written change recommendations to the address of the building property owner within fifteen (15) days after the receipt of the plans for review. Two Hundred Fifty and No/100 (\$250.00) Dollars of the One Thousand and No/100 (\$1,000.00) Dollars shall be a fee for reviewing and approval of plans with the balance of Seven Hundred Fifty and No/100 (\$750.00) Dollars to be held by the Review Committee pending the final construction, the issuance of a certificate of occupancy and used for the correction of any damage made to the public roads, curbs, private road, easements, common areas and in any violation during construction of these covenants and restrictions. In the event that no damage has been done to the above referenced enmitics, then in that event, the balance of the Seven Hundred Fifty and No/100 (\$750.00) Dollars, if any, shall be returned by the Review Committee to the building owner.

ARTICLE III

PRIVATE ROAD

Section 3.1. Private Road. Declarant shall have the exclusive right to construct the Private Road within the Private Road Easement, in the approximate location shown the Map.

(a) Upon the construction of the Private Road as set forth above, the Private Road shall be designated for the use of the Owners of the Private Road Lots Number 3, 4, 5, 8, 12, 13, and 19. Except as hereinafter provided, Declarant shall designate a portion of the Private Road as an appurtenance to each Private Road Lot owned. The recorded deed shall operate to grant the Private Road Lot Owner the right to use the designated Private Road. The right to use the designated Private Road shall not be separated from ownership of the Private Road Lot to which it is appurtenant, but, rather, shall run with the title to such Private Road Lot. Any deed, mortgage, transfer or other conveyance or encumbrance of a Private Road Lot shall also transfer, convey or encumber (as the case may be) the right to use the Private Road appurtenant thereto, even if not expressly included therein.

(b) Declarant shall have the right to use any Private Road Lot not conveyed to an Owner.

(c) The Private Road Lot Owners shall meet from time to time to agree upon service work to be performed on the Private Road. Any Private Road Lot Owner may call a meeting by mailing written notice to each Private Road Lot Owner's residence at least thirty (30) days prior to the meeting which notice specifies that a vote may be taken regarding maintenance and repair of the each of the Private Road. Failure to notify every Private Road Lot Owner of the meeting in the manner prescribed above shall invalidate any vote taken at such meeting unless all Private Road Lot Owners attended the meeting in person or by proxy. A validly called meeting may be conducted by telephone or other convenient method. There shall be one vote appurtenant to each Private Road Lot and any repair or maintenance of the Private Road which is approved by a majority of the votes cast, in person or by proxy, at a validly called meeting shall be considered "Approved Maintenance." The cost of all Approved Maintenance shall be divided equally among the Private Road Lot Owners in proportion to the number of Lots which each of the Private Road Lot Owners own.

(d) Each Private Road Lot Owner shall be obligated for its share of the cost of all Approved Maintenance, the payment of which is enforceable by any Private Road Lot Owner. A lien is hereby established on Lots 3, 4, 5, 8, 12, 13 and 19 for the purpose of enforcing the obligations of any Private Road Lot Owner who fails to pay that Private Road Lot Owner's share of the cost of the Approved Maintenance of such Private Road. If a Private Road Lot Owner fails his or her share of the costs of the Approved Maintenance, the defaulting Private Road Lot Owner shall pay interest accruing thereon at the lower of: (i) eighteen percent (18%) per annum or; (ii) the maximum rate allowed by law. Additionally, if any Private Road Lot Owner is required to employ an attorney to collect the obligations hereunder from a defaulting Private Road Lot Owner or enforce the lien hereunder against a defaulting Private Road Lot Owner, such Private Road Lot Owner shall be reimbursed by the defaulting Private Road Lot Owner for all reasonable attorney's fees and court costs incurred with respect thereto.

(e) Except as otherwise expressly set forth herein, the Private Road may only be used by Owners of Private Road Lots, their families, guests, invitees or tenants occupying the Private Road Lot.

(f) Declarant reserves for itself, its successors and assigns, access over the

Private Road for ingress and egress and installation and maintenance of utilities and drainage facilities to the adjoining property of the Declarant. Each property owner of the adjoining property, other than the Declarant, shall be considered a Private Road Lot Owner and subject to the terms and conditions set forth hereinabove.

ARTICLE IV RESTRICTIONS

Section 4.1. Land Use, Building Type and Residential Restriction. All Lots in the Subdivision shall be known and described as residential lots and shall be used only for private residential and recreational purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single family residential dwelling, and only one single-family residential dwelling not exceeding 2 1/2 stories in height above ground shall be erected or permitted to remain upon any Lot (a walkout basement shall be considered one (1) story). No log cabin (or structure resembling a log cabin, or having the architectural characteristics of a log cabin), mobile home, modular home or shell home may be erected or permitted to remain on any Lot. A private garage (not exceeding three (3) car capacity), fixed piers and floating boat dock facilities incidental to the residential use of the Lot are expressly permitted upon the condition that they are not rented, leased nor otherwise used for remuneration, subject to the other covenants and restrictions contained herein. No detached garage shall at any time be used as a residence. Any ownership or leasing arrangement for a Lot having the characteristics of a vacation time-sharing ownership plan, a vacation time-sharing lease plan or other form of shared or interval ownership is expressly prohibited. Furthermore, no boat (including a houseboat), whether existing on a Lot or docked at a fixed pier or floating boat dock that is appurtenant to any Property in the Subdivision, may at any time be used as a residence. Any attached garage must be offset with the dwelling structure and all garage doors, for attached and non-attached garages, must be closed except for egress and ingress.

Section 4.2. Dwelling Size. The square footage requirements refer to enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, any type of porte cochere, and unheated storage areas, decks or patios. Any one (1) story dwelling erected upon any Lot shall contain not less than two thousand (2,000) square feet; any one and one-half story dwelling shall contain not less than two thousand two hundred (2,200) square feet and any two story dwelling shall contain not less than two thousand four hundred square feet (2,400) square feet.

Section 4.3. Building Construction and Quality. All dwellings erected upon any Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. No single-family residential dwelling with a sales price of less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (in terms of 2005 dollar value), exclusive of the cost of the Lot, shall be permitted on any Lot, unless approved in advance in writing by the Review Committee. No building shall be erected unless it is completely underpinned with a solid brick, brick or stone-covered block or stucco foundation. The exterior surface of any dwelling shall be covered only with brick, stone, hard stucco, synthetic stucco, wood or siding consisting of wood, hardi plank, provided that any horizontal

siding must be completely supported to maintain a straight and even outer surface and must be fully and properly finished. The exterior surface of any garage or appurtenant structure or building erected on or located on any Lot shall be architecturally compatible with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling located on the Lot. All buildings shall have roofs (except for dormers, porches and bay windows) of not less than eight (8) vertical by twelve (12) horizontal pitch, and not less than twelve (12) inch overhang, covered with slate, cedar shakes, tile, composition (fiberglass), or architectural (sculpted) shingles. Tin or rolled roofing material is not permitted. The exterior of all houses and other structures on the Lot must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities or other similar "force majeure" events beyond the control of the Owner. The existing dwellings on Lot 11 and 13 shall be allowed to remain, however, should either be sold, destroyed, or remodeled they must comply with these covenants and restrictions. Lot 4, whiled owned by Dale and Addie Marie Land, shall be allowed to use exterior vinyl siding. If Lot 4 is sold, prior to construction, then vinyl siding shall not be allowed.

Section 4.4. Temporary Structures: Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot, and no metal, fiberglass, plastic, vinyl or canvas tent, barn, carport, garage, utility building, storage building or other metal, fiberglass, plastic, vinyl or canvas structure shall be placed or effected on any Lot or attached to any residence. Provided, however, that nothing herein shall prohibit Declarant from erecting or moving temporary buildings or trailers onto the Lots owned by Declarant, to be used for storage or for construction or sales offices.

Section 4.5. Building Setback Lines. No building on any Lot (including any stoops, porches, or decks) shall be erected or permitted to remain on Luther Land Road and private drives within building setback lines as noted on the Map. No building, including stoops, porches or decks (whether attached or unattached) shall be erected or permitted to remain within fifty (50) feet of the Lake Keowee property line or ten (10) feet of any side lot lines. Boathouses, piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth herein. The foregoing notwithstanding, gazebos or similar minor aesthetic Improvements may encroach within the rear setback, including the Lake Buffer Area, provided that they: (i) are single story; (ii) contain less than one hundred fifty (150) square feet; and (iii) are not enclosed by walls or other surfaces unless such surfaces meet the openness test established for perimeter fencing. Similarly, front, side or rear entryways which (i) are connected to the residence and (ii) are not covered or enclosed in any manner, may encroach within the front, side, rear, or fifty-foot waterside setback.

In the event any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to a Lot 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.

Section 4.6. Mailboxes: Only mailboxes as shown on Exhibit "B", shall be allowed. Should this mailbox be discontinued by the manufacturer the Declarant shall have the right to approve any other mailbox.

Section 4.7. Minor Setback Violations. In the event of the unintentional violation of any of the building setback covenants set forth above, in the amount of ten percent (10%) or less of the setback covenant in question, Declarant reserves the right, but is not obligated, to waive in writing such violation of the setback covenants upon agreement of the Owner of the Lot upon which the violation occurs and the Owner(s) of any Lot adjoining the violated setback, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation or, if in violation, provided that a variance or other similar approval has been received from the appropriate governmental authority.

Section 4.8. Combination or Subdivision of Lots. Except as otherwise set forth herein, no Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map. However, a Lot Owner may combine with a portion or all of another contiguous Lot so long as the parcel or parcels which result from such combination do not violate any applicable zoning ordinance or other applicable law or regulation. In the event that two or more Lots are completely combined so as to create one parcel, the resulting parcel shall be considered as one Lot for the purposes of this article. 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. Notwithstanding the foregoing, Declarant reserves the right to change the boundaries or dimensions of any Lots still owned by Declarant as may be needed to meet septic system requirements or for any other reason.

Section 4.9. Utility Easements. Declarant reserves easements for the installation and maintenance of utilities (electricity, septic system, water, gas, telephone, cable T.V., etc.) and drainage facilities over the front and seven and five-tenths (7.5) feet in width along each side lot line of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the Map and in other recorded easement documents. 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. All transformers and meters must be located at the rear of the dwellings. Declarant reserves the right to create and impose additional easements over any unsold Lot or Lots for road drainage, utility and entry signage installation purposes by the recording of appropriate instruments, and such easements shall not be construed to invalidate any of these covenants.

Section 4.10. Entrance Monument Easement. Declarant hereby grants, establishes, creates and reserves for the benefit of Declarant and the lot owners, and their successors and assigns, non-exclusive perpetual easements (the "Entrance Monument Easements"), for the purpose of landscaping and maintaining the entryway and erecting and maintaining the Entrance Monument for the Subdivision over the portion of the Common Area identified as "Entrance Monument Easement" on the Map (the "Easement Area").

Declarant or lot owner shall have the right to enter, landscape and maintain the Easement Area as an entryway to the Subdivision. Further, Declarant may erect and maintain one or more stone monuments, with an entrance sign thereon (collectively, the "Entrance Sign") bearing the name of the Subdivision and Declarant, which Entrance Sign may be built to the applicable governmental standards for signs; and may erect and maintain lighting for the Entrance Sign, planters and other Improvements typically used for an entryway (the Easement Area, the Entrance Sign, lighting, landscaping, irrigation and other Improvements to be constructed on the Easement Area are collectively referred to as the "Entrance Monument").

The cost of maintaining such easement and monument shall be borne equally between lot owners.

Section 4.11. Stormwater Drainage Easement. Declarant reserves over Lots an easement for drainage of stormwater runoff from the Lots and Public Roads within the Subdivision.

Section 4.12. Fences and Walls. No wooden fence, or brick or stone wall may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot. In the case of a corner Lot, no side yard fence shall be located nearer than the side of the house facing the side street line. No wooden fences, or brick or stone walls, greater than six (6) feet in height are permitted. Chain link or other metal fencing is not permitted, except that 2" x 4" metal mesh may be used with split rail fencing to contain animals or children within rear or side yards. Perimeter fencing shall not have more than fifty percent (50%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence. A wall constructed of brick or stone and used in lieu of a fence is exempt from the openness test.

Section 4.13. Signs. No signs of any kind may be displayed to the public view, other than the Entrance Monuments. No signs of any kind may be displayed to the public view on any Lot with the following exceptions which may not exceed five (5) square feet in size: (a) one sign (on the Lot only) advertising the Property for sale or rent; (b) one sign on the Lot only used by a builder to advertise the Lot during the construction and sales period; and (c) temporary political signs. These restrictions shall never apply to permanent Entrance Monuments or to temporary entry signs or advertising by Declarant, or for sale signs installed by Declarant or its agents prior to the sellout of the Subdivision.

Section 4.14. Antennas; Satellite Dishes or Discs. No radio or television transmission or reception towers, antenna, satellite dishes or discs shall be erected or maintained on any Lot, except that one (1) dish or disc not exceeding one (1) meter in diameter or diagonal measurement for receiving direct broadcast satellite service ("DBS") or multi-point distribution services ("MDS") may be erected and maintained on each Lot. No roof-mounted antenna, dishes or discs shall be permitted on any Lot if adequate broadcast reception can be obtained without mounting such equipment on the roof of the house; provided, however, that if such roof-mounted equipment is required, no antenna or related structures may be mounted on masts exceeding twelve (12) feet in height above the highest roof line ridge of the house. Any dish, disc, or antenna (with associated mast) shall be reasonably camouflaged and screened from view from Lake Keowee and the Public Roads, and shall not be located in the area between the street right-of-way line and the minimum building setback lines applicable to the Lot. In cases where an

antenna wire does not require the use of a mast, such wire must be camouflaged by landscaping or some other means to reduce its visual impact.

Section 4.15, Lot Maintenance: Trash Disposal. Each Owner shall keep his Lot in a clean and orderly condition and shall keep the Improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. No clothes line may be erected or maintained on any Lot. No Lot shall 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 any Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.

Section 4.16, Off-Road Parking: Off-Water Boat Storage. Each Lot Owner shall provide a concrete or asphalt driveway prior to the occupancy of any dwelling constructed on the Lot that provides space for parking two automobiles off the Public Roads. No truck or commercial vehicle in excess of one-ton load capacity, or any vehicle under repair, wrecked or junked motor vehicle shall be parked upon or permitted to remain on any Lot or Common Area, or other portion of the Property. No trailer, recreational vehicle, camper or boat shall be used as a residence, either temporarily or permanently. No trailer, recreational vehicle, camper or boat shall be parked upon or be permitted to remain on any Lot or upon any Public or Private Road right of way for a period exceeding twenty-four (24) hours, unless such is parked within a permitted garage with closed doors except for ingress and egress. All trucks, trailers, campers, motor homes and recreational vehicles must have a current license plate affixed. All automobiles must have a current license plate affixed and must be parked in a carport, enclosed garage, or on a concrete or asphalt driveway.

Section 4.17, Sewage Disposal. Every dwelling erected on any Lot shall be served by an approved Septic System for the disposal of sewage, or connected to a private or public sewage disposal system. All Septic Systems or other private sewage disposal systems shall be approved by, and constructed and maintained in accordance with all the regulations and requirements of all applicable governmental authorities and regulatory agencies. Declarant does not make any representations regarding the future availability of municipal sewer service.

Section 4.18, Public Water System: No Wells. Declarant shall construct a water system in order to provide water supplies necessary to serve the Subdivision (the "Water System"). All water mains and pipes and other equipment necessary for the operation and maintenance of the Water System shall be located within the Utility Easements described in the covenants or within public road rights-of-way. Upon its completion, the Water System and all mains, pipes, equipment and other personal property which is part thereof, shall become the property of Seneca Light and Water Plant, a public utility company duly licensed and operating under the authority granted by the South Carolina Department of Health and Environmental Control. The Water System shall be the sole source of potable water for the Subdivision, and no well may be dug or constructed on any Lot for the purpose of providing domestic water supply.

Section 4.19, Nuisances. No noxious or offensive trade or activity shall be carried on or upon any Lot or in any residential dwelling, nor shall anything be done thereon which may be or

become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any Lot 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 of any kind shall be raised, bred, or kept on any Lot or in any residential dwelling with the exception of dogs, cats, or other household pets, which may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. No more than three (3) household pets shall be kept or maintained per Lot, except for newborn offspring of such household pets that are under nine (9) months in age.

Section 4.20. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other Improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The exterior of all houses and other structures must be completed within one (1) year from the date of commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities. Once construction begins on a Lot, if construction activity stops for more than sixty (60) days, the Declarant or Board of Directors shall receive written notice concerning the reason(s) that construction has stopped and written assurances from the Owner as to when construction shall resume and be completed. No construction materials of any kind may be stored within forty-five (45) feet of any Public Road curbs on any Lot. Any damage to any Public Roads, curb or sidewalk or any utility system caused by an Owner or any builder shall be repaired by such responsible party. If such responsible party fails to repair such damage, Declarant may make or provide for such repairs, and the responsible Owner shall immediately reimburse the repairing party for its out of pocket expenses in making such repairs. The Owner of each Lot and any builders shall at all times keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of Improvements on the Lots and Public Roads. Declarant and each Owner or builder shall, consistent with standard construction practices, keep all portions of the Lots and Public Roads free of unsightly construction debris and shall at all times during construction either provide dumpsites for the containment of garbage, trash or other debris which is occasioned by construction of Improvements on a Lot, or take other measures consistent with standard construction practices necessary to keep the Lot and Public Roads free of such garbage, trash, or other debris. Each Owner and any Owner's builder and each Owner shall be responsible for erosion control protection during any earth-disturbing operation, as described and defined in the "Erosion Control Practices" attached as Exhibit "A" and incorporated herein by reference.

Section 4.21. Removal of Trees and Other Vegetation. All trees, shrubs and ground cover within the Lake Buffer Area are considered to be "protected" vegetation in that cutting and clearing generally is not permitted therein without the prior written consent of Declarant. 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 ground covers may be planted.

"Mature trees" inside the Lake Buffer Area may not be cut down or otherwise removed without the specific written approval of the Declarant. For purposes of this Declaration, "Mature trees" shall mean all evergreen or deciduous trees with a caliper of four (4) inches or greater.

Furthermore, in the event that trees, shrubs or ground cover are completely removed (as opposed to thinned) in connection with the improvement of any Lot, such cleared portions of the Lot shall be covered with grass or shall be landscaped with plants, shrubs, trees, mulch, wood chips, pine needles and/or similar landscaping Improvements. However, grass cannot be planted inside the Lake Buffer Area.

Declarant hereby reserves the right and easement benefiting Declarant to go upon any Lot or other portion of the property to replant or order the replanting of any trees, shrubs or other vegetation removed within the Subdivision in violation of the terms of this Section. If Declarant or the Association exercises its easement rights pursuant to the terms of this Section, the Owner of the nonconforming Lot shall reimburse Declarant within five (5) business days following the submission of an invoice for any costs or expenses incurred by Declarant. The exercise or non-exercise of the easement rights contained in this Section shall be subject to the discretion of the Declarant and Declarant shall not have the obligation to exercise such rights.

Declarant shall have the authority but not the obligation, in their sole discretion, to levy a Special Individual Assessment against an Owner who cuts, damages, or removes any trees, shrubs or other vegetation on any part of the Common Areas, the Lake Buffer Area of their Lot or any other Lot contrary to the above provisions.

Section 4.22. Marine Toilets. No watercraft 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 Lot Owner's dock or piers.

Section 4.23. Docks, Piers and Boat Houses. Duke Energy Corporation controls access to, use of, and water levels in Lake Keowee. Any Owner must receive permission from Duke Energy Corporation (or a successor manager of Lake Keowee under authority from the Federal Energy Regulatory Commission ["FERC"]) prior to placing or constructing any pier, structure or other Improvement within or upon, or conducting any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of Lake Keowee. Declarant makes no oral, express or implied representation or commitment as to the likelihood of any Owner obtaining such permission, nor as to the continued existence, purity, depth or levels of water in Lake Keowee, and Declarant shall have no liability with respect to these matters. Construction of any such Improvements is also subject to the recorded restrictions and easements affecting the Lot.

Any waterfront Improvement shall have a low profile and open design to minimize obstruction of neighbors' views. Enclosed docks or boat houses will not be allowed either on the water or within the Lake Buffer Area. Roof-covered docks are allowed provided that such docks are one level, do not exceed more than twenty-five (25) feet in height and are not enclosed. Two-level or multi-level docks are not permitted.

The placement, construction, or use of the piers, boat slips, and of any other pier, dock, boat slip structures or other Improvements within or upon, or the conducting of any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of Lake Keowee, is and shall be subject to each of the following:

- 4.23.1 easements, restrictions, rules and regulations for construction and use promulgated by the Declarant;
- 4.23.2 all laws, statutes, ordinances and regulations of all Federal, State and local governmental bodies having jurisdiction thereof, including without limitation, FERC; and
- 4.23.3 rules and regulations, privileges and easements affecting the Property and the waters and submerged land of Lake Keowee established by Duke Energy Corporation, its successors and assigns. Duke Energy Corporation is the manager of Lake Keowee under authority granted by FERC; its current management plan runs through August 31, 2016. As manager of Lake Keowee, Duke Energy Corporation controls access to, and the use and level of, the waters of Lake Keowee. All Owners, the Association, the Declarant and any builders must receive permission from Duke Energy Corporation (or a successor manager of Lake Keowee, under authority from FERC) prior to any alterations therein, including the construction and continued use and maintenance of any dock, pier, or boat slip.

No Owner of any Waterfront Lot shall construct a pier of any kind, boat mooring or any other structure outside the pier zone applicable to such Lot.

Section 4.24. Boat Ramps. Except as provided below, no boat ramps of any kind shall be permitted on any Lot, and no boat shall be placed in (or removed from) the waters of Lake Keowee from any Lot, provided however, small watercraft such as canoes, dinghies, jet skis and personal watercraft may be launched from any Lot if launched without a ramp. All other watercraft shall be launched from a public boat ramp outside the Subdivision. The existing boat ramp between Lots 8 and 12 shall be exempt from this provision, and a boat ramp may be constructed on Lot 4.

Section 4.25. Rights of Duke Energy Corporation. Duke Energy Corporation has certain privileges and easements affecting the Development which include the right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of Lake Keowee and its tributaries upon and over the Development, as more specifically described in the deed from Duke Energy Corporation to Declarant.

Section 4.26. Non-waiver. No delay or failure on the part of an aggrieved party 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 that party of any right available to the party upon the recurrence or continuance of said violation or the occurrence of a different violation.

ARTICLE V

DRAIN FIELDS

All septic drain fields must be in compliance to DHEC, and any existing field line disrupted with new lines must be repaired in compliance with DHEC regulations.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1. Enforcement. Declarant wishes to maintain a high standard in the appearance and quality of the Subdivision. Though damages would be difficult to measure, the failure of the Owners to abide by the terms, covenants and restrictions contained in this Declaration would result in irreparable damage to Declarant and its reputation. Accordingly, Declarant, as well as any Owner or Owners, shall have the right, but not the obligation, to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, condition, covenant, reservation, lien or charge, either to restrain violation thereof or to recover damages therefore. Each Owner and the Declarant shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration.

In addition, the Owners hereby covenant and agree that they shall exercise their power of enforcement hereunder in order to maintain a first class subdivision in appearance and quality, and that they shall, upon the request of Declarant, enforce any restriction, condition, covenant or reservation contained in this Declaration deemed by Declarant, in its sole discretion, to have been violated, using all remedies available to them at law or in equity. Failure by Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall not affect the balance of this Declaration, which shall remain in full force and effect.

Section 6.3. Amendment. The covenants, conditions, and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by Owners holding a majority of votes appurtenant to the Lots which are then subject to this Declaration; provided, however, that such amendment must be consented to by Declarant so long as Declarant is the Owner of any Lot in the Development. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record.

Notwithstanding anything in these covenants to the contrary, Declarant may, at Declarant's option, amend this Declaration without obtaining the consent or approval of any other person or entity. Declarant, without obtaining the approval of any other person or entity, may also make amendments or modifications hereto which are correctional in nature only and do

not involve a change which materially adversely affects the rights, duties or obligations specified herein.

Section 6.4. Term. The covenants and restrictions of this Declaration are to run with the land (unless otherwise specified herein) and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded; after which time the covenants and restrictions of this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots, plus Declarant, has been recorded, agreeing to terminate the covenants and restrictions in whole or in part. Provided, however, that the residential use restrictions set forth in this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them in perpetuity.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly authorized officer as of the day and year first written above.

WITNESSES

[Signature]

[Signature]

W.C. Land (SEAL)
W. C. Land

[Signature] (SEAL)
Beverly L. Land

Don L. Owens (SEAL)
Don L. Owens

Robert Dale Land (SEAL)
Robert Dale Land

Addie Marie Land (SEAL)
Addie Marie Land

Charles A. Bearden (SEAL)
Charles A. Bearden

Linda W. Bearden (SEAL)
Linda W. Bearden

[Signature] (SEAL)
Rick Thoennes, Marick Home Builders, LLC

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2010 JUL 30 A 8:46

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT

I, LARRY C. HENDRIX, a Notary Public for the state of South Carolina, do hereby certify that W. C. LAND, BEVERLY L. LAND, DON L. OWENS, ROBERT DALE LAND, ADDIE MARIE LAND, CHARLES A. BEARDEN, LINDA W. BEARDEN, and RICK THOENNES, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29th day of July, 2010.

[Signature] (LS)
Notary Public of South Carolina
My commission Expires: Aug. 12, 2012
PUBL
SOUTH CAROLINA

EXHIBIT "A"
TO
DECLARATION
FOR
BECKLAND ESTATES ON LAKE KEOWEE
EROSION CONTROL PRACTICES

(DIAGRAM TO BE INSERTED)

GENERAL EROSION CONTROL

1. EROSION CONTROL MEASURES SHALL BE PROVIDED FOR EACH LOT AS IT IS DEVELOPED.
2. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING THE EROSION CONTROL MEASURES FOR EACH LOT OWNED BY SUCH OWNER.
3. THE OWNER SHALL INSTALL A #5 WASHED STONE CONSTRUCTION ACCESS TO EACH LOT OWNED BY SUCH OWNER. ACCESS TO EACH LOT SHALL BE VIA THIS DRIVE ONLY. THE OWNER SHALL NOT ENCROACH OR ALLOW ANY ENCROACHMENT INTO THE UNDISTURBED GRASS AREA BETWEEN THE BACK OF CURB AND THE RIGHT-OF-WAY LINE WITH MATERIAL OR VEHICLES.
4. THE OWNER SHALL PROVIDE A MATERIAL STORAGE AREA ON EACH LOT OWNED BY SUCH OWNER. THIS STORAGE AREA SHALL BE ACCESSED ONLY FROM THE LOT OR THE CONSTRUCTION ACCESS DRIVE.
5. THE TYPICAL LOT EROSION CONTROL MEASURES SHOWN SHALL BE FIELD LOCATED AND ADJUSTED TO REFLECT THE FINAL GRADES AND ACTUAL FIELD CONDITIONS OF EACH LOT.
6. THE OWNER SHALL PROVIDE MAINTENANCE INSPECTIONS OF ALL LOT EROSION CONTROL MEASURES ON A DAILY BASIS AND AFTER RAINFALL. REPAIRS SHALL BE PERFORMED IMMEDIATELY.
7. THE OWNER SHALL AT ALL TIMES REMAIN COGNIZANT OF AND IN OBEYANCE WITH THE RESTRICTION PROHIBITING CLEARING, GRADING OR CONSTRUCTION OF ANY KIND WITHIN THE LIMITS OF THE LAKE BUFFER AREAS.

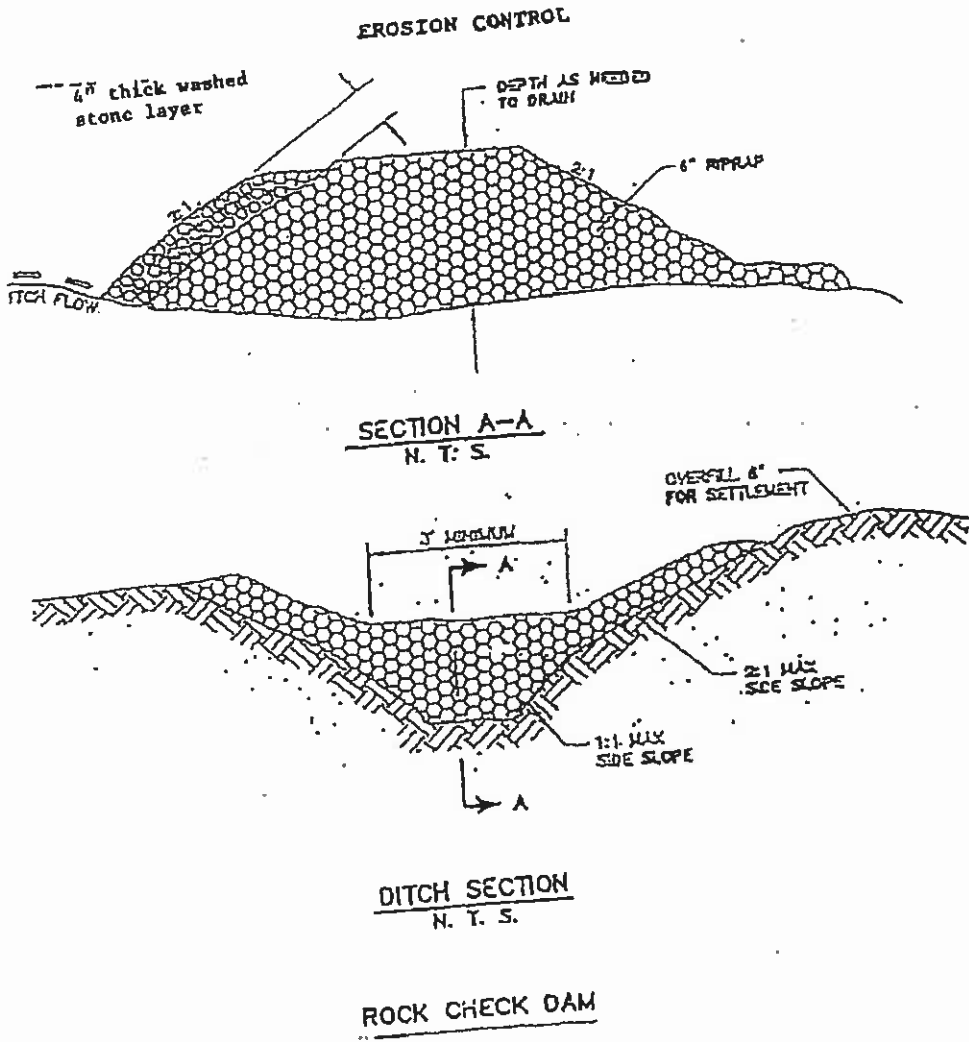
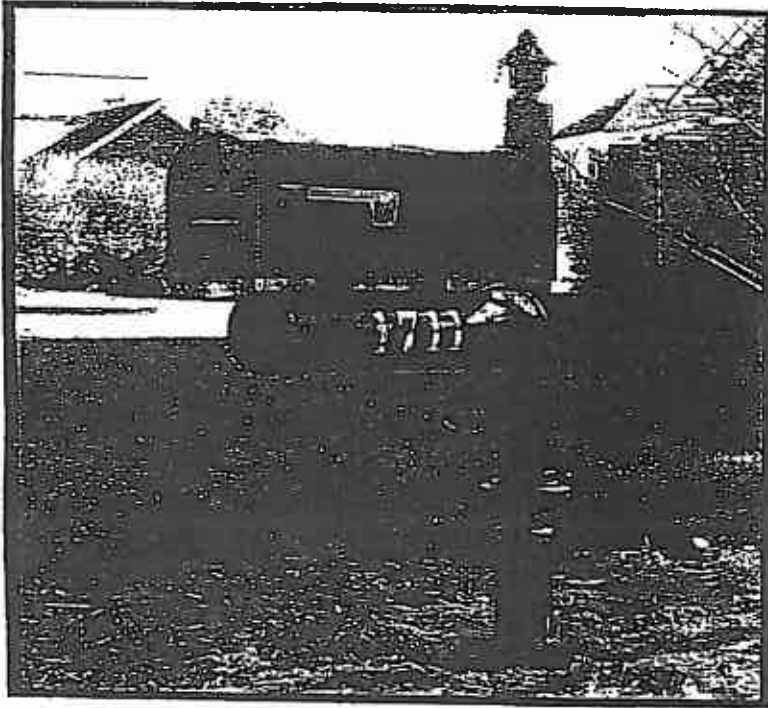


EXHIBIT "B"
BECKLAND
MAILBOX



The Lexington