



ADDENDUM 1 TO THE DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS OF THE TALONS AT LAKE KEOWEE

THIS ADDENDUM 1 TO THE DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS OF THE TALONS AT LAKE KEOWEE, made and entered into this the 3rd day of June, 2020, by and between The Talons at Lake Keowee Property Owner's Association, Inc. and all existing and future individual property owners of Lots 1 through 6, inclusive, and Lots 8 through 28 inclusive, as shown and delineated on a Plat entitled The Talons at Lake Keowee Subdivision, Phase 1, a subdivision located in Oconee County, South Carolina.

WHEREAS, The Original Developer has long since relinquished control of the Talons Property Owners Association, Inc., the "Talons POA", to the residents of The Talons at Lake Keowee, the "Membership," the Membership wishes to clarify certain aspects of the existing Declaration of Restrictive and Protective Covenants of The Talons at Lake Keowee.

NOW, THEREFORE, under the authority of Section 26 of the Restrictive and Protective Covenants of The Talons At Lake Keowee being exercised through the Board of Directors of the Property Owners Association, Amend the original Covenants dated August 13, 1996, as set forth below and we hereby covenant and agree that all existing lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth, and said restrictive and protective covenants, including Amendments, and conditions shall become a part of each instrument conveying any of said lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance of any of said lots, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions.

1. **Item 1, Page 2, "Use of Property"**, add the following new paragraphs at the end of the existing Section 1 paragraph:

"Properties in the Talons at Lake Keowee are restricted for residential use only by the Property Owner (full-time, part time or supplementary residence). The Property Owners Association strictly prohibits the Property Owner from renting and/or leasing their residence in any manner, to include both short and long term rentals and/or leases. In addition, the Property Owners Association strictly prohibits the Property Owner from utilizing their residence as a commercial business such as a Bed & Breakfast hotel, lake vacation rental or retail/commercial business office. In the event that a Property Owner violates these restrictions, the Property Owners Association reserves the right to require immediate suspension of this prohibited activity and assess penalties and/or fines to the Property Owner at its sole discretion".

Pgt: David Dykes
#15762
110 Talons Point Rd.
Seneca, SC 29162

"For the purposes of this section, a full-time resident is defined as a property owner whose property is assessed at the 4% property tax rate by Oconee County indicating a Primary Residence. Supplementary or part-time residents are defined as a property owner whose property is assessed as the 6% property tax rate by Oconee County".

Exception: *"The Property Owners Association will consider an exception on a case by case basis to this provision for any full-time resident that is temporarily relocated due to work under the following conditions: 1) will be gone for a period greater than 12 months; 2) the temporary assignment will not exceed 36 months; and, 3) plans to return upon completion of the temporary assignment. If approved, the Property Owner's long term rental/lease shall be for a minimum of twelve (12) months for all tenants. This exception continues to prohibit any short term rental/lease for all property owners and is not available to any supplementary or part-time resident".*

2. **Item 2, Page 2, "Approval of Plans"** The second sentence is revised to read as follows: *"All such plans must show the location of all buildings and retaining walls to be placed, erected or altered upon the lot".*
3. All references to "The Developer" are changed to "Property Owners Association".
4. **Item 4, Page 3 "Set Back Lines"** at the end of Section 4, add the following sentence:
"No construction of any kind except driveways, walkways, or underground utility connections may be placed in the setback areas without prior Property Owners Association written approval. Any other construction occurring in the setback area shall have prior Property Owners Association written approval. In the event that a Property Owner or its agent fails to comply with this restriction, the Property Owner will be solely responsible for any and all remedial costs required to bring the offending construction into compliance".
5. **Item 8 (l), Page 5 "Satellite Receiver"**: Change the word "seven" in the first sentence to four (4). At the end of the second sentence following "...or adjoining lot" add and is to be placed in either the side or rear yard of the premises.
6. **Item 8 (v), Page 6 "Tennis Facilities"** Delete in its entirety.
7. **Item 8 (w), Page 6 "Boat Docks and Piers Facilities"** Add to the end of the section following "...Duke Power Company" and the Ordinances of Oconee County, SC".
8. **Item 14, Page 7, "Trespassing Signs"** Remove the word "rent" from the parenthetical statement in the second sentence.

####End####

Witnesses:

Robbie P. Jackson
[Signature]

Signature:

[Signature]
President, Talons POA, Inc.

FILED OGDEN COUNTY, SO
ANNA K. DAVISON
REGISTER OF DEEDS

2020 JUN - 3 PM 1:04

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, A Notary Public of the aforesaid State and County, do hereby certify that David Dykes personally appeared before me and acknowledged that he is the President of The Talons at Lake Keowee Property Owners Association, Inc. and is duly authorized to act on behalf of the Talons Property Owners Association.

Witness my hand and Notary Seal, this the 3rd day of June, 2020.

Notary Public:

Tracy Haag

My Commission expires 29 Aug 2022

