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# Keowee Harbours Community Service Association

102 Beacon Ridge Road, Salem, South Carolina 29676

## DECLARATION OF COVENANTS & RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS IS SUBJECT TO  
ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION  
ACT

October 10, 2009

Revised May 2, 2018

FILED OCEANEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS  
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**KEOWEE HARBOURS AMENDED AND RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS**

OCONEE COUNTY, SOUTH CAROLINA

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as the "Declaration," was made the 10th day of October 2009, and revised the 30<sup>th</sup> day of January, 2018, by the Keowee Harbours Community Service Association, Inc., a nonprofit corporation hereinafter referred to as the "Association," which represents and promotes the common interests of the Owners of that certain real property known as Keowee Harbours and Shadowwalk, hereinafter referred to as "Keowee Harbours," located in Oconee County, South Carolina, and more particularly described in "Exhibit A, Residential Property." Exhibits A, B, C, D and E are attached hereto and incorporated herein by reference.

WITNESSETH:

WHEREAS, the Association desires to establish the covenants, conditions and restrictions as amended, restated, and revised herein in place of and superseding all previously recorded covenants, conditions, and restrictions referenced as follows and applicable to the property described in the attached herein Exhibit A and Exhibit B:

Reference 1: "Declaration of Covenants and Restrictions for Keowee Harbours," dated December 31, 1983 was initially recorded in Deed Book 15-Q, page 289 and Deed Book 15-Q, page 290 on January 27, 1984, Oconee County, South Carolina. Subsequent amendments were recorded in:

Deed Book 385, page 217-218, May 14, 1984

Deed Book 423, page 230-234, 17 July 1985

Deed Book 466, page 92-94, 22 August 1986

Deed Book 554, page 81, 13 October 1988

Reference 2: The above Reference 1 Declaration was amended and restated in full in the "Declaration of Restrictive Covenants for Keowee Harbours and Shadowwalk," dated December 9, 1993 and recorded in Deed Book 769, page 156 on April 17, 1994, Oconee County, South Carolina. A single amendment was later recorded in Deed Book 769, page 156 on April 27, 1994.

Reference 3: The above Reference 2 Declaration was amended and restated in full in the "Keowee Harbours Amended and Restated Declaration of Covenants and Restrictions," dated November 10, 2005 and recorded in Deed Book 1460, pages 173-196 on November 14, 2005, Oconee County, South Carolina.

Reference 4: The above Reference 3 Declaration was subsequently amended and recorded in Deed Book 1665, pages 256-262 on June 10, 2008, Oconee County, South Carolina. Article V and VI of this Amendment changed the use designation of the property known as Lot 6 from Residential Property to Commercial Property. Said Lot 6 is shown on the plat dated November 16, 2007 and recorded in Plat Book B238, pages 8-9 on November 20, 2007 (see Exhibits B and D attached herein).

WHEREAS, the Declaration approved on October 10, 2009, expressly revoked and superseded all previous covenants, restrictions, conditions and easements as they may have been amended from time to time for the property described in Exhibit A and Exhibit B, it in no way affected the covenants and restrictions heretofore adopted for the property described in Exhibit C, Commercial Property, and as set forth in the "Declaration of Covenants and Restrictions for Keowee Harbours," dated December 31, 1983, recorded in Deed Book 15-Q, pages 289 and 290. Nor did the October 9, 2009, Declaration in any way alter or affect the supplemental covenants and restrictions heretofore adopted for the Shadowwalk townhomes, as described in paragraph 2 of Exhibit A, and as set forth in the "Party Wall Agreement and Additional Declaration of Protective Covenants and Architectural Controls for Shadowwalk Townhomes" recorded on May 16, 1994 in Deed Book 771, page 0334 in the records of Oconee County, South Carolina; and

WHEREAS, the real property described in Exhibit B, Commercial Property (4.95 acres) shall hereafter be subject to the covenants and restrictions hereinafter set forth in this Declaration; any future amendments or supplements as may be made from time to time to this Declaration shall in no way revoke or supersede the covenants and restrictions adopted herein for Exhibit B property; and

WHEREAS, the Association Members in accordance with the Association's Articles of Incorporation; its Bylaws; and the "Keowee Harbours Amended and Restated Declaration of Covenants and Restrictions," dated November 10, 2005, voted in the affirmative by written ballot on October 10, 2009, to effect the amended and restated Keowee Harbours Declaration of Covenants and Restrictions. In an affidavit, incorporated herein and made a part hereof, the Association's Secretary verifies and attests to the affirmative actions by the requisite number of Members required to effect those changes; and

WHEREAS, the Association Members in accordance with the Association's Articles of Incorporation; its Bylaws; and the Keowee Harbours Amended and Restated Declaration of Covenants and Restrictions", dated October 10, 2009, voted in the affirmative by written ballot on October 14, 2014, to make certain specific revisions to this Declaration. In an affidavit, incorporated herein and made a part hereof, the Association's Secretary verifies and attests to the

affirmative actions by the requisite number of Members required to effect these specific revisions; and

WHEREAS, the Association Members in accordance with the Association's Articles of Incorporation; its Bylaws; and the Keowee Harbours Amended and Restated Declaration of Covenants and Restrictions", dated October 14, 2014, voted in the affirmative by written ballot on May 1, 2018, to make certain specific revisions to this Declaration. In an affidavit, incorporated herein and made a part hereof, the Association's Secretary verifies and attests to the affirmative actions by the requisite number of Members required to effect these specific revisions; and

NOW, THEREFORE, the Association does hereby declare effective as of the above dates that the real property described in Exhibit A, Residential Property and Exhibit B, Commercial Property, shall be held, transferred, sold, conveyed, leased, occupied and used subject to this Declaration for the purpose of enhancing and protecting the value, benefits and attractiveness of the property. The covenants, restrictions, easements, charges and liens hereinafter set forth shall run with the property; shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof; and shall inure to the benefit of each Owner and his or her heirs, grantees, successors and assigns.

#### DEFINITIONS

The following terms when used herein, whether in the singular or plural shall have the meanings set forth below:

ACC	shall mean and refer to the Architectural Control Committee.
Association	shall mean and refer to the Keowee Harbours Community Service Association, Inc., its successors and assigns.
Board	shall mean and refer to the Board of Directors of the Keowee Harbours Community Service Association, Inc.
Commercial Property	<p>shall mean and refer to either one or both, as specified in this Declaration, of the properties described in Exhibits B and C. Owners of Commercial Property are not Members of the Association, do not have voting rights, and are not subject to Association assessments.</p> <p>The commercial property identified as Lot 6 in Exhibit B, and any improvements thereon, is subject to applicable covenants and restrictions set forth in this Declaration.</p>

	This Declaration does not alter or supersede the covenants and restrictions previously adopted in Reference 1 (1983 Declaration of Covenants and Restrictions) for the commercial properties identified in Exhibit C and any improvements thereon.
Common Property	<p>shall mean and refer to those areas of land, including all improvements thereon, owned by the Association and devoted to the common use and enjoyment of the Members and maintained by the Association.</p> <p>Common Property includes, but is not limited to, the clubhouse; pool; boat docks; tennis court; gate house; parking lots; roads; cultivated and uncultivated areas belonging to the Association (including the area of land along Lake Keowee between Shadowalk Lots 153A and 150C); and street and entrance signage.</p> <p>See EXHIBIT F for map showing the areas of land in and around Shadowalk that belong to the Association.</p>
Declaration	shall mean and refer to the covenants, conditions, restrictions, easements and all other provisions herein set forth in this entire document.
Fee and Assessment Policy	shall mean and refer to a document entitled "KHCSA Fee and Assessment Policy" dated July 2017, as the same may be subsequently amended from time to time.
House	shall mean and refer to any portion of the structure situated upon property designed and intended for the use and occupancy as a residence by a Single Family.
Keowee Harbours	shall mean and refer to the properties described in "Exhibit A, Residential Property," which includes Shadowalk unless otherwise stated.
Leisure Trail	shall mean and refer to the paved walkway which runs from Eastern Point along Lake Keowee behind Shadowalk buildings 150 and 153, over Lots 150AA, 150BB, 150CC, 153AA, 153BB, and 153CC, and over which the Association has a non-exclusive

	recreational easement and a corresponding obligation to maintain and insure, as shown in the deeds to the above-referenced lots.
Lot	shall mean and refer to any separately numbered parcel depicted on the surveys or recorded subdivision plat(s), with the exception of Common Property as defined herein.
Lot Recombination Criteria	shall mean and refer to a document entitled "Lot Recombination Criteria" dated January 2018, as the same may be subsequently amended from time to time.
Owner	shall mean and refer to: <ul style="list-style-type: none"> <li>(1) Record Owners, whether one or more persons or entities, of the fee simple title to any Lot that is part of Exhibit A or Exhibit B of this Declaration and subject to the Keowee Harbours Covenants of record, unless otherwise noted, or</li> <li>(2) Any person or legal entity that has contracted to purchase fee simple title to a Lot pursuant to a written agreement in which case seller under said agreement will cease to be the owner while said agreement is in effect.</li> </ul>
Residential Lot	shall mean and refer to numbered Lots on recorded plats described in "Exhibit A, Residential Property." Residential Lots shall be used, improved and devoted exclusively for single-family purposes as defined herein.
Residential Property	shall mean and refer to property described in "Exhibit A, Residential Property." Residential Property shall be used, improved and devoted exclusively for single-family purposes as defined herein.
Shadowwalk	shall mean and refer to the existing ten (10) townhome units, as described in paragraph 2 of Exhibit A, Residential Property. In addition to being subject to the covenants and restrictions stated herein, the townhome units are subject to the "Party Wall Agreement and Additional Declaration of Protective Covenants and Architectural Controls for Shadowwalk Townhomes" recorded on May 16, 1994 in Deed Book 0771, page 0334 in

	the records of Oconee County, South Carolina.
Single Family	shall mean and refer to one family consisting of one or more persons, each related to the other by blood, marriage or legal adoption, or no more than two unrelated adult persons residing together as a single housekeeping unit, in addition to any household or personal servant staff.

## I. KEOWEE HARBOURS COMMUNITY SERVICE ASSOCIATION

### 1.1 Members

Every person or entity who is a record Owner of a fee or an undivided fee interest in any Residential Lot, which is part of the property known as Keowee Harbours as described in Exhibit A, Residential Property, shall be a mandatory Member of the Association and subject by Covenants of record to assessment by the Keowee Harbours Community Service Association and shall be governed and controlled by the Articles of Incorporation and the Bylaws thereof, including the rules and bylaws relating to voting, quorums and absentee voting.

### 1.2 Voting Rights

- a. Members are entitled to one vote for each Residential Lot owned by them. Owners of Commercial Property are not Members and thus do not have voting rights.
- b. When more than one Member holds an interest or interests in any Residential Lot, the vote for such Lot will be exercised as they among themselves determine, except that fractional votes are prohibited.
- c. Any Member who is delinquent in the payment of an installment upon any assessment, or any other fees or charges established by the Board shall be considered in default and his/her voting rights suspended for as long as any default exists.

## II. COMMON PROPERTY

### 2.1 Obligations of the Association

The Association, subject to the rights of the Members set forth herein, shall be responsible for the exclusive management and control of Common Property and the Leisure Trail and all improvements thereon (including furnishings and equipment relating thereto) and shall keep the same in good, clean, attractive, sanitary condition, order and repair. Additional structures and/or amenities to the Common Property may be proposed by the Board and must be approved by at least two-thirds (2/3's) of one-third (1/3) of the Members entitled to vote pursuant to this Declaration. Such approval shall be memorialized in a Board resolution describing the proposed structures and/or amenities. Construction of the additional structures and/or amenities shall not commence before execution of the Board resolution.



## 2.2 Members' Easement of Enjoyment

Subject to the provisions herein, every Member shall have a right and easement of enjoyment in and to Common Property, including the streets and roads, which right and easement shall be appurtenant to and shall pass with the title to every Residential Lot and house. The Members' easement granted in this Section shall not cease upon the termination of this Declaration but shall be perpetual in nature and will run with the land. The Members' easement of enjoyment is subject to the following:

- a. The right of the Association to establish reasonable rules and fees for the use of Common Property; and
- b. The right of the Association to suspend the right of a Member to use Common Property for any period in which any assessment against his property remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member to use the aforesaid Common Property for a period not to exceed sixty (60) days for any other infraction of the covenants or restrictions set forth in this Declaration or rules passed by the Association; provided however, the right of a Member to use the streets and roads for ingress and egress between the Member's property and SC Highway 130 will in no event be suspended; and
- c. The right of the Association to mortgage any or all of the facilities constructed on Common Property for the purpose of improvements or repairs to Association land or facilities, pursuant to the affirmative written vote of not less than two-thirds (2/3) of the votes cast by at least one-third (1/3) of the total number of Owners of all Residential Lots entitled to vote and voting, with one (1) vote allocated to each Residential Lot and fractional votes prohibited, provided the Association will in no event mortgage the streets and roads within Keowee Harbours; and
- d. The right of the Association to dedicate or transfer all or any part of Common Property, including streets and roads, to any person or entity, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument is signed by not less than two-thirds (2/3) of the votes cast by at least one-third (1/3) of the total number of Owners of all Residential Lots entitled to vote and voting, with one (1) vote allocated to each Residential Lot, and fractional votes prohibited, agreeing to such dedication or transfer has been recorded.

### 2.3 Delegation of Common Property Use

Any Member may delegate the right of enjoyment to Common Property and facilities to a spouse, family members, guests, or tenants, subject to such general regulations as may be established from time to time by the Association.

### 2.4 Damage or Destruction of Common Areas

In the event any Common Property, Leisure Trail, or parts thereof are damaged or destroyed by a Member or any of his guests, tenants, licensees, agents, or members of his family, such Member does hereby authorize the Association to repair such damaged areas in a good, workmanlike manner in conformance with the original plans and specifications of the areas involved, or as the areas may have been modified or altered subsequently by the Association and at the discretion of the Association. The costs necessary for such repair will become a special assessment upon the Lot of said Member.

## III. USE OF RESIDENTIAL PROPERTY

### 3.1 Designation of Residential Property

All Residential Property described in Exhibit A of this Declaration is designated for residential use and shall be used, improved and devoted exclusively for Single Family purposes, except home businesses that conform to the restrictions and conditions stated in Section 3.2. No structure will be erected, placed or permitted to remain on any Residential Lot other than one (1) detached Single-Family house, with the exception of the ten (10) existing Shadowwalk townhomes. An Owner may lease a house or Shadowwalk townhome only in accordance with the covenants and restrictions stated herein and more particularly in Section 3.3.

### 3.2 Home Business Restrictions and Conditions

No trade or business of any kind may be conducted in or from a Residential Lot or house except when:

- (1) the existence or operation of the business activity is not apparent or detectable by sight, sounds or smell from the exterior of the house;
- (2) the business activity does not noticeably increase traffic to the Residential Lot or house;
- (3) the business activity does not increase the insurance premiums paid by the Association;
- and
- (4) the business activity is consistent with the residential character of the property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined at the Board's sole discretion.

### 3.3 Rental Restrictions and Conditions

- a. No house will be constructed and/or used exclusively for rental use; however, an Owner may lease a house, in its entirety, to a Single Family for not less than six (6) months or more than a total of eighteen (18) months. An extension of this rental period of up to, but not more than, six (6) months may be requested in a documented appeal by the Owner of the rented property to the Board. Sequential leasing to different lessees or to the same lessees under another lease is permitted, provided the total rental period does not exceed 18 months, with a possible extension, as stipulated above. Subleasing is prohibited. Owners of rental properties that do not conform to these rental restrictions will be subject to a penalty fee at the discretion of the Board. In special circumstances, the Board may grant an Owner a waiver from a rental restriction.
- b. All lessees shall comply with the covenants and restrictions stated herein, the Bylaws, and the rules and regulations for use of Common Property as established from time to time by the Association. Owners will supply lessees with copies of the aforementioned documents.

### 3.4 Prohibition of Timeshare Units

No Residential Lot or improvement thereon will be used, sold, developed, divided or in any way used as a timeshare program or ownership as that term is defined by Section 27-32-10, et seq. of the South Carolina Code of Laws, 1976, as amended. Nor may two or more Single Families (see Definitions) or adult individuals purchase or construct a house on a Residential Lot with the intent and/or purpose of alternating occupancy of the house.

### 3.5 Merging or Subdivision of Residential Lots

- a. Merging: Two or more Residential Lots may not be merged or combined into one Lot. An Owner of two adjacent Lots may build a house on or across property lines of two Lots; however, each Lot shall continue to be treated as an individual Lot with regards to the covenants and restrictions stated herein.
- b. Subdividing Lots: No Residential Lot shall be subdivided or separated into smaller Lots by any Owner. No portion less than all of any such Lot, nor any easement or other interest herein, will be conveyed or transferred by the Owner, provided this will not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments.
- c. Exceptions: Requests for exceptions to 3.5(a) and 3.5(b) above may be made in writing to the ACC. The ACC shall consider such requests according to the Lot Recombination

Criteria and make recommendations to the Board. The Board shall have the final decision regarding any lot recombination requests.

### 3.6 Utility Easements

There is hereby created a blanket easement upon, across, over, through and under all premises for ingress, egress, installation, repair and maintenance of all utility and service lines and systems including, but not limited to, water, electricity, telephone, cable or communications lines and systems, and gas lines, if applicable. By virtue of this easement, it will be expressly permissible for the providing utility or service company to install and maintain facilities or equipment on said property; to excavate for such purposes; and to affix and maintain wires, circuits, and conduits on the properties, provided they be underground. The providing service company will restore disturbed areas to the condition in which they were found. This easement in no way affects any other recorded easements of said premises. Easements are reserved for this purpose over the front and rear ten (10) feet of each parcel or Lot and five (5) feet along each side line.

## IV. ARCHITECTURAL CONTROL COMMITTEE - PURPOSE & LEGAL PROVISIONS

### 4.1 Appointment

The Board will appoint five (5) or a larger odd number of persons to the Architectural Control Committee, hereinafter referred to as the ACC.

### 4.2 Purpose of the ACC

- a. To administer and enforce the construction requirements as set forth herein and to regulate the external design, appearance, use and location of new house construction or external modifications to existing houses, including the clearing of trees and grading of property during construction, all in such a manner as to preserve and enhance values in a harmonious relationship among the existing structures and the natural vegetation and topography.
- b. To oversee the applicable architectural details, remodeling, construction, maintenance, usage, and signage of buildings on the Commercial Properties identified in Exhibit B and Exhibit C (see Section 6 for details).
- c. To adopt and implement written rules, guidelines and standards of general application governing the construction of or modifications to houses and other structures, and to

write and provide information, procedural instructions and forms for use by the ACC and/or Owners and their agents.

- d. To advise and make recommendations to the Board concerning the enforcement of the property maintenance requirements.
- e. To review written requests for variances from land use conditions or restrictions specified herein (see Section 7.4 for details).
- f. To retain and file in permanent files in the Keowee Harbours' clubhouse and post in the Members Section of the Keowee Harbours web site a copy of all documents relating to ACC business.

#### 4.3 Non-Waiver Provision

Failure of the ACC to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements designated in this Declaration as ACC responsibilities will not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement will not be deemed a waiver of such breach, and no waiver by the ACC of any of the aforementioned will be deemed to have been made unless expressed in writing and signed by the ACC.

#### 4.4 ACC Liability

Neither the ACC, nor any person or party to whom the ACC may assign such functions, will be responsible or liable in any way for the performance of any builder or for any defects in any plans or specifications approved in accordance with the foregoing, nor for any structural defects in any work done according to such plans and specifications. Approval of any one series of improvements hereunder shall not waive the ACC's right to disapprove subsequent improvements to the same Lot, house or building.

### V. ACC CONSTRUCTION REQUIREMENTS FOR RESIDENTIAL PROPERTY

#### 5.1 Setback Requirements

At this time, no detached Single-Family house will be located nearer to a street line than forty (40) feet, nearer to a rear line than fifty (50) feet, nor nearer to an interior side Lot line than ten (10) feet, unless a variance is granted by the ACC. However, before commencing with

constructions, Owners must contact the ACC for assistance in determining the most recent setback requirements established by Oconee County and the South Carolina Department of Health and Environmental Control (DHEC). Any structure attached to the house such as, but not limited to, eaves, steps, decks or porches is considered a part of the house.

## 5.2 Minimum Size

No detached Single-Family house shall be located on any Residential Lot unless the house shall have at least eighteen hundred (1800) square feet of heated living space on the main level. Main level is defined as the floor containing the major living area and principal entry into the house and does not include any basement or foundation level. The main level must be constructed entirely above grade on all elevations. No house shall exceed two and one-half stories in height as viewed from the street.

## 5.3 Outside Aesthetic Provisions

- a. An attached two-car garage is required as a minimum on a detached Single-Family house or, if approved by the ACC an attached breezeway, connecting the garage to the main house, may be constructed that conforms to the architectural design of the house and the topography. The installation of doors on all garage openings is required. Carports are prohibited except those built prior to the 1993 Declaration of Covenants (see Reference 2).
- b. Adequate paved off-street parking must be constructed for vehicles belonging to the occupants of the house. Driveways and parking areas must be paved with an ACC-approved material such as, but not limited to, concrete, asphalt, or other material.
- c. Houses constructed in whole or in part (including above grade foundations) of concrete, concrete blocks, cinder blocks, or other fabricated masonry block units, but excluding brick, must have the exposed surfaces veneered with brick, natural or fabricated stone, stucco, wood or other material approved by the ACC.

## 5.4 Prohibited Structures

No factory-built or manufacturer-assembled homes, mobile homes or house trailers are permitted, either temporarily or permanently, on any Residential Lot.

## 5.5 Codes

All plans and specifications for house construction must meet minimum requirements of the latest edition of the "Council of American Building Officials (CABO) One and Two Family Dwelling Code" and other existing applicable codes including, but not limited to, those of Oconee County, South Carolina and the National Electrical Code in force at the time of construction.

## 5.6 Shadowwalk Townhome Exemptions

The ten (10) existing Shadowwalk townhomes, as described in paragraph 2 of Exhibit A, are exempt from non-applicable requirements stated herein, such as the minimum size, garage and setback requirements.

## 5.7 Improvements to Undeveloped Residential Lots

Until the ACC approves construction of a house, no improvements are permitted on an undeveloped Residential Lot other than property maintenance and an ACC-approved parking area for a single vehicle (see Section 7.1.d). Neither permanent structures, nor structures of a temporary nature such as, but not limited to, tents or trailers shall be placed or built on an undeveloped Lot. Nor may an undeveloped Lot be used for camping or storage of any material or equipment.

# VI. ACC OVERSIGHT OF COMMERCIAL PROPERTY

## 6.1 Exhibit B, Commercial Property (4.95 acres)

In addition to the standards, requirements and procedures documented independently by the ACC and the applicable covenants and restrictions specified elsewhere in this Declaration, the ACC requirements for Exhibit B property, and any improvements thereon, include but are not limited to the following:

- a. External architecture and building materials of all buildings and signs constructed on this Commercial Property must be of a design and color in keeping with that of existing commercial buildings and signage on adjoining Exhibit C, Commercial Properties fronting South Carolina State Rt. 130.
- b. No building shall exceed two stories above grade level.



- c. No business building may be of temporary construction such as, but not limited to, trailers or tents.
- d. Owner(s) must provide adequate customer parking for the intended business. Business parking lots and access road(s) must be constructed of a material approved by the ACC such as, but not limited, to asphalt or concrete.
- e. Building construction must conform to existing applicable codes including, but not limited to, those of Oconee County, South Carolina and the National Electrical Code in force at the time of construction.
- f. When applicable, building(s) and grounds must be maintained in accordance with Section 9.1.
- g. Usage of a commercial business shall comply with Sections 9.8, Animals and Pets and Section 9.9, Nuisances: Odors, Noises, Activities and Miscellaneous.

## 6.2 Exhibit C, Commercial Properties (fronting Rt. 130)

The multiple Commercial Properties fronting South Carolina Rt. 130, as described in Exhibit C, are subject to the Covenants and Restrictions heretofore adopted in Reference 1 (1983 Declaration of Covenants). As set forth in Reference 1, ACC oversight continues with regards to signage, architectural detail, remodeling/alterations, construction, maintenance, and usage (the latter as specified in Article VII, paragraph (c) of Reference 1, and in paragraph 4 of the "Additional Declaration of Protective Covenants and Architectural Controls for Keowee Harbours" included in Reference 1).

## VII. ACC CONSTRUCTION APPLICATIONS & PROCEDURES

### 7.1 ACC Applications

- a. Application for New House Construction: The following will be submitted to the ACC for approval: a completed application; two complete sets of plans; specifications including exterior color and/or finish; a plat prepared by a licensed surveyor; and a copy of the county-approved septic system permit. The plat will show the location of the proposed construction, including location of foundation, decks, patios, driveway, and parking areas. Plans will include floor plans, exterior elevations and projected finished grades following backfilling and landscaping.

- b. Application for Commercial Construction on Exhibit B, Commercial Property: The following will be submitted to the ACC for approval: a completed application; two complete sets of plans; specifications including exterior color and/or finish; a plat prepared by a licensed surveyor; and a copy of the Oconee County-approved septic system permit. The plat will show the location of the proposed building(s), including location of foundation, road access/driveway, and parking area(s). Plans will include floor plans, exterior elevations and projected finished grades following backfilling and landscaping.
- c. Application for External Modifications to Existing House or Building: An application will be completed and submitted to the ACC for its approval prior to making any changes to the exterior of an existing house or commercial building including, but not limited to, alterations; additions; and changes in color, materials or roofing.
- d. Application for Outdoor Structures: An application will be completed and submitted to the ACC for its approval prior to the construction of any outdoor structure (see Section 9.2).
- e. Applications for Parking Areas on Undeveloped Lots: An Owner of an undeveloped Residential Lot desiring a temporary, off-street, non-paved parking area shall submit an application to the ACC. If approved, the parking area will be constructed in compliance with ACC instructions and guidelines and, once completed, may not be used for parking of campers, recreational vehicles, motor homes, large trucks, boats, trailers, equipment or commercial vehicles.
- f. All ACC applications shall be available for Member review in the clubhouse and on the Members Section of the Keowee Harbours web site no less than seventy-two (72) hours before the ACC takes action pursuant to Section 7.2 of this Declaration

## 7.2 Approvals/Disapprovals of Applications

The ACC will either approve or disapprove an application in writing to the Owner within thirty (30) days following receipt of an application and all required documentation. If disapproved, the ACC will state the specific reason(s) it has been disapproved and, when possible, suggest modification(s) that can be made to obtain approval. ACC decisions may be based, at their sole discretion, on location, specifications and/or aesthetics.

## 7.3 Appeals for Adverse ACC Decisions

The applicant may appeal an adverse ACC decision in writing to the Board, which may reverse or modify such decision by not less than a two-thirds (2/3) vote of all the Directors.

#### 7.4 Variances

The ACC will, to the best of its ability, determine if a variance would adversely affect, now or in the future, neighboring Lots, land use conditions, or Keowee Harbours as a whole. Before granting any approval, the ACC shall also seek the approval of the Owners of the properties within 100 feet of the property lines of the Lot for which a variance has been requested. If the ACC grants a variance that must be recorded in the Oconee County records in Walhalla, the recording cost(s) will be borne by the party requesting the variance.

#### 7.5 Deviations in Building Plans

Any change or deviation in plans or specifications made following ACC approval must be submitted to the ACC for re-approval prior to incorporating the change or deviation.

### VIII. ACC CONSTRUCTION REQUIREMENTS

In addition to construction on Residential Property, these requirements shall also apply, when applicable, to construction on the Commercial Property described in Exhibit B (4.95 acres).

#### 8.1 Site Preparation

ACC guidelines and requirements, including those for site preparation, will be provided upon written approval of an application. No cutting of trees or grading may take place prior to the Owner(s) receiving the ACC's written approval of the building site following the ACC's pre-construction on-site inspection(s). The ACC may authorize, at its discretion, the cutting of sufficient trees on commercial property described in Exhibit B to provide access by construction vehicles to the building site and to provide adequate customer parking and access to the proposed building.

#### 8.2 Builder Adherence

It is the Owner's responsibility to inform and enforce adherence by the builder and/or contractor to the applicable covenants, restrictions and regulations stated in this Declaration and the ACC-generated site preparation and construction requirements. In addition, the Owner, his builder, and/or contractors must conform to applicable construction regulations mandated by Oconee County and the South Carolina Department of Health and Environmental Control (DHEC).

### 8.3 Environmental Protection

Commercial Property and Residential Property must comply with applicable South Carolina Department of Health and Environmental Control (DHEC) environmental regulations for drainage and erosion control before, during and after construction. The ACC shall assist Owners in obtaining these agencies' regulations.

### 8.4 Protection of Streets During Construction

During all phases of clearing, grading and construction, all construction-related vehicles must enter and leave a building site on the existing or intended driveway and use the service road when entering or exiting Keowee Harbours. To prevent the tracking of dirt and mud onto streets, an adequate base of stone or gravel will be spread on the intended driveway of any new construction in accordance with ACC guidelines prior to the commencement of any project.

### 8.5 Damage

It is the responsibility of the Owner and/or the builder to repair damage to Keowee Harbours' street surfaces, street shoulders, drainage ditches, common areas, landscaping, or adjacent properties during any construction or major landscaping project. This includes the replacement of grass, rock or riprap. The Refundable Violations/Damage/Cleanup/Restoration Fee will not be refunded until such time as all damage is repaired.

### 8.6 Clean Up During and After Construction

- a. During construction, all construction debris such as, but not limited to, scrap material, garbage, and tree debris resulting from the clearing of the property must be removed by the Owner and/or the builder with such frequency as to maintain a somewhat orderly and neat building site. Failure to do so will result in an assessment to the Owner for the cost of cleanup arranged by the ACC. Such debris may not be deposited, buried or burned on any Lot or area within Keowee Harbours unless approved in writing by the ACC. The ACC has the right to require the builder or contractor to remove any obnoxious or obtrusive equipment.
- b. It is the responsibility of the Owner and/or the builder to remove within 24 hours all construction-related mud and debris deposited on Keowee Harbours' roads, common areas or adjacent properties during construction.
- c. Within one month of completion of a new house or building or modifications to the same, the builder and/or the Owner shall remove all construction materials/debris, waste

disposal containers and portable toilets from the building site. The ACC, at its discretion, has the authority to make exceptions for the outdoor storage of leftover building materials based on the type of item(s) to be stored; storage location; visibility from the street and adjacent lots; and impact on a Lot's appearance. Until such time as the house or building is occupied or sold, the builder and/or the Owner shall keep the site clean and shall mow grass if applicable.

#### 8.7 Landscaping

Basic foundation shrubbery shall be planted no later than 4 (four) months after completion of a house or building. The ACC, at its discretion, may grant an extension if an Owner is unable to complete landscaping in the allotted timeframe because of weather-related or unforeseen circumstances.

#### 8.8 Compliance

If during or after construction, the ACC finds that the construction does not comply with the approved plans or specifications, it reserves the right to require conforming changes be made. The cost of said changes will be borne by the builder and/or Owner.

#### 8.9 Completion Schedule

The construction of new houses or buildings, or modifications to the same, including driveways and final grading, shall be completed within twelve (12) months from the commencement of construction. The ACC has the authority to approve an extension if it determines that such completion is deemed impossible or would result in great hardship to the Owner and/or builder for reasons including, but not limited to, strikes, fires, national emergencies, or natural calamities.

### IX. COMMUNITY REQUIREMENTS AND RESTRICTIONS

This section states the restrictions and requirements with which Owners, tenants and/or occupants of houses or buildings on property described in Exhibit A and Exhibit B shall comply when applicable. Unless otherwise specified, the Board enforces the requirements and restrictions contained in this section for Residential Property. The ACC oversees the applicable requirements and restrictions with regards to the Commercial Property described in Exhibit B.

## 9.1 Property Maintenance, Trees, Hobbies, Landscaping, and Outdoor Storage

When the Board, at its discretion, determines that any property or any improvement thereon is not in compliance with the standards of property maintenance stated below, it has the authority to require in a written notice to the Owner that he/she perform the specified work by a Board-determined deadline. The Board will offer its assistance in arranging for the required work when an Owner does not live locally.

- a. **Maintenance of Developed Property:** Owners shall maintain their property and all improvements thereon neat in appearance, and in good order and repair. This shall include, but is not limited to, the painting or other appropriate external care of houses, buildings, improvements and outdoor structures, all in a workmanlike manner and with such frequency as is consistent with good property management. Areas of cultivated or uncultivated property visible from a street shall be maintained by the mowing of grass, if applicable, and the removal of overgrown natural vegetation (trees exempt), underbrush, excessive ground debris and downed trees, all with such frequency as to not become a fire hazard and to maintain a reasonably neat appearance.
- b. **Maintenance of Undeveloped Property.** With the exception of grassy areas visible from a community street, undeveloped property may be left in a natural state until such time as the Board determines that a particular property has become a health or fire hazard and/or is unduly unsightly. Owners of property with grassy areas visible from a street will mow, or arrange for the mowing of grass, with such frequency as to maintain a reasonably neat appearance.
- c. **Tree Cutting:** The cutting of trees on Lake Keowee shoreline property must conform to applicable restrictions mandated by the Oconee County Planning Department and the South Carolina Department of Health and Environmental Control (DHEC). The ACC or Board can assist Owners in obtaining the regulations. Provided any trees to be cut are not in conflict with tree cutting restrictions mandated by these agencies, Owners at their discretion may remove trees that are diseased, dead, threatening to fall, or posing a risk to a house, other structure, or Common Property. Owners may also thin trees to promote healthy growth of other trees; however, they may not remove, without prior Board approval, so many trees as to substantially alter the environmental landscape of a Lot. ACC approval is required before removing any trees in preparation for construction (see Section 8.1).
- d. **Landscaping on Lake Keowee Shoreline:** Any new landscaping projects on the Lake Keowee shoreline must conform to restrictions mandated by the Oconee County Planning

Department and the South Carolina Department of Environmental Control (DHEC). The ACC or Board can assist Owners in obtaining these regulations.

- e. **Hobbies:** The pursuit of hobbies or other activities including, but not restricted to, the assembly and disassembly of motor vehicles and other mechanical devices that might tend to cause disorderly, unsightly or unkempt conditions will be confined to the inside of the house or garage.
- f. **Outdoor Storage:** No property will be used, in whole or in part, for the outdoor storage of inoperable vehicles, recreational vehicles, boat trailers, campers, house trailers, tractors, boats other than canoes or kayaks, junk, garbage, or anything else that would cause such property to appear to be in an unclean or untidy condition or that is visually offensive. The Board, at its discretion, has the authority to approve exceptions based on the type of item(s) to be stored; storage location; visibility from the street and adjacent lots; and impact on a Lot's appearance. Owners may store firewood provided it is neatly stacked and not clearly visible from the street. The ACC, at its discretion and based on need, may waive storage restrictions on Commercial Property described in Exhibit B.

## 9.2 Outdoor Structures, Fencing, Walls and Clotheslines

- a. No tents (except for short-term use by children or for large parties), metal-framed structures, dog runs, sheds, barns or shacks are permitted on any property. The construction or placement of all other outdoor structures including, but not limited to, children's play structures, hot tubs and gazebos requires prior ACC approval, which shall be based on aesthetics, location, construction details, materials and the impact on neighbors. Outdoor structures are not permitted on undeveloped property prior to construction of a house or building. The ACC, at its discretion, may grant exceptions for the Commercial Property described in Exhibit B.
- b. No chain link, woven wire or similar type of fencing will be allowed. ACC approval is required for the installation on any Lot of fencing or walls with the exception of retaining walls or decorative walls/fences that are no more than three (3) feet in height, are aesthetic in nature and are not placed along property lines. Fences previously approved and built prior to the recording of this Declaration are exempt. The ACC, at its discretion, may grant exceptions for the Commercial Property described in Exhibit B.
- c. Outdoor clotheslines are prohibited on any Lot.



### 9.3 Garbage and Yard Debris

- a. Garbage and trash containers on Residential Property must be installed underground or kept out of sight. If a residential collection service is contracted, containers must be removed from curbside by 6:00 p.m. on the day of collection. Commercial waste disposal containers are permitted on Commercial Property described in Exhibit B.
- b. No yard/tree debris, cut trees, trash, garbage or construction debris will be deposited on another Owner's property or on Common Property not designated for such purpose, nor may any of the aforementioned be stored (except stacked firewood), burned or buried on any property.

### 9.4 Mailboxes and Newspaper Receptacles

Approval from the U.S. Post Office in Salem, SC is required for mailbox location, type and size. Newspaper receptacles will be as inconspicuous as possible and must not have the newspaper's name printed on them.

### 9.5 Signs

No signs including, but not limited to, advertising signs (includes signs advertising property for sale or rent), billboards, contractors' or sub-contractors' signs may be erected or displayed on any Residential Property or Common Property except entrance signs, directional signs, traffic control signs, and the short-term display of signs or balloons for parties, family-related events and birth announcements. ACC-approved signage may be displayed on Commercial Property.

### 9.6 Docks, Riprap, Irrigation Systems, and Houseboats

Duke Energy approval is required for the installation of docks or placement of riprap on the Lake Keowee shoreline. Duke Energy approval is also required before installing irrigation systems using lake water. A copy of any written approval from Duke Energy shall be furnished to the ACC. No houseboat may be tied or docked to a Lot in Keowee Harbours.

### 9.7 Exterior Radio and Television Antennas

Prior ACC approval is required for exterior transmission/receiving antennas or aerials except those that the most current Federal Communications Commission regulations state may not be controlled or prohibited by homeowners' associations such as, but not limited to, a present exemption for direct broadcast satellite dishes less than 39 inches in diameter.

## 9.8 Animals and Pets

- a. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any property, with the exception of a reasonable number of dogs, cats or other usual and common household pets, provided said pets: (1) are not kept, bred, boarded or maintained for any commercial purposes; (2) are not permitted to roam freely; and (3) do not endanger the health or safety of any resident, make objectionable noise, or constitute a nuisance or inconvenience to other property Owners.
- b. An Owner shall keep his or her pet on the property where the Owner resides. If a pet is off the Owner's property, the pet shall be under the Owner's direct control on a leash or other means.

## 9.9 Nuisances: Odors, Noises, Activities & Miscellaneous

- a. Odors: No substance, thing or material that will emit foul or obnoxious odors will be kept on any property.
- b. Noises: No unreasonably loud, disturbing or unnecessary noise of such intensity and continued duration, which substantially causes distress, annoyance, discomfort or injury to a person(s) of ordinary sensibilities in the immediate vicinity, is permitted. No loudspeakers, horns, whistles, sirens, bells, or other sound devices, except such devices used exclusively for security purposes, shall be located, installed or maintained outside on any Lot. Between the hours of 10:00 p.m. and 7:00a.m., dogs may be outdoors for only brief periods of time during which their barking must be restrained. The periodic use of property maintenance equipment such as, but not limited to, leaf blowers, lawn mowers and chain saws is permitted, as is the use of generators when necessary. Portable radios, CD players and other music producing devices may be used outdoors, provided the volume is such that it does not disturb other residents or provoke a negative response from them. The above exemptions must be used within a time frame as to not disturb the sleep of other residents, and not with such frequency as to become a nuisance. All the aforementioned restrictions and exemptions are not to be construed as exclusive.
- c. Activities: No obnoxious, illegal, or offensive activity will be conducted upon any property, nor will anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to residents of other properties be permitted.
- d. Miscellaneous: No plants, animals, devices or things of any sort whose activities or existence in any way is noxious, illegal, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of property in the community will be permitted.

#### 9.10 Parking and Use of Vehicles

- a. Posted speed limits must be observed on all streets in Keowee Harbours.
- b. Overnight parking of business-related vehicles is permitted on Commercial Property described in Exhibit B, provided vehicles are in compliance with paragraphs (f) and (g) below.
- c. Vehicles may be parked temporarily on Keowee Harbours' streets but not in any manner that would block or impede access of emergency vehicles or normal traffic. Vehicles may not be parked overnight on Keowee Harbours' streets. The clubhouse parking lot and grounds may be used for overnight parking of vehicles belonging to Owners, their guests or family members.
- d. Parking is never permitted in front of mailboxes or fire hydrants, nor may any item(s) be placed in front of fire hydrants so as to block access to the hydrants by the fire department.
- e. No boats, campers, buses and/or recreational vehicles may be stored on any property unless the same shall be kept in an enclosed garage. The aforementioned vehicles may be parked in a driveway or parking area for a period not to exceed seven (7) days.
- f. No automobile or motor-driven vehicle in a condition such that it is incapable of being operated upon the public highways may be left outside upon any property for a period longer than thirty (30) days.
- g. All automobiles, trucks and recreational vehicles driven on the streets of Keowee Harbours must have a valid state license tag and be maintained to safety standards required by the state in which they are licensed. Motorized vehicles not licensed for highway use such as, but not limited to, golf carts may be used on community roads if driven by a person with a state-issued driver's license.

#### 9.11 Burning Restrictions and Fireworks

- a. Outside Burning, Grills, and Outdoor Fireplaces: There shall be no outside burning on any property including, but not limited to, the burning of trash, leaves, logs, construction debris or any other type of debris. This does not apply to the grilling or cooking of food on outside appliances designed and built for that purpose. The construction of outdoor fireplaces requires prior ACC approval; however, approval is not required for the use of

industry-manufactured outdoor fireplaces, provided they are operated in compliance with the manufacturer's safety guidelines. Chimeneas and other clay models of outdoor fireplaces are prohibited.

- b. Fireworks: Fireworks are permitted on Residential Property except when a "Red Flag Alert" is issued for our area by the South Carolina State Forestry Commission. The red flag is displayed at the Keowee Harbours' front gate or elsewhere outside Keowee Harbours by the local fire department. Use of fireworks is prohibited on Commercial Property described in Exhibit B.

## X. ASSESSMENTS

### 10.1 Creation of Lien and Personal Obligation of Assessments

- a. Each Member of the Association by acceptance of a deed thereof, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to such Association the following:
  - (1) General assessment or charges per Residential Lot as described in Exhibit A;
  - (2) Special assessment for capital improvements.
- b. All such assessments, together with interest and penalties thereon and costs of collection thereof, as hereinafter provided, will be a charge on the property and will be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, penalties, and costs of collection thereof, will also be the personal obligation of the owner of such property at the time when the assessment fell due.
- c. Shadowwalk Townhomes: In addition to the above stated assessment obligations to the Association, Owners of Shadowwalk townhomes are subject to additional assessments set aside for the upkeep of the grounds, parking areas and exterior of the townhomes in accordance with the "Party Wall Agreement and Additional Declaration of Protective Covenants and Architectural Controls for Shadowwalk Townhomes" recorded on May 16, 1994 in Deed Book 0771, page 0334 in the records of Oconee County, South Carolina and as amended or supplemented from time to time.

### 10.2 General Assessment

- a. Purpose of Assessment. The general assessment levied by the Association will be used exclusively to promote the recreation, health, safety and welfare of the Members and, in

particular, for the improvement, maintenance and operation of Common Property and facilities.

- b. **Basis for Assessment.** All fees and assessments levied against the owners by the Association shall be uniform and, unless otherwise provided in these Covenants or in the Bylaws, the fees and assessments made by the Association shall be made equally among the Lot Owners.
- c. **Determination of Assessment.** The Board will establish the general assessment by the affirmative vote of no less than two-thirds (2/3) of the total number of Board Directors. The general assessment must be sufficient to meet the obligations imposed by this Declaration.
- d. **Due Date of Assessment.** The Board, by majority vote of its directors, will set the dates such assessments become due and may provide for collection of assessments annually, semiannually, quarterly or in monthly installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

### 10.3 Special Assessment for Capital Improvements

The Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property including fixtures and personal property related thereto, provided that any such assessment must have the affirmative written vote of not less than two-thirds (2/3) of the votes cast by at least one-third (1/3) of the total number of Owners of all Residential Lots entitled to vote and voting, with one (1) vote allocated to each Residential Lot, and fractional votes prohibited.

### 10.4 Effect of Non-Payment of Assessments

Any assessment not paid within thirty (30) days after the due date may, upon resolution of the Board, bear interest from the due date in the manner and rate prescribed in the Bylaws. The Association may bring an action at law or equity against the Member personally obligated to pay the same or foreclose the lien against the property in the same manner as foreclosure of a mortgage upon giving of thirty (30) days written notice to the Member at his last known address and upon filing a lis pendens in the Clerk of Court's Office for Oconee County, South Carolina. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his/her Lot.

### 10.5 Subordination of the Lien to Mortgages

The lien of the assessments provided for herein is hereby subordinate to the lien of any mortgage representing a lien on said property without necessity of recording any separate document. Sale or transfer of any Residential Lots will not affect the assessment lien. However, the sale or transfer of any Residential Lot pursuant to foreclosure will extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer will relieve such Lot of liability from any assessment thereafter becoming due or from the lien thereof.

#### 10.6 Exempt Property

- a. The following property subject to this Declaration will be exempt from assessments, charges and liens created herein:
  - (1) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
  - (2) All Common Property; and
  - (3) Commercial Property as described in Exhibits B and C.
- b. Notwithstanding any provision herein, no land or improvements devoted to dwelling use will be exempt from such assessments, charges or liens.

### XI. GENERAL PROVISIONS

#### 11.1 Enforcement

The Association, the ACC or any Owner will have the right to enforce, by any proceeding at law or in equity, all covenants, restrictions, regulations, conditions, reservations, easements, liens and charges now or hereafter imposed by this Declaration.

- a. **Recording Notice of Violation.** Further, the Board of Directors shall have the right to record in the appropriate land records a notice of violation of this Declaration or the Bylaws of the Association, or any rules, regulations, use restrictions, or design guidelines promulgated by the Association and to assess the cost of recording and removing such notice against the Owner in violation of the Declaration.
- b. **Suspension of Delinquent Owner's Right to Use Recreational Facilities.** In addition, the Association may suspend the right of an Owner to use any of the recreational facilities located on Common Property if the Owner is more than 30 days delinquent in paying any assessment or other charge due to the Association.

- c. Remedies Cumulative; Recovery of Costs. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, incurred in such action.
- d. No Waiver. Failure or forbearance by the Association, the ACC or any Owner to enforce any covenant or restriction herein contained will in no event be deemed a waiver of the right to do so thereafter. The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions. **The Board may enforce and foreclose any lien authorized herein and may settle or compromise such lien if in the best interests of the Association.** Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

## 11.2 Prosecutorial Rights

If anyone bound to observe and comply with this Declaration will violate or attempt to violate any covenant or restriction while the same is in force, it will be lawful for any other person owning an interest and subject to this Declaration to prosecute any proceeding at law, or in equity, against such violator to prevent or recover damages for such attempt or violation.

## 11.3 Severability

Invalidation of any one of the covenants or restrictions or portions thereof by judgment or court order will in no way affect any other provisions or portions thereof which remain in full force and effect.

## 11.4 Liability

The Association has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. In the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, the Association shall have no liability of any kind as a result of such



unenforceability and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that the Association shall have no such liability.

#### 11.5 Captions

Section and paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

#### 11.6 Duration

The provisions of this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded in the records of Oconee County, South Carolina, after which time said Declaration shall be automatically extended for successive periods often (10) years.

#### 11.7 Amendment Process

- a. This Declaration may be amended, in whole or in part, by the affirmative written vote of not less than two-thirds (2/3) of the votes cast by at least one-half (1/2) of the total number of Owners of all Residential Lots entitled to vote and voting, with one (1) vote allocated to each Residential Lot, and fractional votes prohibited.
- b. Written notice of such proposed amendments will be given or mailed to all Members at least thirty (30) days in advance of any voting deadline.
- c. Approved amendments shall be recorded, duly executed in the records of Oconee County, South Carolina by (a) the requisite number of such Members required to effect such amendment; or, (b) by the Association, in which latter case, such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Members to effect such amendment, certified by the Secretary of the Association.

#### 11.8 Dispute Resolution

- a. Action Against the Association.  
Any Member or Owner who brings an action against the Association challenging any provision of this Declaration or the Bylaws shall do so in accordance with the dispute resolution procedures set forth in this Section.

b. Mandatory Procedures

(1) Notice. Any Member or Owner having a Claim (the “Claimant”) against the Association (the “Respondent”) (the Claimant and the Respondent being herein individually referred to as a “Party” and collectively as the “Parties”) shall notify each Respondent in writing (the “Notice”), stating plainly and concisely:

- i. The nature of the claim, including the persons or entities involved and the Respondent’s role in the claim;
- ii. The legal basis of the Claim (i.e., the specific provisions of this Declaration or the Association’s Bylaws or other authority out of which the Claim arises);
- iii. The proposed remedy; and
- iv. The fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the claim.

(2) Negotiation and Mediation

- i. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors of the Association may appoint a representative to assist the Parties in their negotiations.
- ii. Negotiation and mediation shall take place at a location to be agreed upon by the Parties.
- iii. If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other time period as may be agreed upon by the Parties), Claimant shall have an additional 30 days in which to submit the Claim to mediation under the auspices of the American Arbitration Association (“AAA”) in accordance with the AAA’s Commercial or Construction Industry Mediation Rules, as appropriate. The parties shall agree on a mediator; however, if they cannot agree within 45 days after the date of the Notice, then a mediator shall be appointed in accordance with the AAA’s Commercial or Construction Industry Mediation Rules.

- iv. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to any person or entity other than the Claimant.
- v. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to AAA mediation, or within such other time as may be determined by the mediator or agreed to by the Parties, the mediator shall issue a written notice of termination of the mediation process, which notice shall state that the Parties are at an impasse and set forth the date that mediation was terminated (hereinafter "Termination of Mediation").
- vi. Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees and expenses of the mediator and the administrative fees of mediation. If the Parties agree to a resolution of a Claim through negotiation or mediation as set forth in this Subsection (c), and any Party thereafter fails to abide by the terms of the settlement agreement, any other Party may file suit or initiate arbitration proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Subsection (c). In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or, if more than one Party is in noncompliance, from all non-complying Parties pro rata) all costs incurred by such Party in enforcing the agreement, including, without limitation, attorneys' fees and court costs.

### (3) Binding Arbitration

- i. After Termination of Mediation, Claimant shall be entitled to submit the Claim to final, binding arbitration under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. No Claim subject to this Subsection (c), whether by the provision thereof or by agreement of the Parties, shall be submitted to or decided by or in a court of law. Any judgment upon the award entered by the arbitrator may be entered in and enforced by a court of competent jurisdiction. If the amount claimed by the Complainant, or by the Respondent in a counterclaim, exceeds \$250,000, then the Claim shall be heard and

determined by three arbitrators. In all other cases, unless the Parties agree otherwise, the Claim shall be heard and determined by a single arbitrator. An arbitrator shall have expertise in the areas of the Claim, which may include legal expertise if legal issues are involved.

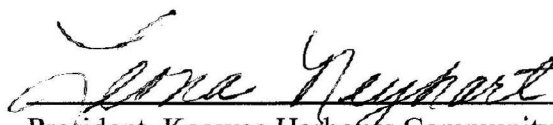
- ii. The place of arbitration shall be agreed upon by the Parties/Arbitration shall take place at a location to be agreed upon by the Parties.
- iii. Each Party shall bear its own costs of the arbitration, including attorneys' fees, and each Party shall share equally all fees and expenses of the arbitrator and the administrative fees of arbitration.

Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting Party shall be awarded reasonable attorneys' fees and expenses incurred in defending such contest. All decisions regarding the arbitrability of any Claim shall be decided by the arbitrator(s).

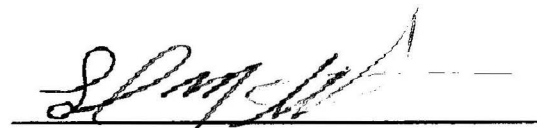
- iv. The award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties involved in the arbitration.

IN WITNESS WHEREOF, the Keowee Harbours Community Service Association, Inc., acting through its undersigned duly authorized officers, approved and authorized this revised Keowee Harbours Declaration of Covenants and Restrictions, the 12 day of June, 2018.

Keowee Harbours Community Service Association, Inc.



President, Keowee Harbours Community Service Association, Inc.



Secretary, Keowee Harbours Community Service Association, Inc.

## EXHIBIT A

### RESIDENTIAL PROPERTY

1. All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee on Lots 1 through 104 of Keowee Harbours according to a plat thereof prepared by Enwright & Associates, dated January 24, 1984, and recorded in Plat Book P-51 at Page 103, records of Oconee County, South Carolina, and having the metes and bounds, courses and distances as upon said plat appear. (Note: After platting of this property, some lots were combined before being put on the market and Lot 104 was used for a walking trail. Consequently, the lot numbers are now: 1-5, 8-14; 16-31; 33-45; 48-68; 70-86; 88-103 for a total of 95 lots.)
2. All those certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina, County of Oconee, containing:
  - a. Units 150-A, 150-B, and 150-C, as shown on a plat of Shadowalk Enterprises, Inc., prepared by R. Jay Cooper, PE & LS #4682, dated September 10, 1987, recorded on October 24, 1987 in Plat Book P-51 at Page 159;
  - b. Units 153-A, 153-B, and 153-C, as shown on a plat of Shadowalk Enterprises, Inc., prepared by R. Jay Cooper, PE & LS #4682, dated September 2, 1987, revised December 2, 1987, recorded December 9, 1987 in Plat Book A-15 at Page 8; and
  - c. Units 164-A, 164-B, 164-C, and 164-D, as shown on a plat of Shadowalk Enterprises, Inc., prepared by R. Jay Cooper, PE & LS #4682, dated May 28, 1987, recorded May 29, 1987 in Plat Book A-8 at Page 2, records of Oconee County, South Carolina, and having the metes and bounds, courses and distances as upon said plat appear.
3. All that certain piece, parcel or lot of land lying and being in the State of South Carolina, County of Oconee, being known and designated as 18.76 acres, but excluding 4.95 acres more or less of property designated as Lot 6, and containing Lot Numbers 1, 2, 3, 4, 5, 7, and 8 of Keowee Harbours Subdivision on a plat prepared by Michael S. Perdue, RLS #18266, dated November 16, 2007 and recorded November 20, 2007 in the Office of the Register of Deeds for Oconee in Plat Book B238, at page 8-9, and having the metes and bounds, courses and distances as upon said plat appear. This is a portion of the same property conveyed unto the Grantors herein by K&M Investments of Oconee County, Inc. dated May 20, 2004 and recorded in the Office of the Register of Deeds for Oconee County in Deed Book 874, page 231.

## EXHIBIT B

### COMMERCIAL PROPERTY (4.95 ACRES)

The Commercial Property described below is subject to the covenants and restrictions stated herein.

All that certain lot of land situate, and being in the State of South Carolina, County of Oconee, being known as Lot 6, and containing 4.95 acres more or less on a plat prepared by Michael S. Perdue, RLS #18266, dated November 16, 2007 and recorded November 20, 2007 in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book B-238, pages 8-9, and having the metes and bounds, courses and distances as upon said plat appear. (For reference only: See Lot 6 in Exhibit D.)

## EXHIBIT C

### COMMERCIAL PROPERTIES FRONTING RT. 130

The Commercial Properties fronting South Carolina Route 130 are identified below. These properties are subject to the covenants and restrictions heretofore adopted for this Commercial property as set forth in the original 1983 Declaration of Covenants and Restrictions (Reference 1).

1. All that certain piece, parcel or tract of land, together with any and all improvements located thereon, lying and being situate in the State of South Carolina, County of Oconee, lying on the eastern boundary of South Carolina Highway 130 between Seneca and Salem, and containing 4.74 acres, more or less, as shown and more fully described on a Plat of Survey prepared by Gary L. Eades, PLS #19013, of Golden Comer Surveying, Inc., dated December 6, 2005, and recorded in Plat Book B144, at Page 3, records of the Register of Deeds Office for Oconee County, South Carolina; having the metes and bounds, courses and distances as appear upon said Plat. (For reference only: This property is known as Harbour Village and includes the Key Mart.)
2. All that certain piece, parcel or lot of land, together with all improvements thereon, lying and being situate in the State of South Carolina, County of Oconee, Keowee Township on South Carolina Highway 130, and being known and designated as containing 0.63 of an acre, more or less, on a plat thereof prepared by Michael L. Henderson, PS #6946, dated September 25, 2001, and recorded in Plat Book B78, page 5, records of Oconee County, South Carolina, having the metes and bounds, courses and distances as appear upon said Plat. (For reference only: The building containing The Wine Emporium is currently situated on this property.)
3. All that certain piece, parcel or tract of land, together with all improvements thereon, lying and being situate in the State of South Carolina, County of Oconee, Keowee Township, located on the east side of South Carolina Highway 130, containing 0.75 acres, more or less, as shown and more fully described on a plat prepared by Michael L. Henderson, PS #6946, dated April 4, 1997, and recorded in Plat Book A483, Page 1, records of Oconee County, South Carolina, having the metes and bounds, courses and distances as appear upon said Plat. (For reference only: Ware Properties is currently situated on this property.)
4. All that certain piece, parcel or tract of land, together with all improvements thereon, lying and being situate in the State of South Carolina, County of Oconee, fronting on South Carolina Highway 130, containing 2.09 acres, more or less, as shown and more fully described on a plat thereof prepared by R. Jay Cooper, PE & LS #4682, recorded in Plat Book A29, page 4, records of Oconee County, South Carolina, having the metes and bounds, courses and distances as appear upon said Plat.



NOTE: This above property was subdivided into two lots in 2008 and has separate owners. Subway is situated on approximately one half but, at this time, no new plat for this portion has been recorded. The other half is undeveloped but has been platted as follows: "All that certain piece, parcel or track of land situate, lying and being in the State of South Carolina, County of Oconee, Keowee Township, being know and designated as Tract "B" containing 0.970 of an acre, more or less, as shown and more fully described in a Plat thereof prepared by Stephen R. Edwards, PLS #19881, dated July 25, 2008 and recorded on September 30, 2008 in Plat Book B278, page 4, records of Oconee County, South Carolina.

## EXHIBIT D

### PLAT HARBOR HOLDINGS DEVELOPMENT

Developer Harbor Holdings, LLC, recorded this Plat containing Lots 1 through 8. This is the former Shadowwalk undeveloped 18.76 acres. Note that Lot 6 is now a Commercial Property (Exhibit B); the remaining Lots are Residential Property as described in Exhibit A, paragraph 3.

## EXHIBIT E

### SUPPLEMENTAL AGREEMENT FOR THE MAINTENANCE OF DECK HOUSE LANE

This Supplemental Agreement for the Maintenance of Deck House Lane ("Supplemental Agreement") between the Association and the Shadowwalk Homeowners Association (SHA) is entered into with the aim of providing clarity and certainty regarding maintenance and insurance responsibilities over Deck House Lane. Deck House Lane is part of the Shadowwalk townhome development within Keowee Harbours and is not part of the "common property" of the Association, since it crosses over land owned by the Owners of Lot 1, Lot 150-C, Lot 153-A, Lot 153-B and Lot 153-C. Furthermore, Deck House Lane is the only road allowing access to Lot 1, which is not part of the Shadowwalk development.

With the understanding that Deck House Lane is not common property, but is the only access to Lot 1, the Association covenants and agrees to maintain a portion of Deck House Lane as follows:

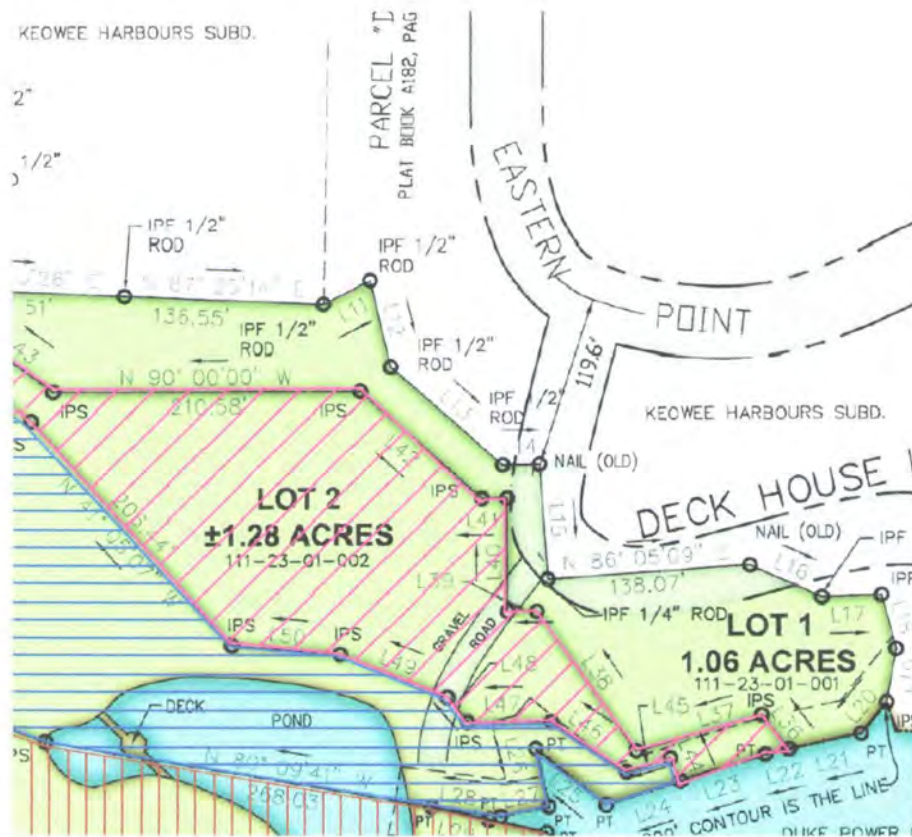
- (1) The next time (subsequent to the date of this Agreement) that the Association repaves the Association-owned roads within Keowee Harbours, it will also repave all of Landfall Lane and Deck House Lane up to the parking areas.

After this full repaving, which shall be paid for by the Association, the division of responsibility outlined below in subparagraph (2) shall govern the maintenance of Deck House Lane.

- (2) Portion to be maintained by the Association.

The portion of Deck House Lane to be maintained by the Association shall begin where Deck House Lane meets Eastern Point, and shall run along Deck House Lane southward to the ¼" iron pipe located where Deck House Lane meets the southernmost corner of the gravel driveway entering onto Lot 1, thus fully encompassing the driveway entrance, and shall end in a straight line from this iron pipe straight across Deck House Lane in a northeasterly direction so as to create a 45 degree angle in between the edges of Lot 1.

See picture below for reference:



(3) Insurance.

Insurance over entirety of Deck House Lane shall be the responsibility of the SHA and/or the individual lot owners over whose land Deck House Lane runs.

(4) Limitation of liability.

In exchange for the Association's agreement to maintain this portion of Deck House Lane, SHA and the owners of Lot 1, Lot 150-C, Lot 153-A, Lot 153-B and Lot 153-C agree to indemnify the Association for any damages arising from the Association's exercise of its maintenance obligations under this Supplemental Agreement, except in relation to matters as to which the Association shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence in the performance of its obligations under this Supplemental Agreement.

AFFIDAVIT

STATE OF SOUTH CAROLINA  
OCONEE COUNTY

PERSONALLY APPEARED before the undersigned officer, duly authorized by law to administer oaths in the state and county aforesaid, Leonard M. Abbatiello, who first being duly sworn, states on oath and deposes as follows:

My name is Leonard M. Abbatiello, I am over the age of eighteen years old, am in all respects legally competent to execute this affidavit and all facts herein are based on my personal knowledge.

I am the Secretary of the Keowee Harbours Community Service Association, Inc. (the "Association"), a nonprofit corporation organized under the laws of South Carolina.

I hereby certify and attest that, in accordance with the Association's Declaration of Covenants and Restrictions of record and its Bylaws, at least fifty percent (50%) of the eligible-to-vote Owners of the total Residential Lots in Keowee Harbours cast their votes by written ballots on April 21, 2018 and, of these Owners, at least two-thirds (2/3) did cast their votes in the affirmative to effect the amended, restated, and revised "Declaration of Covenants and Restrictions for Keowee Harbours," dated April 21, 2018.

FURTHER AFFIANT SAYETH NOT.

In the presence of:

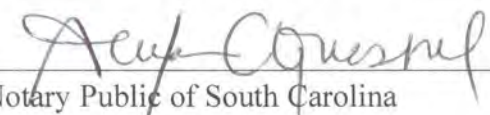
Keowee Harbours Community Service Association, Inc.


  
Leonard M. Abbatiello, Secretary

I, the undersigned notary, do hereby certify that the above-named officer of the Keowee Harbours Community Service Association personally appeared before me this day and acknowledged the due execution of the foregoing Declaration.

WITNESS my hand and seal this 27<sup>th</sup> day of June, 2018.

  
Notary Public of South Carolina (SEAL)

My commission expires: 01/19/2027



ACKNOWLEDGEMENT

State of South Carolina  
County of Oconee

I, Alexa C Quesnel, a Notary Public for the State of South Carolina, do hereby  
certify that Leonard M. Abbaticello personally appeared before me this day and  
acknowledged due execution of the foregoing instrument.

WITNESS my hand and seal this 27<sup>th</sup> day of June, 2018.

Alexa C Quesnel (SEAL)  
Notary Public of South Carolina

My commission expires: 01/19/2027

