



Doc ID: 004927580027 Type: DEE

BK 2263 PG 116-142

STATE OF SOUTH CAROLINA

Prepared by Merrell & Jahn, P. A.  
119B Professional Park Drive  
Seneca, SC 29678

COUNTY OF OCONEE

DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS,  
COVENANTS, AGREEMENTS, LIENS, AND CHARGES OF  
HARBOR POINT

*McWell*  
*33.00*  
*013272*

This Declaration made this the 28th day of April, 2017, by:

Harbor Point Developers, LLC,  
A South Carolina Limited Liability Company,  
Hereinafter termed, "Declarant"

W I T N E S S E T H :

2017 APR 28 P 1:29

FILED OCONEE COUNTY, SC  
ANNA K. DANSON  
REGISTER OF DEEDS

WHEREAS, Declarant is the owner of a certain tract or parcel of land and as is more particularly described by that plat of survey by James W. Capps, PLS #14805 of CBS Survey & Mapping, Inc., completed April 18, 2017, together with any revisions thereto and filed for record on April 18, 2017 in Plat Book B585, Pages 1-8, with revisions recorded On April 25, 2017 in Plat Book B587, Pages 1-8 records of Oconee County, SC, reference to which is made hereby for incorporation herein; and

WHEREAS, it is the desire and intention of Declarant to sell the above described real property and any property annexed hereto by a set of Supplemental Restrictions and to impose upon it mutual beneficial restrictions, conditions, easements, covenants, agreements, liens, and charges under a general plan or scheme of improvement for the benefit of all the said lands and future owners of said lands;

NOW, THEREFORE, Declarant declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges, all of which are declared and agreed to be in furtherance of a plan for subdivision improvements 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 real property and every part thereof, all of which shall run with the land, be appurtenant thereto and shall be binding on all parties having acquired any part thereof.

I. DEFINITIONS.

The following terms as used in this Declaration and Supplemental Declaration of Restrictions are defined as follows:

- (a) "Articles" means the Articles of Incorporation of the Association.
- (b) "Association" shall mean or refer to Harbor Point POA, Inc.
- (c) "Board" means the Board of Directors of the Association.
- (d) "Bylaws" means the Bylaws of the Association.
- (e) "Declarant" means Harbor Point Developers, LLC or its successors and/or assigns.
- (f) "Declaration" means this Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens, and Charges, and any amendments thereto.
- (g) "Developer" means Harbor Point Developers, LLC, or its successors and/or assigns.

- (h) "Development" means all real property situate in Oconee County, South Carolina, in the aforementioned plat of survey and all other property which may be annexed thereto as provided herein.
- (i) "Owner" means any person, firm, corporation, trust or other legal entity, including Developer, who holds fee simple title to any lot.
- (j) "Supplemental Declaration" means any Declaration filed for record in Oconee County, South Carolina, subsequent to the filing of record of this document; or in the event of real property being annexed to the Development, the recorded Supplemental Declaration 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 the Development subject to the provisions of this Declaration and shall designate the permitted uses of such property.
- (k) "Improvements" means all buildings, out-buildings, streets, roads, driveways, parking areas, fences and retaining walls and other walls, poles, antennae, and other structures of any type or kind.
- (l) "Lot" means any numbered or unnumbered lot or parcel of land within the Development as shown on a registered plat of survey.

## II. PRINCIPAL USES

This Declaration shall designate the principal uses of lots which are more particularly described on the aforementioned plat of survey, which are made subject to this Declaration. If a use other than that set out herein is designated, the provisions relating to permissible uses may be set forth in a Supplemental Declaration. The provisions for residential use of a lot are set forth below:

Residential Dwelling

Except that as to those areas which may be designated on a plat or otherwise for a common enjoyment and LOT 19, lots in the subdivision shall be used for single family dwelling purposes only and shall not be higher than two (2) stories exclusive of basements. Once the single family dwelling has been completed or being constructed simultaneously, a guest house may be built if constructed in a complimentary style and material to the main family residence. Residences may be rented short or long term by owners without approval of the declarant or property owner's association with the understanding that rental guest of the homeowners will respect common areas and any damage caused to common areas by rental guest can be passed on to the homeowner the property.

Roof

All roofs must have a minimum pitch of 5/12. Roofing on all buildings shall be either natural slate, wood shake, asphalt or fiberglass shingle, with standing seam, coated steel (tin roof) or concrete shingles.

Minimum Use

The footprint of single story, single-family dwellings shall be a minimum of 1,800 square feet of fully enclosed heated living area on the ground floor for homes with frontage on Lake Keowee. For Homes that do not have frontage on Lake Keowee the minimum shall be 1,400

square feet. If a home is greater than one level the main floor shall include a minimum of 1,200 square feet for a home with frontage on Lake Keowee and for homes that do not have frontage on Lake Keowee that have greater than one level the main level should include a minimum of 1,000 square feet. A guest house may be built containing a minimum of 700 square feet. Garages must be connected to the house or accessed by a covered breezeway, covered walkway or enclosed walkway or same roof line. Garages can contain additional living space on a second level and this will not constitute a guest house. Garages and Guest House defined in this section must be constructed in the same manner as the main home. ("Living area" as used in this instrument excludes basements, seasonal porches, breezeways, garages, living area in garage buildings, decks and the like.) Necessary parking shall be provided by each individual lot owner in a manner that will not obstruct road traffic.

#### Temporary Structures and Vehicles

Except as expressly provided herein, no house trailer, mobile home, modular home, camper, tent, commercial vehicles, travel trailer, and/or other temporary type residence shall be placed or located upon any lot, and no boat, houseboat or watercraft docked or moored upon the waters of Lake Keowee in the immediate vicinity of the property, access to which is provided through or from the property or any lot shall be used at anytime as a residence; provided that an owner or building contractor may reside in a travel trailer as temporary shelter during the period of construction of any residential dwelling

on the lot. Temporary shelter placed and maintained during a period of construction may be utilized for residential purposes and for supervision of the construction project for a period not to exceed one (1) year from the date of commencement of construction.

Upon completion of construction of a residential dwelling, an owner may park any travel trailer(s) or camper upon said lot for storage purposes and not for residential purposes within a storage building.

Residential Dwellings - Permissible Materials & Limitations of Colors

All garages and other permanent structures, such as storage rooms, retaining walls, etc., shall be built of similar or complimentary materials. No cinder block, cement, solite block, vinyl siding, T1-11 or asphalt shingle side, imitation brick and stone roll siding and the like shall be permitted for the finished exterior of any structure except for masonry foundations which must be covered with brick or natural or manufactured stone veneer, or sealed, parged and painted to conceal block joints; however poured foundations with brick simulations shall be acceptable.

Homes will be limited in exterior colors to EARTH TONES

Construction Material Storage

All construction material placed upon any lot shall be assimilated so as not to interfere with the use and enjoyment of appurtenant lots thereto.

In the event that an owner temporarily terminates construction of a residential building on or before the requisite one (1) year construction period as herein provided, all small building materials must be stored inside the structure and all large materials must be covered beside and behind the structure during this period of time.

#### Junk Cars and Appliances

No unlicensed, unused, discarded, or salvaged motor vehicle or any part thereof and no unusable or salvaged household appliances, or parts thereof, shall be placed or left anywhere on any lot outside of any enclosed building or on the right-of-way of any subdivision road.

#### No Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. All lots shall be kept free of accumulations of brush, trash, junk building materials, inoperable automobiles and vehicles or other unsightly things and growth of grass above eighteen inches. After fourteen (14) days written notice to the owner, sent to the address contained in the list maintained by the Association, the Association reserves the right of entry for the purpose of clearing away any such violations, assessing the cost thereof against the owner and such assessments shall be enforceable against the owner as other liens herein provided for. The Developer shall not be required to comply with these provisions by anyone until all development work has been

completed and the common properties, if any, deeded to the Association.

Signs

No signs may be placed on any lot except a sign displaying the property address without approval of the declarant or the property owner's association, with the exception of identification or permit boxes used for construction. For sale signs are permitted with approval from the Declarant or the Homeowners Association.

Fences

Only wood rail fences will be allowed and shall not exceed 6' feet in height, must be aesthetically pleasing and built in a professional manner and must be of natural colors or earth tones. However in the event that standard privacy fence obstructs the homeowners' view of the lake, decorative aluminum rail fence may be used. Chain link fence or similar products are expressly prohibited.

Refuse Disposal and Concealment of Fuel  
Storage Tanks Trash Receptacles

Owners shall enclose any fuel storage tank on any lot so as to render it invisible from any street, adjoining water, or other common area, if any, within the subdivision.

Owners shall not allow accumulation of refuse or garbage on any lot except in a concealed receptacle.



Septic Tanks

Prior to the occupancy of any residence on any lot, a proper and suitable septic tank and accompanying system shall be installed on such parcel for the disposal and treatment of all sewage. No sewage shall be emptied or discharged into any marsh, stream, or ravine, or upon the surface of the ground. No sewage disposal system shall be permitted or used on any lot unless said system is located, constructed and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority, and approval of said system shall be obtained from said authority prior to occupancy of any dwelling on any lot.

Maintenance of Lots

It shall be the responsibility of each owner to prevent the development of any unclean, unsightly, or unkempt condition(s) of building or grounds on such lot, which shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area. Excavation and landscaping of a lot shall conform to approved practices of the appropriate county or state agency having jurisdiction over such matters.

In the event of failure of owner to maintain the lot and/or the improvements thereon in good condition the Association may make such repairs and perform such maintenance as may be necessary for the general benefit of the remaining owners. The cost thereof shall be

assessed against the owner and such assessment shall be enforced as other liens herein provided.

Animals

No livestock, swine, goats, horses, ponies, mules or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats and other household pets are permitted so long as they are kept within the lot boundary lines and not raised for commercial purposes.

Dangerous Substances

Owner shall not store or permit to be stored any toxic chemicals, wastes, or pesticides on any lot.

Lot Subdivision

No lot may be subdivided or re-subdivided once conveyed by the Declarant. The Declarant reserves the right to re-subdivide or re-configure any of its unsold lots or enlarge by merger or by adding additional land outside of the subdivision to any of its unsold lots or to add additional lots to the subdivision, provided, that any such action by the Declarant is consistent with the existing caliber of the community. If two or more adjoining lots are acquired by the same owner, no part or parts of said lots shall be conveyed by said owner unless each lot being conveyed and each lot being retained is in compliance with all of these restrictions and covenants.

Provided, however, that an entire lot may be conveyed at the same time to two (2) or more adjoining lot owners, with each of the grantees receiving a portion of the lot, so that the lot so conveyed ceases to exist as a separate lot. Where portions of a lot are conveyed to one or more adjoining lot owners for the purpose of merging such portion of that lot with an existing lot, each portion so conveyed shall not be deemed a separate lot and building site, but shall be considered an addition to the lot of the acquiring land owner.

#### Setback Restrictions

With regard to setback lines, no residence or other building shall be constructed closer than 10 feet from any interior (SIDE) lot boundary line. Additional setback restrictions as set forth by Duke Power Company or the other governing authorities are superior. Lots with no water frontage on Lake Keowee will have a back line (non-road side) setback of 25 feet no residence or other building shall be constructed closer than 25 feet from the back line

#### Storage Buildings

One outside storage building per house that conforms to the standards of construction of the subdivision may be erected.

Underbrushing & Mature Trees

In the event trees, shrubs, or ground covers are removed from the property or any lot outside the shoreline setback in connection with the improvement of any lot or the property, at least fifty percent (50%) of the area cleared of such vegetation (excluding built-upon area) shall be replaced with grass or other vegetative cover shall be maintained by the owner of the lot or the property.

Attention should be paid to Duke Power Requirements on the 804 contour line and any governing authority in regards to vegetation removal.

DOCKS

The only roof color that will be allowed is Burnished Slate and Antique Bronze. Materials in which docks are constructed will not be limited by the association. If a dock does not have a roof there is no color or material requirement.

Common Area & Easements

Owners should be aware of easements for drainage, septic lines, water lines and other utilities shown on the recorded plat and understand that those areas can be accessed for those purposes.

Owners should have the same rights and privileges to common areas, with the exception of Common Area 1.

Common Area 1 shown on the plat is to be used for off-site septic areas for lots that correspond to their assigned area with the addition of the letter A. Example in Common Area 1 the area labeled 32A will serve as an offsite septic area for lot 32. The unassigned area in Common Area 1 can also be used as septic if needed.

#### Common Area - Boat Storage

The boat storage area will be limited to storage of trailered boats or other watercraft. Trailers for boats and other watercraft will be allowed. Storage of RVs, 4x4s and any other item besides boats is not allowed.

### III. RIGHTS-OF-WAY AND EASEMENTS

The Declarant reserves unto itself, its successors, and assigns a perpetual, alienable, releasable, and non-exclusive road and utility right-of-way for purposes of ingress, egress, regress and utilities over, on, and across all roadways, whether existing or not, shown on any recorded plat of said subdivision for the benefit of properties now owned or hereafter acquired by Declarant. Declarant further reserves the right to grant said right-of-way unto additional properties owned by third parties in its sole discretion. Unless otherwise shown on a conveyance or plat, said road and utility right-

of-way shall be 50 feet in width, 25 feet on either side of the centerline of the roadway.

Said road and utility rights-of-way are for the benefit, use and enjoyment of the owners and their heirs, successors, and assigns, and every conveyance of the lands herein restricted shall be deemed to be subject to said easements while conveying to the Grantee under said conveyance a similar right appurtenant to his lands to the benefit, use, and enjoyment of said easements in common with the undersigned Declarant, its successors, and assigns, said road and utility right-of-way and easement to provide access to the State maintained road.

#### IV. PROPERTY OWNERS ASSOCIATION

##### Membership Covenant

All owners of lots in this subdivision shall become members of the Association upon the execution, delivery, and recordation of a deed of conveyance of title to any lot or lots at the office of the Register of Deeds of Oconee County, South Carolina.

Each owner of a lot subject to these covenants and restrictions shall maintain one (1) membership per with the exception of lot owners that own multiple lots will only receive a membership for each lot for which they are paying assessments.(see Assessments Section Two). All lot owners shall abide by the Bylaws of the Association as may be amended from time to time and further agree to pay to the Association an annual maintenance charge as hereinafter set forth.

Assessments

SECTION ONE

Purpose for Assessments. The Developer and its successors in interest, including the Association as herein provided shall, pursuant to these Declarations, have the power to levy assessments as herein provided for the purpose of financing the operations of the Association and maintaining roads, common areas and other improvements for services within or for the benefit of subdivision lots, including roads and/or utility easements of the subdivision in accordance with the formula herein set forth.

SECTION TWO

Creation of Lien and Personal Obligation for Assessments. Each lot is and shall be subject to a lien and permanent charge in favor of the Developer or the Association in the event of transfer by the Developer to the Association of any and all rights and responsibilities it has under and pursuant to the terms of this indenture for the annual and special assessments set forth in Section Two and Three of this Article IV. Each assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the lot or lots against which it relates and shall also be the joint and several personal obligation of each lot owner at the time the assessment becomes due and payable and upon such owner's successor in title if unpaid on the date of the conveyance of the lot. Each and every owner covenants to pay such amounts to the Association when the same shall become due and payable. The purchaser of a lot at a

judicial or foreclosure sale shall be liable only for the assessments due and payable after the date of such sale. Purchasers of multiple lots within the subdivision shall pay only one (1) annual assessment unless their lot ownership is greater than three (3) lots. For each lot the purchaser owns over three (3), each additional lot shall be due an additional assessment.

### SECTION THREE

Annual Assessments. No later than December 1 of each calendar year the Developer or the Association, as assignee of any and all rights and responsibilities of Developer, shall establish the annual assessments based upon the following considerations: (1) the cash reserve, if any, on account with a lending institution as created for the benefit of the lots of the subdivision; (2) the expenditures devoted to the benefit of the subdivision lots during the immediately preceding twelve (12) month period; and (3) the projected annual rate of inflation for the forthcoming year foreseeable for the county in which the land subject hereto is situate as determined by review of information available to any person, firm, or corporation by any governmental agency, lending institution or private enterprise which provides such statistical data upon request; provided that in any event the minimum annual assessment for 2017 on each lot shall be \$485.00 Dollars. In the event a lot owner desires to construct a residence on his or her lot there will be a \$2,500.00 deposit due to the association and will be designated to the road fund. Once construction is completed the homeowner can request refund of \$1,250.00 upon inspection of road conditions. If road damage due to



construction occurs the lot owner will be responsible for restoring the road to its original condition. In addition to the annual assessment there will be an annual Road Maintenance Assessment of \$100.00 per lot that will be designated to roads fund. Once a lot owner has constructed a residence on the property, the Road Maintenance Assessment for such improved lot shall be \$300.00 per year. In addition to the assessment, herein stated, upon a purchase of a lot whether from declarant or subsequent lot owner the purchaser of the lot shall pay a road impact fee of \$500.00. The initial road impact fee of \$500.00 which is paid at closing of lot from the declarant to lot owner, shall be paid to the declarant. All subsequent Road Impact fees after the initial sale from declarant shall be paid to the association and designated to the road fund. This assessment will not be prorated. Provided, however, a conveyance by a lot owner to a family trust or legal entity controlled by the lot owner is exempt from this road impact fee.

Notwithstanding anything to the contrary contained in the foregoing or elsewhere in this Declaration, Declarant/Developer shall be exempt from all assessments relating to any lot or tract owned by Declarant/Developer or assigns by the Declarant/Developer. The Declarant/Developer reserves the right to convey remaining un-conveyed property on one occasion to a bundled lot purchaser and these lots will be exempt from all but an assessment for one lot until such time a lot is subsequently conveyed by the bundled lot purchaser. All remaining lots in the bundle will still be exempt from assessments

over one lot. Assessments will apply to a lot once it is conveyed by the bundled lot purchaser.

Developer, or the Association as assignee of the Developer as herein provided, shall give written notice to each owner of each lot the annual assessment fixed against each respective lot for such immediately succeeding calendar year.

The annual assessments levied by the Developer or the Association as herein provided shall be collected by Developer or the Treasurer of the Association as provided in Section Five of this Article IV.

The annual assessments shall not be used to pay for the following expenses.

- (a) Casualty insurance of individual owners for their lots and improvements thereon or for their possessions within any improvement thereon, any liability insurance of such owner insuring themselves and their families individually, which insurance coverage shall be the sole responsibility of the owner(s);
- (b) Telephone, gas, sewer, cable television, or electrical utility charges for each lot which expense shall be the sole responsibility of each respective lot owner; and
- (c) Ad valorem taxes for any lot, improvement thereon, or personal property owned by owner of any lot.

#### SECTION FOUR

Special Assessments. In addition to annual assessments, the Developer, or the Association as assignee of the Developer as herein provided, may levy in any calendar year, special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay expenses and for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or

replacement of improvements on any lot or appurtenances thereto; provided, however, that any such special assessment by the Association shall have the assent of the majority of the votes represented, in person or proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such expenditure(s), written notice of which shall be sent to all lot owners not less than ten (10) days nor more than sixty (60) days in advance of such meeting, which notice shall set forth the purpose of the meeting. Any special assessments shall be fixed against the specific lot or lots for which expenditure is appropriated. The period of the assessment and manner of payment shall be determined by the Board of Directors of the Association.

#### SECTION FIVE

##### Date of Commencement of Annual Assessments - Due Dates.

Assessments are due in annual installments on or before January 1 of each calendar year, or in such other reasonable manner as the Developer or the Board of Directors of the Association as designee of the Developer by and through its Treasurer shall designate.

The annual assessment(s) provided for in this Article IV shall, as to each lot, commence upon either the execution and delivery of or the recordation of a deed of conveyance, whichever in time first occurs ("commencement date".)

The first annual installment for each such lot shall be an amount (rounding the sum to the nearest whole dollar) equal to the annual payment by the number of days in the current annual payment period

divided by the number of days in the current annual payment period and multiplied by the number of days then remaining in such annual payment period.

The Developer, or the Association as assignee of Developer, shall upon demand at any time, furnish any lot owner liable for any such assessment a certificate in writing setting forth whether the same has been paid. A reasonable charge may be made for the issuance of any certificate. Such certificate shall be conclusive evidence of any payment of any assessment therein stated to have been paid.

#### SECTION SIX

Effect of Non-payment of Assessments, the Personal Obligation of the Owner; the Lien; Remedies of Developer and/or its Assignees, including the Association. If an assessment is not paid on the date when due as hereinabove provided, then such assessment, together with any interest thereon and any cost of collection, including attorney fees as hereinafter provided, shall be a charge and continuing lien on the respective lot to which it relates and shall bind such property in the hands of the owner, his heirs, legal representatives, successors, and assigns for payment thereof. The personal obligation of the then owner to pay such assessment and related costs shall remain his personal obligation and if his successor in title assumes this personal obligation, such prior owner shall nevertheless remain as fully obligated as before to pay the Developer or its assignee any and all amounts which said lot owner was obligated to pay immediately preceding the transfer of title thereto; and such prior lot owner and his successor in title who may assume such liability shall be jointly

and severally liable with respect thereto, notwithstanding any agreement between such lot owner and his successor in title creating the relationship of principal and surety as between themselves other than one by virtue of which such prior lot owner and his successor in title would be jointly and severally liable to make any lot assessment payment.

Any such assessment not paid by the 15th day of March as herein set forth within which such assessment is due, shall bear interest at the rate of eight (8%) percent per annum from such date (delinquency date) and shall be payable in addition to the basic assessment amount then due and payable.

The Developer or its assigns, including the Association, may institute legal action against any owner personally obligated to pay any assessment or foreclose its lien against any lot to which it relates or pursue either such course at the same time or successively. In such event the Developer or its assigns, including the Association, shall be entitled to recover attorney's fees actually incurred but not exceeding fifteen (15%) percent of the amount of the delinquent assessment and any and all other costs of collection, including, but not limited to, court costs.

By the acceptance by owner of a deed or other conveyance for a lot in the subdivision, vests the Developer or its assigns, including the Association as herein provided, the right and power to institute all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in appropriate proceeding at law or in equity.

The Developer and its assigns, including the Association as herein provided, shall have the power to bid on any lot at any foreclosure sale and to require, hold, lease, mortgage, and convey any lot purchased in connection therewith.

No owner shall be relieved from liability from any assessment provided for herein by abandonment of his lot or lots.

#### SECTION SEVEN

Subordination of the Charges and Liens to Mortgages Secured by Promissory Notes. The lien and permanent charge for the annual and any special assessment together with interest thereon and any costs of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any mortgage placed on any lot if, but only if, all assessments with respect to any such lot having a due date on or prior to the date of such deed of trust is filed for record have been paid in full. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such lien of mortgage is filed for record prior to the satisfaction, cancellation or foreclosure of such lien of deed of trust or sale or transfer of any mortgaged lot pursuant to any proceeding in lieu of foreclosure or the sale under power contained in any deed of trust.

- (a) Such subordination procedure is merely a subordination and not to relieve any lot owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is a lot owner; shall not relieve such property from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished as a result of such subordination or against the beneficiary of the lien of a

deed of trust or his assignees or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by power of sale); and no sale or transfer for such property to the beneficiary of the lien of any deed of trust or to any other person pursuant to a foreclosures sale, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such lot of any personal obligation, or relieve any subsequent lot owner from liability for any assessment coming due after such sale or transfer of title to a subdivision lot.

- (b) Notwithstanding the foregoing provision, the Developer or its assigns, including the Association as herein provided may, in writing at any time, whether before or after any lien of deed of trust is placed upon a subdivision lot, waive, relinquish or quitclaim in whole or in part the right of Developer or its assigns, including the Association as herein provided, to any assessment provided for hereunder with respect to such lot coming due during the period while such property is or may be held by any beneficiary of the lien of any deed of trust pursuant to the said sale or transfer.

#### SECTION EIGHT

Exempt Property. Each lot shall be exempt from the assessments created hereunder until the execution and delivery of a deed from the Developer, its successors and/or assigns in interest to an owner making the lot conveyed subject to these Declarations.

#### V. REMEDIES FOR VIOLATIONS, AMENDMENTS TERMS, AND MISCELLANEOUS PROVISIONS

##### Enforcement

These Covenants, Restrictions, Easements, Reservations, Terms, and Conditions shall run with the land and shall be binding on all parties and all persons claiming under them.

Enforcement of these Covenants, Restrictions, Easements, Reservations, Terms, and Conditions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Either the undersigned Developer, or any successor in title to the undersigned Developer, or any owner of any property affected hereby may institute such proceedings.

Amendment

These Covenants, Restrictions, Easements, Reservations, Terms and Conditions may be altered, amended, or repealed at any time by filing in the office of the Register of Deeds of Oconee County, South Carolina, an instrument setting forth such annulment, amendment or modification, executed by either the Developer or its assigns and/or successors in interest any time during which it owns of record lots in the Development subject to this Declaration or Declarant is an owner of adjacent properties which it intends or has intention to subdivide or, in the alternative, by the owner or owners of record as set forth on the records in the office of the Register of Deeds of Oconee County, South Carolina at any time of the filing of such instruments by consent in writing of seventy-five (75%) percent of the owners of lots subject to these restrictions.

Invalidation

Invalidation of any one of the provisions of this instrument by a Judgment or Order of a court of competent jurisdiction shall in no



wise affect the validity of any of the other provisions which shall remain in full force and effect.

Developer's Obligation(s)

In this instrument, certain easements and reservations of rights have been made in favor of the undersigned Developer. It is not the intention of the undersigned Developer in making these reservations and easements to create any positive obligations on the undersigned Developer insofar as building or maintaining roads, water systems, sewage systems, furnishing garbage disposal, beginning and prosecuting a lawsuit to enforce the provisions of this instrument, or of removing people, animals, plants, or things that become offensive and violate this instrument. Where a positive obligation is not specifically set forth herein, none shall be interpreted as existing as it relates to the Developer.

Term

The provisions of this Declaration shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are filed for record at the office of the Register of Deeds of Oconee County, South Carolina at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless prior to the beginning of such ten (10) year period an instrument signed by the then owner(s) of seventy-five (75%) percent of lots subject to this Declaration agreeing to terminate, amend, or modify

these Restrictions shall have been recorded in the office of the Register of Deeds of Oconee County, South Carolina.

Governmental Regulations

The property herein described and lots subdivided therefrom, in addition to being subject to this Declaration, are conveyed subject to all present and future rules, regulations, and resolutions of the County of Oconee, State of South Carolina, if any, relative to zoning and the construction and erection of any buildings or other improvements thereon.

Notices

Any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner of record(s) of the Association at the time of such mailing.

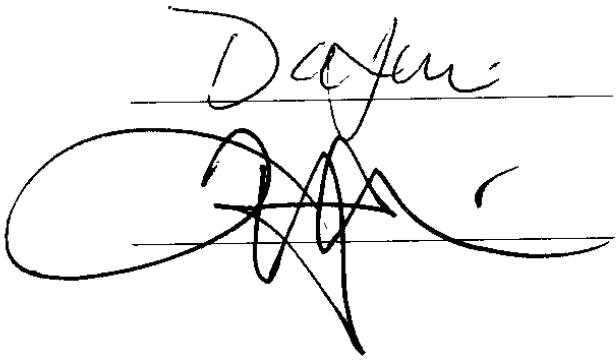
Assignment

The Developer may assign any and all rights and responsibilities it has under the terms of this Declaration.

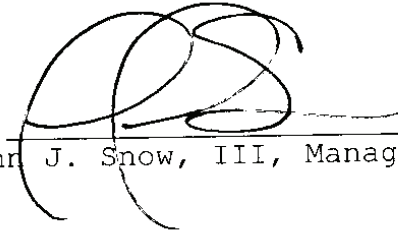
Supplemental Declarations and Annexation

Developer/Declarant reserves the right to annex additional properties to the terms and conditions of these restrictions by the recordation of a Supplemental Declaration subjecting said properties to these Declarations.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Managers, the day and year first above written.



Harbor Point Developers, LLC

By:   
John J. Snow, III, Manager

STATE OF SOUTH CAROLINA

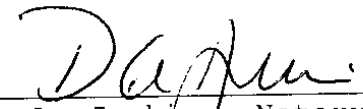
COUNTY OF OCONEE

**FILED OCONEE COUNTY, SC**  
**ANNA K. DAVISON**  
**REGISTER OF DEEDS**  
**2017 APR 28 P 1:29**

I, D. A. Jenkins, a Notary Public of the aforesaid state and county, do hereby certify that JOHN J. SNOW, III, Manager of Harbor Point Developers, LLC, a South Carolina Limited Liability Company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

WITNESS my hand and Notarial Seal this 28<sup>th</sup> day of April, 2017.

My Commission expires:

  
D. A. Jenkins, Notary Public  
April 17, 2018