

WHEREAS, Crescent Resources, LLC, a Georgia Limited Liability Company, recorded easements, conditions, restrictions, prohibitions, and covenants in Deed Book 1015, Page 254, with the Register of Deeds for Pickens County, South Carolina, (the “Crescent Covenants”) which remain applicable to all portions of the above-described parcel except for the portions derived from the Vistas at Keowee lots;

WHEREAS, Resort Real Estate of Naples, Inc., a Florida Corporation, recorded Declaration of Protective Covenants For Vistas at Keowee Subdivision in Deed Book 65, Page 152, with the Register of Deeds for Pickens County, South Carolina, (the “Vistas Covenants”), which, along with any subsequent amendments and variances thereto, remain applicable to the real property formerly known as Lots 5, 6, and 8 of the Vistas at Keowee;

WHEREAS, Duke Power Company a North Carolina Corporation, recorded a flood easement in Deed Book 129, Page 325, with the Register of Deeds for Pickens County, South Carolina, which remains applicable to the above-described real property, except for the portions derived from the Vistas at Keowee lots; and

WHEREAS, Deep Cove Development LLC is the grantee of an Easement for Utilities, Water Line and Access recorded in Deed Book 2095, Page 209 containing the 0.41 acres, more or less, as shown on a plat of survey dated November 7, 2018, and recorded in Plat Book 609, Page 336 on September 18, 2019, all with the Register of Deeds for Pickens County, South Carolina.

NOW, THEREFORE: Deep Cove Development LLC declares that the above-described real property are and shall be held, conveyed, encumbered, leased, used, occupied, improved, and maintained subject the following provisions, all of which are declared and agreed to be in furtherance of the plan for developing, improving, maintaining, and transferring the Lots 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 servitudes and covenants upon each of the said Lots in favor of each and all other Lots, to create reciprocal rights between the respective owners of all such Lots, to create privity of contract and estate between the grantors of such Lots, their heirs, successor, assigns, and grantees, and to operate as covenants running with the land for the benefit of each and all such Lots in the Development and their respective owners, present and future.

ARTICLE I. DEFINITIONS

A. Association means the homeowners association that the Developer incorporates for the benefit of the Owners.

B. Common Area means all interests, easements, right-of-ways, or other encumbrances or improvements to and in real property in the Development that are held for the common use and enjoyment of the Owners and the Developer, including but not limited to utility easements, water line easements, gates, and road or roads, as shown or described on the Plat, the “as built” plans for the Development, or any other subsequently filed and recorded documents.

C. Declaration means this Declaration of Covenants, Conditions, and Restrictions for The Enclave at Keowee and any amendments, restatements, and/or supplements thereto.

D. Developer means Deep Cove Development LLC, its successors and assigns, including the Association.

E. Development means The Enclave at Keowee, as the same being shown on the Plat or any subsequently adopted and recorded plat or plats and all property subject to the Declaration.

F. Improvement means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, antennae, gates, lighting, ponds or other constructed or modified waters, swales, culverts, and any other structures of any other type or kind in the Development.

G. Lot means one of the lots or parcels shown on the Plat, including the improvements thereon.

H. Lots means Lots 1 through 9 and the 1.20 acre and 1.21 acre parcels as shown on the Plat, and the improvements thereon.

I. Owner means any person or legal entity other than the Developer who holds fee simple title to a particular Lot.

J. Plat means the above-mentioned plat and/or additional plats, which may be incorporated into the plan of development for the Development at the option of the Developer, and which is recorded with the Register of Deeds for Pickens County, South Carolina.

ARTICLE II. PROPERTY SUBJECT TO THE DECLARATION

A. **The Property.** The Property subject to the Declaration and known as The Enclave at Keowee shall be that real property containing Lots 1 through 9, the 1.20 acre and 1.21 acre parcels, the Common Area, Woodhaven Way, and other real property as shown and more fully described on a plat dated _____ 2020, prepared by Joseph E. Crowe, PLS No. 16499, PO Box 4357, Greenville, South Carolina 29608, and recorded on _____, 2020, in Plat Book _____, Page(s) _____ (the "Plat"), with the Register of Deeds for Pickens County, South Carolina; and any additional real property made subject to the Declaration and shown on subsequently recorded plats of and for the Development.

B. **Additional Real Property.** Additional real property may become subject to the Declaration and included in the Development by the agreement of the Developer and the owner of said additional real property. After the transfer of control to the Association, additional real property may become subject to the Declaration by the approval of two-thirds (2/3's) of the Owners and the agreement of the owner of said additional real property. The Developer or Association shall record a Supplemental Declaration describing the additional real property and any additional provisions adopted by the Developer or Owners for the additional property, and stating that the additional real property shall be subject to the Declaration. Said additional provisions shall not supersede provisions of the Declaration. A survey of the additional real property shall be attached to the Supplemental Declaration. The additional real property shall not become subject to the Declaration unless the Supplemental Declaration is recorded.

ARTICLE III. COMMON AREA - USE, MAINTENANCE, ASSESSMENTS, ROAD MAINTENANCE FEE, AND INSURANCE

A. **Common Area Right and Easement of Enjoyment and Use.** Every Owner shall have the right and/or easement of enjoyment and use of the Common Area, which right and/or easement shall pass with the title to each Lot. An Owner may delegate their right of enjoyment to the Common Area to their family, tenants, and/or contract purchasers residing on the Owner's Lot; such use being subject to the Declaration.

1. **Development Road.** The road for the Development, Woodhaven Way, will be maintained as a private road with the initial ownership, construction, and maintenance being the with and the responsibility of the Developer, and the ownership and responsibility of the

Association after the transfer of control of the Development from the Developer to the Association. Nothing herein shall preclude the Developer or Association from transferring ownership or responsibility for maintenance of the Development Road to Pickens County or the State of South Carolina.

B. Maintenance. The Developer shall be responsible for the preservation, maintenance, and improvement of the Common Area, including the Development Road. However, in the event that the Common Area, particularly the Development Road, is damaged by an Owner or Owner's agent, employee, contractor, or anyone working for the Owner, that Owner shall be liable for the cost of repairing all such damages and shall reimburse the Developer, the Association, or other Owners who have expended funds or other resources to repair such damage.

C. Assessments. The Developer shall have the right to levy and collect assessments for the preservation, improvement, and maintenance of the Common Area and may include insurance to cover damages or injury related to the Common Area. The Developer shall be charged annual or special assessments.

1. Personal Obligation and Creation of Lien. Each Owner hereby covenants and agrees, regardless of whether or it shall be expressed in the Owner's deed, to pay: a) annual assessments, b) special assessments for capital improvements, and c) an annual road maintenance fee. These obligations shall be a lien upon the Lot against which they are made and shall be a personal obligation of the Owner of such Lot at the time when the obligation became due, as shall any subsequently accrued interest, cost, and/or attorney's fees incurred in the collection of delinquent assessments. The personal obligation for delinquent assessment or road fee payments shall not pass to a subsequent Owner unless expressly assumed by such subsequent Owner.

2. Annual Assessments. Annual assessments shall be based upon a budget drafted by the Developer and which itemizes expenses and income reasonably expected to preserve, maintain, and/or improve the Common Area during the coming year. Initial annual assessments shall commence on the first day of the month following the conveyance of a Lot from the Developer to an Owner and said initial annual assessment for each Lot shall be adjusted according to the number of months remaining in the calendar year. The Developer shall set the amount of the annual assessment against each Lot for the following year at least thirty (30) days prior to the end of each calendar year and shall send out written notice of the annual assessments during the first month of each year to every Owner. The annual assessment for a given year shall be due by March 1st of that calendar year.

2. Special Assessments. In addition to the annual assessments authorized in this Declaration, the Developer may levy special assessments for the purpose of paying for construction, reconstruction, repair, or replacement of any capital improvement upon the Common Area. After the transfer of control from the Developer, a simple majority of the Owners must approve, in writing, a special assessment.

3. Road Maintenance Fee. The Developer shall set and collect an annual road maintenance fee from each Owner. This fund shall be used exclusively for the maintenance, repair, replacement, or other needs of and for the Development Road.

4. **Uniform Rate of Assessments and Fund.** The assessments and road maintenance fee shall be set uniformly among the Lots.

5. **Certification of Compliance.** The Developer shall, upon request by an Owner, and for a reasonable charge, furnish a certificate signed by the Developer setting forth whether the assessments and road maintenance fee for a specified Lot have been paid. Said certificate shall be binding upon the Developer as of the date of its issuance.

6. **Effect of and Remedies for Nonpayment of Assessments or Road Maintenance Fee.** Any assessment or the road maintenance fee not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve per cent (12%) per annum. The Developer may take action, including the bringing of an action at law, against the Owner obligated to pay the amount owed, and/or the Developer may bring an action to foreclose the lien against the Lot. In the event the Developer takes such action, each Owner owing such obligation shall be bound to pay the reasonable costs of the Developer in pursuing such action, including but not limited to court costs, filing fees, and reasonable attorney's fees. An Owner shall not waive or otherwise escape personal liability for the assessments provided for herein by the nonuse of the Common Area, or nonuse, abandonment, or transfer of the Lot subject to the unpaid assessment or fee. Said delinquent payments and/or liens shall not survive a foreclosure action and judgment brought by and in favor of a superior creditor.

C. **Insurance.** The Developer may obtain a general liability policy covering the Common Area and protecting the Developer or Association.

ARTICLE IV. USE, RESTRICTIONS, CONDITIONS, REVIEW, AND RESERVATIONS

A. **Use and Quality.** All Lots shall be for single-family residential use. All dwellings and improvements shall be constructed with high quality materials and workmanship to ensure that no structure is unsightly or will degrade prematurely.

B. **Size.** Reference to square footage is to the Heated Living Area as defined in the Crescent Covenants.

1. **Waterfront Lots.**

- a) One story dwellings shall not contain less than 2,000 square feet
- b) One and a half story dwellings shall not contain less than 2,200 square feet
- c) Two or more story dwellings shall not contain less than 2,400 square feet.

2. **Other Lots.**

- a) One story dwellings shall not contain less than 1,600 square feet
- b) One and a half story dwellings shall not contain less than 1,800 square feet
- c) Two or more story dwellings shall not contain less than 2,000 square feet.

3. **Roof Pitch.** Roofs shall have not less than a 6 in 12 inch pitch, and not less than a 12 inch overhand, and shall be covered with asphalt or fiberglass shingles, terra cotta tile, real or man-made slate, copper sheathing or wood shingles or pre-painted metal roofing.

C. Timeline for Construction. Completion of construction must be within one (1) year from the date of the start of construction.

D. Setbacks. No improvement shall be located nearer than: twenty feet (20') to the front or rear lot lines, ten (10') feet to the side lot lines, or fifty feet (50') to the 800' contour of Lake Keowee. Activities within the foregoing setback from Lake Keowee shall be conducted in accordance with the Buffer Area Restrictions included in the Crescent Covenants. Note: Duke Power Company has reserved a Flood Easement between the 800 foot and 810 foot elevation contour adjacent to Lake Keowee.

E. Potable Water. Potable water shall be provided by the Six Mile Water Authority or any subsequently authorized provider. In its discretion, the Developer may charge a water tap fee.

F. Wastewater Treatment. Each Lot shall be serviced by a septic system permitted, built, and maintained in accordance with Pickens County and/or South Carolina Department of Health and Environmental Control regulations, setbacks, and standards.

G. Stormwater Treatment. Stormwater shall be managed and treated according to a permit issued by Pickens County or the South Carolina Department of Health and Environmental Control.

H. Other Restrictions.

1. No Lot shall be further subdivided;
2. No mobile or modular homes shall be allowed on any Lot; and
3. No residence shall be rented for a term of less than six (6) months.
4. No vehicles, boats, trailers, tents, or temporary structures shall be used as residences for any length of time. Only approved dwellings shall be used as residences.
5. All vehicles, boats, trailers, motorcycles, bicycles, or similar vehicles or vessels shall be stored or placed in enclosed structures. Such structures shall be constructed after or in concert with the residential structure on the Lot. The exterior of such structures shall be visually compatible with the residential structure on the Lot.

I. Plan Review and Approval. The Developer or Association may create an Architectural Control Committee with the purpose, authority, and responsibility of reviewing and approving or denying construction plans for all improvements in the subdivision. No construction shall begin until the Owner provides the Developer or Architectural Control Committee with construction plans and the Owner received written approval from the Developer or Architectural Control Committee that the plans comply with the provisions of this Declaration. The Developer or Architectural Control Committee shall grant or deny approval based on compliance with the standards articulated herein, any architectural guidelines established by the Developer or Architectural Control Committee and recorded with the Register of Deeds for Pickens County, South Carolina, the aesthetics of the proposed improvements, the Crescent Covenants, and for the 1.21 acre and 1.20 acre parcels with the Vistas Covenants. The Developer or Architectural Control Committee shall deliver said approval or denial in writing within thirty (30) days of receipt of the plans. Approval shall not be unreasonably withheld and when denying constructions plans, the Developer or Architectural Control Committee shall provide the Owner, in writing, with suggestions for how the plans could be altered to gain approval.

The Developer or Architectural Control Committee shall have the authority to grant limited exceptions or variances to the aesthetic standards stated in the Declaration upon request by an Owner. In granting or denying a request for such exception or variance, the Developer or Architectural Control Committee shall articulate the reasons for so approving or denying. Exceptions to or variances from the standards stated in the Declaration shall not negatively impact the character of the subdivision.

J. Easements Reserved.

1. **Infrastructure Easement.** The Developer hereby reserves on each Lot a ten foot (10') wide easement extending into each Lot from and along all side Lot lines for the installation and maintenance of infrastructure, including utility lines, drainage ditches or facilities, or any other related improvements and a twenty foot (20') wide easement extending into each Lot from and along any public or private road right-of-way for the installation and maintenance of utility lines, drainage ditches or facilities, or any other related improvements.

2. **Sign Easement.** The Developer hereby reserves an easement within the right-of-way of the Development Road or on a Lot adjacent to the entrance of the subdivision for the placement of an entrance sign and associated infrastructure.

3. **Flood Easement.** The Duke Power Company holds a Flood Easement recorded in Deed Book 129, Page 325 with the Register of Deeds for Pickens County, South Carolina on any real property in the Development below the 810 foot elevation contour along Lake Keowee for the purpose of construction, operation, maintenance, repair, altering or replacing the dam and electric power plant across the Keowee River and to, among other actions, flood, have access across, or build a road in the easement area.

ARTICLE V. CRESCENT COVENANTS AND VISTAS COVENANTS

A. Crescent Covenants. The real property of the Development not derived from Lots 5, 6, or 8 of the Vistas at Keowee shall remain subject to the Crescent Covenants recorded in Deed Book 1015, Page 254, with the Register of Deeds for Pickens County, South Carolina.

B. Vistas Covenants. The real property shown on the plat as the 1.21 acre, 1.20 acre parcel, and part of Woodhaven Way, all of which were formerly Lots 5, 6, and 8 of the Vistas at Keowee shall remain subject to the Vistas Covenants found in Deed Book 65, Page 152, Deed Book 397, Page 108, Deed Book 576, Page 233, Deed Book 839, Page 208, Deed Book 839, Page 210, Deed Book 1096, Page 176 and any amendments, revisions, or supplements thereto, all records of the Register of Deeds for Pickens County, South Carolina (the "Vistas Covenants").

C. Unless, otherwise approved by the Developer, whenever provisions of the Crescent Covenants, the Vistas Covenants, and/or this Declaration are in conflict, the more restrictive provision shall control.

ARTICLE VI. TRANSFER OF CONTROL TO THE ASSOCIATION

At the time of the transfer of the last Lot from the Developer to any Owner, the Developer shall incorporate the Association with the South Carolina Secretary of State and adopt bylaws and appoint a

Board of Directors for the Association. After creation of the Association, the Developer shall promptly transfer ownership of the Common Area and any reserved easements and/or right-of-ways, and all aspects of control of the Development and rights or duties established by the Declaration, including but not limited to the levy and collection of assessments and fees, the review and approval of construction plans, and the maintenance of the Common Area, to the Association. With such transfer the Association shall accept and the Developer shall be released from responsibility for the implementation of, enforcement of, and compliance with the provisions of the Declaration.

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Each Lot shall have one vote and in no event shall there be more than one vote per Lot. In the event that a Lot is owned by one Owner, that Owner shall have one vote; in the event that a Lot is owned by more than one Owner, the vote of each Lot shall be as those Owners decide; however, no Lot shall have its vote divided into fractional votes. ✓

ARTICLE VII. REMEDIES

A. The Developer and each Owner may proceed at law or equity to prevent the occurrence, continuation, or violation of any provision of this Declaration, and the court in such action shall award the successful party reasonable expenses in prosecuting or defending such action, including court costs and attorney's fees.

B. The remedies specified herein are cumulative and shall not be taken to preclude the resort to any other remedy at law or in equity.

C. No delay or failure to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver of any legal or equitable right available upon the recurrence or continuance of said violation or an occurrence of a different violation.

D. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE VIII. TERM AND AMENDMENT

The provisions of this Declaration shall run with the land and shall exist and be binding on all parties claiming an interest in the Development for twenty-five (25) years and for successive ten (10) year periods, unless it is terminated by the affirmative vote of three-fourths (3/4's) of the Owners.

Until the transfer of control from the Developer to the Association, the Developer shall have the right to enact additional restrictions, conditions, and easements. After the transfer of control from the Developer, the Owners shall have the right to enact additional restrictions by the written approval of two thirds (2/3's) of the Owners.

ARTICLE IX. GRANTEE'S ACCEPTANCE

Each grantee, purchaser, transferee, successor, assignee, and Owner of any Lot shall, by acceptance of a deed conveying title to, or the execution of a contract for the purchase thereof, whether from the Developer or an Owner of such Lot, accept such deed or contract upon and subject to each and all of the

provisions of the Declaration. By such acceptance, such party shall, for their heirs, devisees, personal representatives, grantees, successors, and assigns, and lessees and/or lessors covenant, consent, and agree to and with the Developer, Association, and/or the Owner of each other Lot, to keep, observe, comply with and perform the covenants, conditions, and restrictions contained in the Declaration.

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IN WITNESS HEREOF, the Developer has executed this Declaration this 16th day of June 2020.

Witnesseth:

DEEP COVE DEVELOPMENT LLC

[Signature]

[Signature]

Jason McConnell, Developer and Member

[Signature]

[Signature]

[Signature]

Stanley Stewart, Developer and Member

[Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

ACKNOWLEDGEMENT

I hereby certify that Jason McConnell and Stanley Stewart personally appeared before me this day and acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this 16th day of June, 2020.

[Signature]

Notary Public of South Carolina

My commission expires: 5/15/2023

ANDREW SMITH
S.C. Notary Public
My Commission Expires
May 15th, 2023