

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

**PROTECTIVE COVENANTS
OF THE TALONS AT LAKE KEOWEE**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made and entered into this the ____ day of August, 1996, by and between The Talons at Lake Keowee Inc., Party of the First Part, hereinafter sometimes referred to as Developer, and PROSPECTIVE PURCHASERS 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, Parties of the Second Part.

W I T N E S S E T H:

WHEREAS, Developer has heretofore acquired title to a certain tract or parcel of land which has been subdivided into lots numbered 1 through 6, inclusive, and lots 8 through 28 inclusive, according to a certain Plat entitled The Talons at Lake Keowee Subdivision, (hereinafter sometimes referred to as the "subdivision"), which said Plat appears of record in the Office of the Clerk of Court for Oconee County, South Carolina in Plat Book A404, Page 6 and being a portion of that property conveyed by Special Warranty Deed dated April 12, 1996, executed by Crescent Resources, Inc. to Developer, said deed being recorded in the Clerk of Court's Office for Oconee County, S.C., in Deed Book 859, Page 78, reference to which said Deed is hereby made; and

WHEREAS, Developer intends to convey said lots as the same shall be described in deeds of conveyance or delineated on the above-mentioned Plat, by deeds, mortgages, and other instruments to various persons, firms and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be of the benefit of all those who acquire title to any one or more of said lots to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of each person, firm or corporation which may acquire title to any or all of said lots and which shall be binding upon each such person, firm, or corporation to whom or to which Developer may hereafter convey any of said lots by deed, mortgage, or other instrument.

Reference is hereby made to those restrictions subject to the conveyance of title of land from Crescent Resources, Inc. to The Talons at Lake Keowee Inc. dated April 12, 1996, and recorded in the Office of the Clerk of Court for Oconee County in Deed Book 859 at Page 78. Any conveyance of title from The Talons at Lake Keowee, Inc. to Prospective Purchasers of each of the aforementioned lots is subject to said restrictions.

NOW, THEREFORE, in consideration of the premises, Developer hereby covenants and agrees with said Prospective Purchasers that each of the aforementioned 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 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. Use of Property. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half above ground stories in height, exclusive of basement either finished or unfinished. Each lot owner shall provide enclosed garage space for parking of a least two automobiles on his lot prior to the occupancy of any dwelling unit constructed on said lot.

2. Approval of Plans. All Plans, including elevations and specifications shall be submitted to the Developer, its agents or its successors, for approval before construction is commenced. All such plans must show the location of all buildings to be placed, erected or altered upon the lot. After such time as the plans and specifications have been delivered to Developer for review and approval, Developer shall have thirty (30) days to approve in writing said plans and specifications, or notify in writing the applicant for approval that the plans and/or specifications are not adequate or acceptable, and the reasons therefor. In the event that Developer does not communicate in writing approval or request alterations in the plans and specifications within thirty (30) days of the receipt thereof, said plans and specifications shall be deemed approved by Developer for purposes of this provision.

No approval of plans, location or specifications, or publication of architectural standards or bulletins shall be construed as a representation that such plans, standards or specifications, will, if followed, result in a properly designed residence. Neither shall such approvals and standards be construed as a representation that any residence or improvement thereto will be built in a good and workmanlike manner. The Developer shall not be held responsible or liable for any defective plans or defective construction resulting from plans submitted, revised or approved pursuant to these Covenants. Each Owner shall have sole responsibility for compliance with approved plans and does hereby, by acceptance of title to his property subject to these Covenants, hold the Developer harmless for any liability or responsibility for all construction. The Developer reserves the right to prohibit the Owner's builder and contractor from entering the site in the event it is determined that failure to comply with approved plans is intentional or due to gross negligence. All Owners hereby agree that the exercise of these rights shall not constitute a denial of Owner's property rights and shall not give rise to a cause of action for damages by an Owner, and his builder or contractor.

3. Dwelling Size. The heated ground floor area of any residence, exclusive of garage, carport, unenclosed porches and patios, shall contain a minimum of 1600 square feet of living area, unless it is a two story house, in which case it shall have a minimum of 1,200 square feet of heated living area on the ground floor, and a minimum of 2,000 total square feet heated area. If the house is a one story house with a finished basement, the main floor shall have a minimum of 1,500 square feet of heated living area with the basement having a minimum of 600 square feet of heated living area. The Developer reserves the right to grant variances

in dwelling size in those individual cases where such a variance may be justified because of the topography of the ground. In no event, however, will dwelling size variances exceed 15% of the minimum requirements set forth herein.

4. Set Back Lines. All residences shall have a front set back line of at least thirty-five (35) feet from the right of way of the street or road upon which the residence fronts. Each residence shall be at least thirty-five (35) feet from each side property line and at least thirty-five (35) feet from the rear property line. No attached or unattached building on any lot shall be erected or permitted to be located nearer than fifty (50) feet from project boundary of Lake Keowee.

5. Garages and Carports. Garages must be enclosed within the dwelling unit structure or attached to the dwelling unit, directly or by breezeway of not less than six (6) feet in width nor more than fifteen (15) feet in length. Attached carports may be constructed in addition to garage. In the event this paragraph places a hardship upon the lot owner due to topography and grade, Developer reserves the right in its sole discretion to eliminate the requirement for garage, and/or the requirement for garage or carport attachment.

6. Easements. Easements for the installation and maintenance of telephone lines, electric lines, water lines, gas lines and other public utilities and for drainage purposes are hereby reserved. Such easement will be ten (10) feet wide along each lot's rear and interior side lot lines common to other lots within the subdivision, twenty (20) feet wide along the lot lines comprising the subdivision's perimeter property lines, and ten (10) feet wide along the right of way for any roads within the property. Provided, however, that where two or more adjoining lots are owned by the same person or persons, no such easements are reserved along the interior lot lines. A right of way fifty (50) feet wide (measured twenty-five (25) feet on either side of the center line) is reserved for major streets or roads in the subdivision. No other easements, rights of way or rights of access shall be conveyed, granted or in any other way given to any person, firm or corporation, through, over or upon any lot in this subdivision, except to Developer, or with the written permission of the Developer, its successors or assigns; provided, however, Developer shall have the right to designate such other easements, rights of way, or rights of access as Developer shall deem reasonable upon the recorded Plat of the subdivision prior to conveyance of any lot shown upon said Plat.

7. Variances. The Developer reserves the right to grant minor variances in set back lines, in individual cases where in Developer's sole opinion such variance may be justified because of the topography of the ground or for other reasons which Developer deems valid. In no event, however, will set back line variances exceed 30% of requirements set forth herein, or include variance for setback requirement for Lake Keowee.

8. Other Building Requirements.

(a) Parking and Pavement. All driveways and parking areas must be paved with asphalt, concrete, or other similar hard surfaced material. Each owner shall provide sufficient space for parking of any and all vehicles off the roadways. Parking of vehicles on any roadway for long periods of time during the day or night, except for social gatherings or functions, shall not be permitted. Vehicles must be parked on the driveway or paved parking area within the lot.

(b) Exterior Construction Materials. No asbestos shingles, plastic, vinyl, or metal shall be used on any exterior wall and no metal roofing shall be used in any residential construction, unless written approval is granted by the Developer. Any exterior wall of concrete blocks, cinder blocks or other such similar block construction shall be veneered with brick, rock, wood or similar material, or stuccoed. Log houses are not permitted, unless approved in writing by Developer.

(c) Sewage System. No privies, outdoor toilets or outdoor lavatories will be permitted. All sewage systems shall be connected to a septic tank designed, located and constructed in accordance with the requirements of South Carolina Department of Health and Environmental Control (DHEC).

(d) Electric Service. Each family dwelling unit must have permanent underground electric service supplied by Duke Power Company or any successor normally supplying electricity to the property.

(e) Exterior Lighting. All exterior lighting shall be installed so as not to disturb neighbors or impair vision of traffic on nearby streets. The location, placement, and direction of lighting must not infringe on adjacent property owners.

(f) Play Equipment. No play equipment shall be located closer to the right of way of the street or road upon which the residence fronts than the distance from the nearest corner of said residence to said right of way.

(g) Clothes Lines. No outside clothes line visible from any street or neighboring family dwelling unit shall be permitted.

(h) Compressor Units. All compressor units shall be ground mounted and fully screened by fencing or planting.

(i) Fuel Storage. Only federal and State of South Carolina approved fuel storage receptacles may be used and fuel storage receptacles may not be exposed to view and must be installed either within the family dwelling unit, fully screened by fencing attached to the dwelling unit, or buried underground.

(j) Trash and Garbage. Each lot owner shall provide animal proof sanitary containers for garbage, and all garbage receptacles, tools and equipment for use by the lot owner or otherwise, shall be placed in a fenced enclosure attached to dwelling unit to shield same from visibility from roads abutting the lot owner's property, and from neighboring properties. Trash, garbage and other waste shall be kept in said sanitary containers. No trash, garbage, stumps, construction debris or other unsightly or offensive material shall be placed or buried upon any portion of property, except as temporary and incidental to the bona fide improvement of said area.

(k) Antennae and Wires. No television or radio receiver or transmitter or other antennae which are visible from any street or adjoining lot will be permitted without written approval from Developer. All telephone, electric and other wires of all kinds running from utility easements must be installed underground, except with the prior written approval of Developer.

Change
(l) Satellite Receiver. No satellite receiving station in excess of seven feet in diameter will be permitted to be placed on the lots. Stations must be properly screened so as not to be visible from any road or adjoining lots. No station may be installed without the prior written consent of the Developer.

(m) Underground Utilities. All telephone, electrical and other service lines must be underground.

(n) Fences. Type and location of any fencing on any lot or portion thereof must be approved in writing by the Developer. Any such fencing must be properly maintained in a state of good repair and appearance.

(o) Exterior Construction Period. All exterior construction on any lot must be completed within one year after commencement thereof. The Developer may, upon written application from the owner, grant extensions if, in the Developer's sole opinion, adequate cause for any such extension is shown by the owner.

(p) Maintenance of Roads During Construction. All lot owners will require any contractors, builders, or other workers or employees in connection with any construction, to keep the roads in the subdivision free of dirt, mud and debris at all times, and to repair any damage caused by such persons to road shoulders, culverts, ditches or filled areas. Lot owners will be responsible for said damage.

(q) Maintenance of Lots and Existing Homes. Every property owner is responsible for preventing the development of any unclean, unsightly or unkempt condition of buildings or yard which shall reduce the beauty of the neighborhood either as a whole or the specific area. In formal landscaped areas, bed and lawn areas must be maintained. In natural areas, weed growth must be controlled.

(r) Driveway Cuts and Slopes. It shall be the responsibility of each individual lot owner to seed or otherwise landscape all cuts and slopes resulting from the construction and the continuing use of any one or more driveways located upon said owner's lot in such a manner as to maintain the aesthetic quality of the subdivision and to prevent erosion.

(s) Covering of Culverts. Each lot owner must cover any culvert pipes located upon his lot for purposes of drainage by a headwall or other method which shall be approved by Developer.

(t) Site Grading. Site grading shall be kept to a minimum and necessary drainage systems shall be designed for minimum impact. Any alterations of the natural drainage systems is to be avoided. Sedimentation and erosion control provision, as required by the State of South Carolina DHBC, shall be employed during the construction. Surface drainage must be collected on-site and not permitted to cause damage to adjacent properties as a result of construction.

(u) Dwelling Construction. All builders of residences at the subdivision must be duly and currently licensed by the State of South Carolina. Access to the development shall be subject to the control of the Developer. Construction workers are allowed direct access to and from their specific construction site only and are strictly forbidden from riding about the development. The maximum hours allowed for construction personnel will be from 7:00 a.m. to 7:00 p.m., Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. No residential construction work will be performed on Sundays or on national holidays. The conduct of all workmen is the responsibility of the General Contractor. Workmen are not allowed to use development facilities. Loud cars and speeding are strictly forbidden in the development. All construction vehicles must be parked on the construction site. Workers are required to wear shirts and shoes when not on the job site. Loud music from radios and disturbing property owners or guests will not be permitted at any time. Upon completion of construction and landscaping, all building debris shall be promptly removed from the site and the surrounding area. Any construction site signs and temporary power poles shall also be removed. All planting, fixtures, fencing and landscaping which is damaged during construction or after by vehicles, or other cause, on or off the site, including streets, shoulders and common areas, shall be promptly repaired or replaced by the owner. The property owner shall be responsible for the contractor's actions during the construction.

(v) Tennis Facilities. All tennis facilities must be approved by the Developer. Extensive screening will be required and hours of play will be restricted from between 10:30 p.m. to 6:30 a.m.

(w) Boat Docks and Piers Facilities. The location, size and shape of all boat houses, piers and dock facilities to access Lake Keowee shall be approved in writing by Developer, and, in addition to such approval, must comply with any applicable regulation of Duke Power Company.

(x) Unightly Conditions. It shall be the responsibility of each Owner to prevent the accumulation of litter, trash, or rubbish or the development of any unsightly or unkempt condition of his property either before, during or after construction, and to prevent accumulations which tend to decrease the beauty of the natural setting of the community. Developer shall have the right, but not the duty, to enter upon any lot for the purpose of abating any unclean, unsightly or unkempt condition of buildings or grounds which tend to decrease the beauty of the neighborhood as a whole or the specific area. The cost of such abatement or any damage resulting from such entry shall be at the expense of the specific lot owner and shall not be deemed a trespass.

9. Subdivision. No lot shall be subdivided or its boundary lines changed, except with the written consent of the Developer. However, the Developer hereby expressly reserves to itself, its successors and assigns, the right to re-plat any lot and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities, or other lots.

10. Travelers and Campers. No trailer, boat, temporary house, motor home, horse trailer, camping equipment or any other kind of trailer or camper may be stored, kept or parked in the subdivision, except in garages. Items described above may be parked in paved parking areas at the side or rear of the property if approved by developer.

11. Residential Use of Other Structures. No trailer, mobile home, tent, camper, shack or garage, or other outbuilding erected on the above described tract or any lot therein shall at any time be used as a residence either temporarily or permanently, nor shall any residence not meeting South Carolina Department of Insurance standards be placed on a building lot in the subdivision.

12. Automotive Maintenance. No automotive, boat, or vehicle maintenance may be done on any easement, common area, or street at any time. No motor oil or petroleum product will be disposed of on any area of the development. No derelict or untagged automobiles, vehicles, boats, equipment, or machinery may be placed or kept on any lot at any time. No major repairs shall be permitted upon any vehicle parked upon any lot unless completely hidden from view from roads and other lots.

13. Outdoor Fires. No outdoor fire shall be built within the property. No leaves, trash, or similar debris shall be burned. Outdoor cooking grills are permitted.

14. Trespassing. Signs. Unused and/or vacant lots are not to be trespassed upon for any reason. No billboard or signboard (other than one for sale, rent or identification of the lot or dwelling unit) shall be placed or maintained on any lot. Prior to installation, any such sign must be approved in writing by Developer.

15. Offensive Activity. No offensive or noxious activity shall be carried on within the development nor shall anything be done on any lot, street, or common area which may become an annoyance or nuisance to the neighborhood. Activities which produce loud noise, such as operation of trail bikes, go-carts or other such recreational vehicles are not allowed in the development. Vehicles equipped with high powered "sub-woofer" speaker systems shall be considered as such a nuisance. While on the private roads or properties of the development, such equipped vehicles will keep the volume of such system turned down so as not to be heard by the residents. No firearms or pellet guns shall be discharged within the development.

16. Animals. No horses, cows, hogs, goats, or similar animals, nor any chickens, turkeys, ducks or other poultry, shall be kept or maintained anywhere in the subdivision. No domesticated pets may be bred or maintained for commercial purposes. Unleashed pets must be kept strictly within the boundaries of the lot owner's property. At all other times, they must be kept securely on a leash. Any pets that become a nuisance will be banned.

17. Hunting, Trapping, Discharge of Weapons. The hunting and trapping of animal, fowl or game is prohibited, and the discharge of firearms, air or pellet guns, bows and arrows, or any other weapons for any purpose is prohibited.

18. Drilling and Mining. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any lot.

19. Limited Access. There shall be no access to any lot on the perimeter of the development except from designated streets within the development or roads constructed by the Developer.

20. Camping. No long term camping shall be permitted on any lot. This does not preclude young children from camping overnight on the Owners' lot when properly supervised by adults.

21. Sound Devices. No exterior speaker, horn, whistle, bell, or other sound device which is unreasonably loud or annoying, except security/fire alarm devices used exclusively for security/fire alarm, shall be located, used, or placed upon property within the development.

22. Exclusive Use of Land Improvements. All subdivision roads, entry and road signs, common areas, and security gate (collectively hereinafter referred to as "Land Improvements") now or hereafter shown on recorded plats of The Talons at Lake Keowee Subdivision, are private but are dedicated for the exclusive use of the property owners in The Talons at Lake Keowee Subdivision, their guests and invitees, for ingress and egress and for public utilities. The following provisions apply to all Land Improvement in The Talon at Lake Keowee Subdivision:

(a) Cost of Maintenance of Land Improvements. The cost of operating and maintaining all Land Improvement shall be equally divided among all lots served by said Land

Improvements. The maintenance costs paid by the owner of each lot, for that lot, shall be the total cost of maintenance of the Land Improvements divided by the total number of lots served by said Land Improvements. So long as Developer owns lots in the subdivision, Developer shall pay for land improvement on the same basis as any other lot owner; provided, however, that for as long as Developer owns at least ten (10) lots in the subdivision, Developer shall pay the entire cost of Land Improvements maintenance.

(b) Lien for Assessments. The owner of each lot, by the acceptance of a deed or other conveyance, agrees to pay to Developer, or its successors in interest as hereinafter defined, that lot's pro rata share of Land Improvement maintenance as defined in Paragraph a above. Each lot is hereby made subject to a specific and continuing lien to secure the payment of such charges, including interest thereon at the legal rate. This lien shall run with the land and be enforceable notwithstanding any change of ownership of the lot. The successive owners of each lot, by the acceptance of deeds therefor, shall be deemed to personally assume and agree to pay all such charges which are a lien upon the lot. Developer, or its successors in interest as hereinafter defined, shall have the right to collect the charges, including interest at the legal rate, which are a lien on any lot by means of a civil action against the owner of such lot, and, upon obtaining judgment against the owner to have the lot sold and the net proceeds of sale applied to the discharge of the judgment.

(c) Interest Accrual Upon Non-Payment. All charges for land improvement maintenance which are not paid within thirty (30) days after being billed to the lot owners shall bear interest at the rate of eight per cent (8%) per annum, compounded semiannually, until paid. Upon written demand, Developer or its successors in interest shall furnish to any lot owner or mortgagee a certificate showing the amounts which are a lien against any lot as of the date of certificate.

(d) Assignment of Rights to Property Owners Association. Developer reserves the right, in its sole discretion, to assign to an association of the property owners (the "Association") in The Talons at Lake Keowee Subdivision the right to maintain the subdivision land improvements and to collect the cost thereof from the owners of the lots. Until such an assignment is made, all Land Improvement maintenance shall be performed by Developer, who shall be reimbursed by the other lot owners as provided above. If Developer assigns its rights to an Association, the Association may, in its discretion, establish and collect an annual assessment against each lot for Land Improvement maintenance. The method for calculation of the assessment shall be the same for all lots, and shall be such amount as the Association shall determine to be necessary in order to provide for Land Improvement maintenance for the ensuing year. The Association shall not be obligated to expend in any twelve-month period all of the assessments collected during that period, and may carry forward any balance remaining. The provisions of paragraphs b and c above shall apply to such assessments.

23. Public Maintenance of Land Improvements. If and when any land improvements in the Talons at Lake Keowee Subdivision shall be accepted for maintenance and taken over by Oconee County or the South Carolina Department of Transportation (State), no permission or

agreement shall be required of the Developer or any lot owners, it being understood that the Developer and the lot owners, for themselves and their respective heirs, successors and assigns, agree that such land improvements shall become part of the County or State jurisdiction at such time as the County or State assumes the responsibility of the maintenance and upkeep thereof. The lot owners and Developer agree to execute any documents that may be necessary or expedient for the said County or State agency to accept the maintenance of any subdivision land improvements.

24. Reservations of Rights for Duke Power. Developer reserves the right to subject the real property in this subdivision to a contract with Duke Power Company for the installation of street lighting, which may require a continuing monthly payment to Duke Power Company by each residential owner, or the Association.

25. Developer's Right to Assign. Developer reserves the right, in its sole discretion, to assign to Association of property owners in The Talons at Lake Kcowee Subdivision any and all rights of approval or disapproval reserved to Developer. As used herein, "assignee" may be interpreted to mean such Association.

26. Modification of Covenants. The covenants contained herein may be amended or modified by written instrument executed by the owners of two-thirds (2/3) of the lots in the subdivision, and duly recorded.

27. Period of Application. These covenants shall run with the land and shall be binding on all parties and all persons claiming under the Developer, its successors and assigns, for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots in the subdivision is recorded, modifying said covenants in full or in part.

28. Severability. Invalidity of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions above set out, which shall remain in full force and effect.

29. Enforcement. It shall be lawful, not only for the undersigned Developer, its successors and assigns, but also for any present or future lot owner or owners, to institute and prosecute any proceedings at law or in equity against any person or entity violating the foregoing covenants.

30. Governing Law. These restrictions shall be interpreted under the laws of the State of South Carolina.

WITNESSES:

THE TALONS AT LAKE KEOWEE, INC.
Developer

By: _____

President

Attest:

Secretary