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DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HARBOR OAKS

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PREAMBLE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this _____day of _____, 2025, by HARBOR OAKS OWNERS ASSOCIATION, Inc. a South Carolina corporation, herein referred to as "Association." This Declaration amends, by replacing in its entirety, a similar declaration dated November 2, 2006, by Cresent Resources. Inc., herein after referred to as the "Original Declarant", as supplemented and amended.

STATEMENT OF PURPOSE

HARBOR OAKS (the Development) is a residential community of single-family residences in Oconee County, South Carolina which is described on Maps recorded in Map Book B159, Pages 1-2 and in Map Book B207, Page 1of 1, in the Office of the Clerk of Court for Oconee County. Crescent Resources, Inc., developed the community.

In developing the community, Crescent Resources, Inc. desired to:

- assure the attractiveness of the Development, to prevent any future impairment thereof, to prevent nuisances, and enhance the value and amenities of all properties within the Development,
- provide for the construction, maintenance and upkeep of the Common Areas and related easements within the Development, all for the common use and benefit of all Owners, including but not limited to, Street Lights, and the Entrance Monuments,
- construct and provide Public Roads for the common use and benefit of all Owners and the general public, which have been accepted for the dedication and public maintenance by the Oconee County Public Works Department, and
- construct and provide Private Roads over the Private Road Easements, which Private Roads will be for the common use and benefit of certain, but not all, Owners.

Crescent Resources, Inc., also desired to:

- provide for a system whereby all Owners will pay for the maintenance and upkeep of the Common Areas in accordance with an established budget set by the Board of Directors and
- provide for a system whereby the Owners of Private Road Lots will pay for maintenance and upkeep of the Private Roads and Private Road Easements.

To those ends, Crescent Resources, Inc., subjected the real property described herein to covenants, conditions, restrictions, easements, charges and liens, each and all of which is and are for the benefit of said real property and each Owner thereof. Those covenants, conditions, restrictions, easements, charges, and liens were described in the **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** (the "Original Declaration") recorded in Book 1542, Pages 137-201, in the office of the Clerk of Court for Oconee County, South Carolina.

Crescent Resources, Inc., further created an organization to which was delegated and assigned the powers of

- administering and enforcing the covenants and restrictions contained herein,
- collecting and disbursing the assessments and charges hereinafter created,
- preserving, protecting and enhancing the values and amenities in the Development,
- owning, maintaining and administering the Common Areas (except as otherwise provided in the Declaration), and

- ensuring the residents' benefit of the specific rights, privileges and easements in the Common Areas and other amenities as provided in the Declaration and the Bylaws.

Harbor Oaks Owners Association

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

To that end, Crescent Resources, Inc., incorporated under South Carolina law pursuant to the Articles of Incorporation attached hereto as Exhibit "A" and incorporated herein by reference, Harbor Oaks Owners Association, Inc., as a non-profit corporation for the purpose of exercising and performing the aforesaid functions, said corporation to be governed by the Bylaws attached as Exhibit "B" hereto and as may be amended, and incorporated herein by reference.

A supplement and amendments to the original Declaration have been recorded in the Office of the Clerk of Court for Oconee County, South Carolina. Further, many of the provisions of the Original Declaration are not relevant as the Development has been constructed, the Original Declarant no longer owns any lots in the Development, and a Memorandum of Assignment of Declarant Rights has been recorded in Book 2126, Pages 92-95, in the Office of Clerk of Court for Oconee County, South Carolina.

The Association desires to amend the Original Declaration, as supplemented and amended, by replacing it in its entirety to eliminate all provisions that applied prior to construction or only as long as the Original Declarant owned any lots in the Development, to eliminate references to rights retained by the Original Declarant after the sale of the last lot it owned that have now been assigned to the Association, to consolidate the supplement and amendments, to remove inconsistencies, to clarify vague provisions, to make minor changes and to revise for readability.

NOW THEREFORE, the Association, by this Declaration (which amends the original declaration as filed by the Original Declarant), does declare that all of the Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the real property described herein and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

All capitalized terms used herein shall have the meanings set forth in Article I.

Section 1.1 "Access Lots" means Lots 1-A, 2-A, 3-A, and 4-A, as shown on the Maps. Each Access Lot must at all times be owned by the Owners of Pier Zone Access Lot bearing its corresponding number; that is, Lot 1-A must at all times be owned by the Owners of Lot l; Lot 2-A must at all times be owned by the Owners of Lot 2; Lot 3-A must at all times be owned by the Owners of Lot 3; Lot 4-A must at all times be owned by the Owners of Lot 4: and Lot 24-A must at all times be owned by the Owners of Lot 24.

Section 1.2 "Annual Assessment" shall mean and refer to the amount to be levied annually by the Association against each Lot, as set forth in Section 5.1.

Section 1.3 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Association attached as Exhibit A

Section 1.4 "Assessments" shall mean and refer to the Annual Assessments, Supplemental Annual Assessments, Special Assessments, Special Individual Assessments applicable to a Lot

Section 1.5 "Association" shall mean and refer to HARBOR OAKS OWNERS ASSOCIATION, INC., a South Carolina non-profit corporation, its successors and assigns.

Section 1.6 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which shall be elected and shall serve pursuant to the Bylaws.

Section 1.7 "Bylaws" shall mean and refer to the Bylaws for the Association, substantially in the form attached as Exhibit B, as amended from time to time.

Section 1.8 "Common Area" or "Common Areas" shall mean and refer collectively to the Entrance Monument, Street Lights, and any other property designated on the Map as "Common Area," "Common Open Area," "Common Open Space," "COS," or other similar designation. The Association shall own, or be granted an easement over, Common Areas for the common use and benefit of all Owners, except that the Private Driveway Easement may be used solely by the Owners of the Private Driveway Lots.

Section 1.9 "Construction" Any project upon a Lot that involves the building, rebuilding, addition, expansion, conversion, alteration, renovation, rehabilitation, and/or the dismantling and/or demolition of a residence, Outbuilding, or Improvement. Also included are any projects involving the removal and/or pouring of concrete, earth-moving/disturbing operations by heavy equipment. Also all major renovation projects to the interior of the dwelling on any Lot that results in significant labor, heavy equipment, significant vehicle traffic, substantial material deliveries, dumpsters, portable chemical toilets, significant noise, etc... that could be disruptive to the subdivision or cause property damage to neighbors.

Section 1.10 "CPI" shall mean and refer to the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84 = 100) issued by the U.S. Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available.

Section 1.11 "Declarant" shall mean and refer to Harbor Oaks Owners Association, Inc., and such of its successors and assigns to whom the rights of Declarant are transferred by written instrument recorded in the Office of the Register of Deeds for Oconee County, South Carolina.

Section I. 12 "Development" shall mean and refer to Harbor Oaks, a single-family residential development.

Section 1.13 "Entrance Monument" shall mean and refer to the area designated as "Entrance Monument Easement" or "COS" (or similar term) located over a portion of the Common Area, as shown on the Map, and the monuments and entrance signs located on such parcel together with lighting, an irrigation system, landscaping and other Improvements which may be constructed on such Entrance Monument Area, to identify the entrance of the Subdivision.

Section 1.14 "Improvement" or "Improvements" shall mean and refer to any and all man-made changes or additions to any portion of the Property.

Section 1.15 "Lake Buffer Area" shall mean and refer to the area that is fifty (50) feet from the 800' MSL contour or five (5) feet from the 804' MSL contour, whichever is greater.

Section 1.16 "Lake Manager" shall mean and refer to Duke Energy Corporation or a successor manager of Lake Keowee licensed under the authority of the Federal Energy Regulatory Commission (FERC); its current license and management plan runs from September 1, 2016, through August 31, 2046.

Section 1.17 "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map; provided, however, that the Access Lots shall not be deemed as separate Lots hereunder, but shall for all purposes be treated as a portion of the Pier Zone Access Lots bearing their corresponding numbers (i.e., Lots 1, 2, 3, 4, and 24).

Section 1.18 "Map" shall mean and refer to (i) the map of Harbor Oaks Subdivision recorded in Map Book Bl59, Page(s) 9-10, in the Office of the Clerk of Court for Oconee County, South Carolina, (ii) any maps of any portions of the Additional Property which are subjected to this Declaration, and (iii) any revisions of such map or maps recorded in the Office of the Clerk of Court for Oconee County, South Carolina.

Section 1.19 "Maximum Annual Assessment" shall mean and refer to the maximum Annual Assessment that may be charged in a calendar year, as set forth in Section, 5.4.1.

Section 1.20 "Member" shall mean and refer to every person or entity that holds a membership in the Association.

Section 1.21 "Mortgage" shall mean and refer to any mortgage constituting a first lien on a Lot.

Section 1.22 "Mortgagee" shall mean and refer to the owner and holder of a Mortgage on a Lot.

Section 1.23 "Outbuildings" shall mean any free-standing structure erected or located on a Lot detached from and not connected to the primary residence.

Section 1.24 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot within the Development, but excluding any Mortgagee.

Section 1.25 "Pier Zone Access Lots" shall mean and refer to Lots 1 through 4 and Lot 24 as shown on the Map.

Section 1.26 "Private Driveway Easement" shall mean and refer to the easement over the Common Area identified on the Map as "40' Private Road R/W and Easement," which is hereby granted to the Owners of Lots 16, 17, 18, 19, 20A, and 20B, their heirs, successors and assigns for utilities service and access, ingress, egress to and from such Lots.

Section 1.27 "Private Driveway Lots" shall mean and refer to Lots 16, 17, 18, 19, 20A and 20B.

Section 1.28 "Private Driveway" shall mean the driveway constructed in the Private Driveway Easement. The Private Driveway shall be maintained in accordance with Article Ill, Section 3.4 of this Declaration.

Section 1.29 "Property" shall mean and refer to the property shown on the Map, including the Lots, Roadways and Common Areas, together with any leasehold interest or easement which the Association has or may hereafter acquire in any property adjacent to the Development (including, but not limited to, any leases of any submerged land lying within the bed of Lake Keowee).

Section 1.30 "Public Roads" shall mean and refer to all roads and cul-de-sacs in the Subdivision as shown on the Map all to be maintained by the Oconee County Public Works Department or other governmental entity.

Section 1.31 "Reserve Fund" shall mean and refer the portion of the Annual Assessment to be used for the purposes set forth in Section 4.6.

Section 1.32 "Residential Use" shall mean single family residential occupancy only, excluding any commercial, business, educational, religious, or professional applications whatsoever, with the exception of a home office maintained within a dwelling, which should not involve advertisement signs, or regular visits by clients or customers.

Section 1.33 "Roadways" shall mean and refer to the Public Roads.

Section 1.34 "Septic System' shall mean and refer to the ground absorption sewer system serving each Lot, including all pipes, lines, tanks, drain fields, pumps and related apparatus located upon the Lot.

Section 1.35 "Setbacks" building setbacks shall refer to those specified on the Map as follows:

- Front Setbacks along public right of ways are 50 feet from public right of way (R/W) unless shown
- Front Setbacks along Private Road Easements are 25 feet from Private Road

Easement Lines

- Side Setbacks are 10 feet from Property Line
- Rear Setbacks are 35 feet from Property Line
- Waterfront Setbacks are 50 feet measured from the 800' Mean Sea Level (MSL) contour or 5 feet from the 804' MSL contour whichever is greater

Section 1.36 "Shared Private Boatslip Lots" shall mean and refer to Lots 3 I and 32 (which share a Shared Private Pier), and Lots 34 and 35 (which share a Shared Private Pier) as shown on the Map, and any other Lot so designated in any supplement or amendment to this Declaration, and which have, as an appurtenance to the Lot, the right to use a Shared Private Boatslip in accordance with and as more particularly set forth in Article IV of this Declaration.

Section 1.37 "Shared Private Boatslips" shall mean and refer to those certain boatslips located in and over the waters of Lake Keowee in the Shared Private Piers, together with any additional Shared Private Boatslips which may be constructed in accordance with the terms of Article II of this Declaration.

Section 1.38 "Shared Private Pier" or "Shared Private Piers" shall mean and refer to the pier or piers containing the Shared Private Boatslips which may be constructed in and over the waters of the Lake Keowee. There are two Shared Private Piers: a Shared Private Pier containing two Shared Private Boatslips for the use of the Owners of Lots 31 and 32; and a Shared Private Pier containing two Shared Private Boatslips for the use of the Owners of Lots 34 and 35.

Section 1.39 "Short Term Rental" shall mean and refer to renting of a Lot and or a residence for less than one (1) year for any type of remuneration, whether daily, weekly or monthly.

Section 1.40 "Special Individual Assessment" shall mean and refer to any amount levied by the Association for the purposes set forth in Section 5.6.

Section 1.41 "Special Assessment" shall mean and refer to any amount levied by the Association for the purposes set forth in Section 5.5.

Section 1.42 "Street Lights" shall mean and refer to those certain street lights (if any) that may be constructed upon, within and over the rights-of-way of the Roadways.

Section 1.43 "Supplemental Annual Assessment" shall mean and refer to an amount levied by the Board of Directors in addition to the Annual Assessment, as set forth in Section 5.4.3.

Section 1.44 "Subdivision" shall mean and refer to Harbor Oaks Subdivision, as shown on the Map.

Section 1.45 "Waterfront Lots" shall mean and refer to Lots 5 through 23 and Lots 25 through 39 as shown on the Map.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE ASSOCIATION

Section 2.0 Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Oconee County, South Carolina, and is all of that real property shown on the Map.

ARTICLE III

PROPERTY RIGHTS

Section 3.1 Ownership of Common Areas.

Section 3.1.1 The Association shall own and maintain the Common Areas for the use and benefit of the Owners who are entitled to the use and benefit of such Common Areas as provided by this Declaration.

Section 3.1.2 Notwithstanding the recordation of any map or any other action by the Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and benefit of the general public (with the exception of the Public Roads).

Section 3.2 Owners' Rights to Use and Enjoy Common Areas. Each Owner shall have the non-exclusive easement and right to use and enjoy the Common Areas, and such right shall be appurtenant to and conveyed with title to such Owner's Lot, subject to the following:

3.2.1 the right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the Common Areas;

3.2.2 the right of the Association to suspend the voting rights of an Owner in the Association and the right of the Association to suspend the right to use certain or all of the Common Areas by an Owner for any period during which any Assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any violation or infraction of its published rules and regulations;

3.2.3 the right of the Declarant to grant utility, drainage and other easements across the Common Areas;

3.2.4 the provisions of Article VII of this Declaration; and

3.2.5 The exclusive rights of the Owners of the Private Driveway Lots to use the Private Driveway Easements and Private Driveways, as set forth in Section 3.4 of this Article III below.

Section 3.3 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Owner's right of enjoyment to the Common Areas and facilities located thereon to the members of the Owner's family and his guests, tenants, or invitees.

Section 3.4 Easement for and Maintenance of Private Driveway. Declarant hereby grants, establishes and reserves, for the benefit of Declarant and its successors and assigns owning a Private Driveway Lot, a perpetual easement over the Common Area identified on the Map as "40' Private Road R/W and Easement" for the purpose of providing utility services, access, ingress, and egress to and from the Private Driveway Lots from Rollingwood Drive. Such easement shall be subject to the right of the Association to enter onto the Private Driveway Easement as reasonably necessary to maintain the Common Area, and to repair and maintain the Private Driveway, if the Association elects to repair and maintain the Private Driveway as provided below. The Private Driveway shall be maintained and periodically repaired as needed by the Owners of the Private Driveway Lots at their sole cost and expense, with such costs being shared equally by all Private Driveway Lot Owners. The Association shall have the option (but shall have no obligation) to repair and maintain the Private Driveway if it has not been maintained and repaired by the Owners of the Private Driveway Lots. The costs of any such repair and maintenance shall be a Special Individual Assessment against such Lots. No Owners other than the Owners of the Private Driveway Lots shall have the right to use the Private Driveway Easement or Private Driveway.

ARTICLE IV

THE ASSOCIATION: MAINTENANCE: SHARED PRIVATE PIERS AND BOATSLIPS

Section 4.1 Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot and shall be governed by the Bylaws.

Section 4.2 Voting Rights. The voting rights of the Members shall be appurtenant to the ownership of Lots. Each Lot shall entitle the owner(s) of said Lot to (1) one vote. When more than one person owns an interest (other than a leasehold, security interest or mortgage) in any Lot, all such persons shall be Members and their appurtenant voting rights shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to each lot. In the event that two or more Lots are completely combined or a Lot is subdivided and added to a contiguous Lot, the combined Lot(s) will be treated as one Lot for the purpose of voting rights.

Section 4.3 Availability of Documents. The Board of Directors shall maintain current copies of the Declaration, the Bylaws and other rules concerning the Association as well as its own books, records, and financial statements which will be available for inspection by all Owners, Mortgagees and insurers and guarantors of Mortgages that are secured by Lots. All such documents shall be available upon reasonable notice and during normal business hours.

Section 4.4 Management Contracts. The Board of Directors is authorized to engage the services of any person, firm or corporation to act as managing agent of the Association at a compensation level to be established by the Board of Directors and to perform any or all of the powers and duties of the Association. Provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Board of Directors, with or without cause, upon no longer than ninety (90) days prior written notice to the manager, without payment of a termination fee.

Section 4.5 Maintenance. The Common Areas shall be maintained as more particularly described below:

> 4.5.1 Maintenance of the Entrance Monument(s) shall include maintenance, repair and reconstruction, when necessary, of the monuments, signage, irrigation, planters and lighting located within the Easement Area, and providing and paying for landscaping and utility charges for irrigation and lighting of the monument and signage located thereon (if any).

4.5.2 All Common Areas (and all Improvements located thereon) shall be kept clean and free from debris and maintained in an orderly condition, together with the landscaping thereon (if any), including any repair and replacement of any landscaping, utilities, or Improvements located thereon.

4.5.3 The Association shall not be responsible for the maintenance of any Lot or any portion of any Lot or the Improvements within the boundaries thereof.

Section 4.6 Reserve Fund The Board of Directors shall establish and maintain an adequate reserve fund of no less than $10,000 (adjusted to CPI) for the following purposes:

4.6.1to fund unanticipated expenses of the Association;

4.6.2 to acquire equipment or services deemed necessary or desirable by the Board of Directors, from time to time, in its discretion, up to a maximum annual expenditure of $5,000 (adjusted to CPI) without a vote from the Association for approval (excluding emergency situations requiring immediate attention) .

The Reserve Fund shall be collected and maintained out of the Annual Assessment as set forth in Section 5.2.

Section 4.7 Shared Private Boatslips and Shared Private Piers. The rights to each Shared Private Boatslip shall be appurtenant to and may not be separated from the ownership of the applicable Shared Private Boatslip Lot and shall only be assigned as provided below. The Shared Private Piers and Shared Private Boatslips are not Common Areas, and the Association shall have no obligation for maintenance thereof. Each Shared Private Pier Lot Owner shall have, and is hereby granted, a perpetual, non-exclusive easement for pedestrian ingress and egress over such easement areas over the Shared Private Boatslip Lots as are shown on the Maps, to and from the Shared Private Boatslips used by such Shared Private Pier Lot Owner. ALL SHARED PRIVATE BOATSLIP LOT OWNERS, BY PURCHASING PROPERTY SUBJECT TO THIS DECLARATION, ACKNOWLEDGE THAT THEY SHALL BE RESPONSIBLE FOR MAINTAINING ANY PERMIT, LICENSE OR LEASE ALLOWING FOR THE USE OF ANY PIER, DOCK, BOATSLIP STRUCTURE OR OTHER SIMILAR IMPROVEMENT WITHIN OR UPON THE WATERS OF LAKE KEOWEE (THE "'LAKE") THAT SUCH PERMIT, LICENSE OR LEASE SHALL BE LIMITED IN DURATION; THAT THEY SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SUCH PIER, DOCK, BOATSLIP STRUCTURE, OR OTHER SIMILAR IMPROVEMENT WITHIN OR UPON THE WATERS OF THE LAKE; AND THAT NEITHER DECLARANT, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR AFFILIATES, SHALL HAVE ANY LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN ANY WAY RELATED TO ANY SUCH PERMIT, LICENSE, LEASE, OR MAINTENANCE.

4.7.1 The interest in the Shared Private Boatslip shall not be separated from the ownership of the Shared Private Boatslip Lot to which it is appurtenant, but, rather, shall run with the title to such Shared Private Boatslip Lot. A conveyance by a Shared Private Boatslip Lot Owner of its ownership interest in a Shared Private Boatslip Lot shall automatically assign to the transferee of such ownership interest all rights and duties of said Shared Private Boatslip Lot Owner with respect to such Shared Private Boatslip.

Any deed of trust, mortgage or other encumbrance (collectively, "Encumbrance") of a Shared Private Boatslip Lot shall also encumber each Shared Private Boatslip Lot Owner's appurtenant interest in any Shared Private Boatslip, even if not expressly included therein. Provided, however, no mortgagee, trustee or other person claiming by, through or under any instrument creating any Encumbrance shall by virtue thereof acquire any greater rights in such Shared Private Boatslip than the Shared Private Boatslip Lot Owner may have at the time of the Encumbrance.

4.7.2 All Shared Private Boatslip Lot Owners having an interest in a Shared Private Boatslip within a particular Shared Private Pier shall have the duty and responsibility, at such Shared Private Boatslip Lot Owners' sole cost and expense, to operate, use and maintain (or cause to be maintained, as the case may be) such Shared Private Pier and all Shared Private Boatslips and other improvements located therein in a well-maintained, safe, clean and attractive condition at all times (all such costs and expenses, including, without limitation, insurance premiums, taxes and maintenance and repair costs and reasonable reserves for repair and replacement, being referred to herein as the "Boatslip Maintenance and Operation Costs"). In this regard, each Shared Private Boatslip Lot Owner shall be responsible for the timely payment in each case of the proportion of such Boatslip Maintenance and Operation Costs as the number of Shared Private Boatslips in which such Shared Private Boatslip Lot Owner has an interest within such Shared Private Pier bears to the total number of Shared Private Boatslips within such Shared Private Pier.

If any Shared Private Boatslip Lot Owner fails in any of the duties or responsibilities of such Shared Private Boatslip Lot Owner as set forth in this subparagraph, then the other Owner entitled to use the other Shared Private Boatslip in such Shared Private Pier may give such defaulting Shared Private Boatslip Lot Owner written notice of such failure and such defaulting Shared Private Boatslip Lot Owner, within ten (10) days after receiving such notice (which notice shall be deemed to have been received on the first business day after such notice is deposited in an official depository of the United States mail, addressed to the party(ies) to whom it is intended to be delivered, and sent by certified mail, return receipt requested), must cure any failure to perform the duties and responsibilities of such defaulting Shared Private Boatslip Lot Owner as described in this subparagraph. Should any such defaulting Shared Private Boatslip Lot Owner fail to fulfill this duty and responsibility within such ten (10) day period, then such other Owner, shall have the right and power to enter onto the applicable Shared Private Pier and perform such duties and/or responsibilities without any liability for damages for wrongful entry, trespass or otherwise to any party. The Shared Private Boatslip Lot Owner for whom such duties and/or responsibilities are performed shall be liable for the cost of such performance, together with interest on the amounts expended by the other Owner in connection with same computed at the highest lawful rate as shall be permitted by law from the date(s) such amounts are expended until repayment to the other Owner and for all costs and expenses incurred in seeking the compliance of such Shared Private Boatslip Lot Owner with the duties and responsibilities hereunder, and such Shared Private Boatslip Lot Owner(s) shall

reimburse the other Owner on demand for such costs and expenses (including interest as above provided).

4.7.3 The use of all Shared Private Piers and Shared Private Boatslips shall be subject to each of the following:

(i) all laws, statutes, ordinances and regulations of the Federal Energy Regulatory Commission ("FERC") and all federal, state and local governmental bodies having jurisdiction thereon;

(ii) the conditions and terms of any permit issued by, and the rules and regulations for use established by, Duke Energy Corporation, its successors and assigns; and

(iii) any rules and regulations adopted by the Board of Directors.

4.7.4 Shared Private Piers containing the Shared Private Boatslips may be used only by Owners of Shared Private Boatslip Lots, their families, guests and invitees, and each Shared Private Boatslip may only be used by the Owner(s) of the Shared Private Boatslip Lot to which such Shared Private Boatslip is appurtenant, their families, guests, tenants and invitees. Members owning Shared Private Boatslip Lots may adopt rules and regulations with respect to the Shared Private Boatslips and Shared Private Piers.

ARTICLE V

COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay Assessments to the Association, as hereinafter provided. Any such Assessment, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment is due or levied. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed.

Section 5.2 Purpose of Annual Assessment. The Annual Assessment shall be used as follows:

5.2.1 to repair, maintain, reconstruct (when necessary), keep clean and free from debris, the Common Areas, as more particularly set forth in Section 4.6 of this Declaration, with the exception of the Private Driveway Easements and the Private Driveway, which are to be repaired, maintained and reconstructed by the Owners of the Private Driveway Lots;

5.2.2 to pay all costs associated with the lease of any Street Lights, including but not limited to, monthly lease payments and utility costs;

5.2.3 to pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association;

5.2.4 to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws;

5.2.5 to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws;

5.2.6 to maintain the Reserve Fund, as set forth in Section 4.6 and;

5.2.7 to pay the costs or maintenance of storm drainage facilities as set forth in Section 7.9 of Article VII below.

Section 5.3 Payment of Annual Assessment: Due Dates. The Annual Assessment to each Lot for each and every year begins January 1st in an amount as set by the Board of Directors, in accordance with Section 5.4, and shall be due and payable in one (1) annual installment, due and payable no later than January 31st of each such year, prorated on a calendar basis. The Board of Directors shall set the amount of the Annual Assessment as to each Lot for any calendar year at least thirty (30) days prior to January 1st of such calendar year, and the Board of Directors shall send written notice of the amount of the Annual Assessment, as well as the amount of the installment due, to each Owner on or before

January 1st of such calendar year. The failure of the Board to send, or of an Owner to receive, such notice shall not relieve any Owner of its obligation to pay the Annual Assessment. Notwithstanding the foregoing, the Board of Directors may alter the dates of the fiscal year for setting the Annual Assessment and may increase or decrease the frequency of collection of Annual Assessment installments in any reasonable manner.

Section 5.4 Maximum Annual Assessment; Supplemental Annual Assessment.

5.4.1 The Board of Directors has the authority to increase the Annual Assessment each year by a maximum amount equal to the previous year's Annual Assessment times the greater of (i) ten percent (10%) or (ii) the annual percentage increase in the CPI. If the CPI is discontinued, the Board shall use the index most similar to the CPI that is published by the United States Government indicating changes in the cost of living.

5.4.2 The Maximum Annual Assessment may be increased above the maximum amount set forth in Section 5.4.1 by a majority of all votes cast (including proxy votes) by Lot Owners who are entitled to cast votes , in accordance with the Bylaws.

5.4.3 The Board of Directors may set the Annual Assessment at an amount not in excess of the Maximum Annual Assessment. If the Board of Directors sets less than the Maximum Annual Assessment for any calendar year and thereafter, during such calendar year, determines that such lesser Annual Assessment cannot fund important and essential functions of the Association, the Board of Directors may, without a vote of the Members, levy a Supplemental Annual Assessment in accordance with the Bylaws. In no event shall the sum of the Annual Assessment and Supplemental Annual Assessment for any year exceed the applicable Maximum Annual Assessment for such year other than as set forth in Section 5.4.2.

Section 5.5 Special Assessment. In addition to the Annual Assessment authorized above, the Association may levy, in any calendar year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of (i) the construction of any Common Area Improvements which are not originally constructed by Declarant; (ii) the reconstruction, repair or replacement of the Common Areas, including all Improvements located thereon, and including fixtures and personal property related thereto; or (iii) any other extraordinary, unanticipated cost which cannot otherwise be funded through the established Assessments for that current year. Provided, however, each such Special Assessment must be approved by a majority of all votes cast (including proxy votes) by Lot Owners who are entitled to cast votes at the annual meeting or at a special meeting duly called for this purpose, in accordance with the Bylaws.

Section 5.6 Special Individual Assessment. In addition to the Annual Assessments, Supplemental Annual Assessments, and Special Assessments authorized above, the Board of Directors shall have the power to levy a Special Individual Assessment applicable to any particular Lot Owner (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas and/or any Improvements located thereon, caused by any act or omission of such Owner(s), members of such Owner's family, or such Owner's agents, guests, tenants, employees, or invitees and not the result of ordinary wear and tear; or (ii) for payment of liquidated

damages, reimbursement amounts, fines, penalties or other charges imposed against any particular Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, the Guidelines or any rules or regulations promulgated by the Declarant pursuant to this Declaration or the Bylaws. The due date of any Special Individual Assessment levied pursuant to this Section 5.6 shall be fixed in the Board of Directors' resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least thirty (30) days prior to the date such Special Individual Assessment is due.

Section 5.7 Assessment Rate.

5.7.1 The Annual Assessments must be fixed at a uniform rate for all Lots. In the event that two or more contiguous Lots are completely combined or a Lot is subdivide and added to a contiguous Lot the resulting parcel shall be considered as one Lot for the Annual Assessment.

ARTICLE VI

GENERAL ASSESSMENT PROVISIONS

Section 6.1 Certificate Regarding Assessments. The Board of Directors shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6.2 Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment (or installment thereof) not paid by its due date, shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been established by the Board of Directors to defray the costs arising because of late payment. The Board may bring an action at law against the delinquent Owner or foreclose the lien against the Lot and the right to use the Common Areas, and interest, late payment charges, costs and reasonable attorneys' fees related to such action or foreclosure shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments by not using the Common Areas, or by abandoning his Lot.

Section 6.3 Subordination of the Lien to Mortgages. The lien of the Assessments provided for in Articles V and VI of this Declaration shall be subordinate to the lien of any first Mortgage on a Lot. Sale or transfer of any Lot shall not affect the Assessment lien. The sale or transfer of any Lot pursuant to Mortgage foreclosure, or any proceeding in lieu thereof, however, shall extinguish the lien of such Assessments as to payments that became due prior to such sale or transfer. Provided, however, that the Board of Directors may, in its sole discretion, determine that such unpaid Assessments should be collectable pro rata from all Owners, including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners, notwithstanding the fact that such pro rata portions may cause the applicable Assessment (as applicable), to be in excess of the applicable Maximum Assessment amount permitted hereunder. No sale or transfer shall relieve the purchaser of such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any Mortgage as above provide

ARTICLE VII

RESTRICTIONS

Section 7.1 Land Use, Building Type and Residential Restriction. All Lots in the Subdivision shall be used only for private, single-family, non-transient residential and recreational purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling, unless otherwise provided herein, and only one single-family residential dwelling not exceeding 2½ stories in height above ground shall be erected or permitted to remain upon any Lot. No log cabin (or structure resembling a log cabin, or having the architectural characteristics of a log cabin), mobile home, modular home or shell home may be erected or permitted to remain on any Lot. No carport (i.e. covered, open air structure) is permitted on any lot. A private garage (not to exceed three (3) single car garage doors or equivalent), outbuildings, fixed piers and floating boat dock facilities incidental to the residential use of the Lot are permitted, upon the condition that they are not rented, leased nor otherwise used for remuneration, subject to the other covenants and restrictions contained herein. No detached garage or outbuildings (i.e., any structure that does not share a common wall with the private residence) shall at any time be used as a residence. No outbuilding may be greater than twenty feet (20') in height. No outbuilding shall have more than twenty-five percent (25.0%) of the enclosed floor area of the residence located upon the Lot. The cumulative total of the enclosed area of all outbuildings on a Lot shall not exceed two thousand (2000) square feet. No boat (including a houseboat), whether existing on a Lot or docked at a fixed pier or floating boat dock that is appurtenant to any Property in the Subdivision, may at any time be used as a residence. No above ground swimming pools are permitted on any Lot and swimming pools are only allowed on the back of the Lot behind the residence. Written approval from the Board of Directors must be obtained prior to the commencement of installation of any swimming pool upon a Lot.

Section 7.2 Renting and Leasing. Any ownership or leasing arrangement for a Lot having the characteristics of a vacation time-sharing ownership plan, a vacation time-sharing lease plan or any other form of interval, sequential or shared ownership is expressly prohibited. No Lot and/or Improvements thereon (including but not limited to outbuildings, fixed piers, and floating boat docks) shall be used for short-term (daily, weekly, or monthly) rentals or other transient residential purposes to include but not limited to Airbnb, Vacation Rental by Owner (VRBO) or other similar arrangements. The only exception to the above requirement is if any lease, sublease or other agreement involving remuneration relating to any Lot and the Improvements thereon must be made in writing for a term of at least twelve (12) months, and must provide that the tenant is obligated to observe and perform all of the terms and provisions hereof applicable to such Lot and/or Improvements. All such leases and subleases shall require prior written Board approval. In the case of such circumstance, the Lot Owner shall remain the voting Member of the Association and shall be responsible for paying all assessments related to the Lot. A waiver to the twelve (12) month minimum lease may be granted, with prior written approval by the Board, in the event of a formal written "Leaseback" agreement in connection with the sale of a Lot to a new owner whereby the Buyer takes legal possession of the property and assumes all associated voting rights and responsibility for paying all assessments related to the Lot, while the Seller/previous owner remains in the home for a period of time not to exceed that specified in said agreement

Section 7.3 Dwelling Size. Any one (1) story dwelling erected upon any Lot shall contain not less than one thousand six hundred (1,600) square feet. Any multi-story dwelling

shall contain not less than two thousand (2,000) square feet and the first floor shall contain not less than one thousand six hundred (1,600) square feet The square footage requirements refer to enclosed heated floor area and are exclusive of areas in unfinished basements, unheated porches of any type, attached or detached garages, any type of porte cochere, and unheated storage areas, decks or patios.

Section 7.4 Building Construction and Quality. All buildings and outbuildings erected upon any Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. The construction of any and all buildings and Outbuildings shall be approved in advance in writing by the Board of Directors. No single-family residential dwelling with a fair market value of less than Five Hundred Thousand Dollars ($500,000.00) (in terms of 2025 dollar value), exclusive of the cost of the Lot, shall be permitted on any Lot, unless approved in advance in writing by the Board of Directors. No building or structures shall be erected unless it is completely and adequately underpinned in accordance with all applicable local zoning and building requirements, codes, regulations, and ordinances in effect at the time of construction. The exterior surface and roof of any garage, Outbuilding or appurtenant structure or building erected on or located on any Lot shall be architecturally compatible with, and of material and construction comparable in cost and design to, the roof and exterior surface of the dwelling located on the Lot. All buildings (both residences and any Outbuildings) shall meet the External Materials and Color Requirements of Section 7.27 in addition to the Roof Requirements of Section 7.28 of this Article VII below.

Section 7.5 Temporary Structures and Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot, and no metal, fiberglass, plastic, vinyl or canvas tent, barn, garage, utility building, storage building or other metal, fiberglass, plastic, vinyl or canvas structure shall be placed on any Lot or attached to any residence. With Board approval, a vinyl or canvas tent or canopy to protect party guests from the weather may be erected on a Lot for a period not to exceed one (1) week.

Section 7.6 Building Setback Lines. No building on any Lot (including any stoops, porches, or decks) shall be erected or permitted to remain within the front (street right-of-way), side (abutting right-of-way for a corner Lot) or rear building setback lines as defined in Article I or within the Lake Buffer Area. Piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth in Section 7.23 The foregoing notwithstanding, gazebos or similar minor aesthetic Improvements may encroach within the rear setback, including the Lake Buffer Area, provided that they: (i) are single story; (ii) contain less than one hundred (100) square feet; (iii) are not enclosed by walls or other surfaces unless such surfaces meet the openness test established for perimeter fencing in Section 7.12 and (iv) comply with all applicable governmental requirements. Similarly, front, side or rear entryways which are connected to the residence and are not covered or enclosed in any manner, may encroach within the front, side or rear setback or the Lake Buffer Area, provided that such encroachment does not violate any applicable governmental requirement.

If any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to a Lot prescribes greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall be governed by the greater setbacks. No structures or Improvements may be constructed or placed within the right-of-way of any of the Public Roads (so as to prevent such Public Roads from being maintained by the Oconee County Public Works Department or other applicable governmental entity). Declarant hereby reserves the right and easement, benefiting the Association and burdening the Property, to go

upon any Lot or other portion of the Property in order to remove any mailboxes or other structures or Improvements constructed within the right-of-way of any Public Road which will prevent such Public Road from being maintained by the Oconee County Public Works Department or other applicable governmental entity. If Declarant exercises its easement rights pursuant to the terms of this Section 7.6, the Owner of the nonconforming Lot shall reimburse the Association (as applicable) within five (5) business days following the submission of an invoice for any costs or expenses incurred by the Association. The Association shall have the authority but not the obligation, in its sole discretion, to levy a Special Individual Assessment against an Owner who fails to abide by the terms of this Section 7.6, as well as the expenses to be reimbursed to the Association in the event that Declarant seeks to cure any such violation, and shall be subject to the Association's Assessment collection remedies as specified in Article VI of the Declaration. The exercise or non-exercise of the easement rights contained in this Section 7.6 shall be subject to the discretion of the Declarant; provided, however, Declarant shall not have the obligation to exercise such rights.

Section 7.7 Minor Setback Violations. In the event of the unintentional violation of any of the building setback restrictions, in the amount of ten percent (10%) or less of the applicable setback restriction, Declarant reserves the right, but is not obligated, to waive in writing such violation of the setback restrictions upon agreement of the Owner of the Lot upon which the violation occurs and the Owner of any Lot adjoining the violated setback, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation or, if in violation, only if a variance or other similar approval has been received from the appropriate governmental authority.

Section 7.8 Combination or Subdivision of Lots. Except as otherwise set forth herein, no Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Subdivision Plat. With prior written approval of the Board of Directors. A Lot Owner may combine one Lot with a portion or all of another contiguous Lot, so long as the parcel or parcels which result from such combination do not violate any applicable zoning ordinance, or other applicable law or regulation. In the event that a Lot is subdivided between two or more contiguous Lot Owners, the applicable resulting subdivided portions of the Lot shall be combined with each of the contiguous Owners' Lots so as to create one larger parcel per affected Lot Owner. The combination of a Lot with all or a portion of another contiguous Lot shall require the owner to obtain a survey of the combined properties and further, to apply to Oconee County for a tax map number applicable to the herein described Lot combination. Each of the resulting combined parcels shall be considered as one Lot for all purposes, including voting and Assessments, see Sections 4.2 and 5.7.1 No subdivided portion of a Lot shall be allowed to stand alone as a separate parcel or to be sold to any individual other than an adjacent Lot Owner. Furthermore, the Owner of any Lot which combines with all or a portion of another contiguous Lot(s) shall be solely responsible for any and all costs which may result from such combination, including the costs of relocating any existing easements.

Section 7.9 Utility Easements; Storm Drainage Facility Maintenance. Declarant reserves easements for the installation and maintenance of utilities (electricity, septic system, water, gas, telephone, cable television, etc.) and drainage facilities over the front and rear ten(10) feet of each Lot (with the exception of the Waterfront Lots, which will not have a ten [10] foot easement over the rear of each such Waterfront Lot [i.e., waterside]) and seven and one-half (7.5) feet in width along each side lot line of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the Map and in other recorded easement documents. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow

of water within the easement areas. The Owner of each Lot shall maintain that portion of the Lot lying within the easement areas as defined herein and shall maintain any Improvements located thereon, except those Improvements installed and maintained by a public authority or utility company. Residential Utility Meters and backup electric power generators should not be located on the street facing side(s) of the dwellings.

Within certain drainage easements shown on the Maps and/or on other locations within the Property as initially installed, there are underground storm drainage pipes, rip-rap, and similar storm drainage facilities. Each Owner shall be responsible for routine exterior maintenance of any such facilities located on his or her Lot, at such Owner's sole cost and expense, so that stormwater may continue to flow properly through such pipes and all drainage facilities, including keeping pipe outlets and swales clear of debris, leaves, and other material which may impede such flow of stormwater. If any Owner fails to perform such maintenance, the Association shall have the right, but not the obligation, to enter upon such Owner's Lot to perform such maintenance, and to assess the cost thereof as a Special Individual Assessment. If any obstruction within any such storm drainage facilities, whether on a Lot or on Common Area, is caused by the acts or omission of any Owner or an Owner's contractor (e.g., siltation resulting from construction activities), the Owner whose acts or omissions whose contractor's acts or omissions caused such obstruction shall remedy such obstruction at such Owner's sole cost and expense, and if such Owner fails to do so, the Association shall have the right, but not the obligation, to remedy such obstruction and to assess the cost thereof as a Special Individual Assessment. If any obstruction within any such storm drainage facilities occurs on a Lot or on Common Area, and the Association reasonably determines that the source thereof cannot be determined with a reasonable degree of accuracy, the Association shall have the right, but not the obligation, to remedy such obstruction and to pay the cost thereof from the Annual Assessments or reserve funds collected from all Lot Owners.

Section 7.10 Entrance Monument The Association, and their successors and assigns, have nonexclusive perpetual easements for the purpose of landscaping and maintaining the entryway and erecting and maintaining the Entrance Monument for the Subdivision shown as "Entrance Monument Easement" on the Map. The Association shall have the right to enter, landscape and maintain the Entrance Monument as an entryway to the Subdivision. Further, Declarant may erect and maintain one or more monuments, with an entrance sign bearing the name of the Subdivision and may erect and maintain lighting for the Entrance Monument, planters and other Improvements typically used for an entryway.

Section 7.11 Stormwater Drainage Easements. Declarant hereby establishes and reserves, itself and for the Association and all Owners easements for drainage of stormwater runoff from the Lots and Roadways within the Subdivision, across all portions of the Common Areas. Additionally, each Lot shall be subject to an easement hereby reserved, established, and granted, for drainage of stormwater runoff in accordance with the drainage plan for the Subdivision and the common law of the State of South Carolina, and also as may be shown on the Maps.

Section 7.12 Fences and Walls. No fence may be erected nearer the front lot line of a Lot than the street facing side of the dwelling located on such Lot. In the case of a corner Lot, no side yard fence shall be located nearer than the side of the house facing the side street line. No fences greater than four (4) feet in height are permitted. Fencing materials shall be black wrought iron or black powder coated aluminum. Other forms of metal fencing, including chain link are not permitted. Wood, plastic and vinyl wrapped fencing are also not permitted. Perimeter fencing shall not have more than fifty percent (50%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence. An unobtrusive

mesh material may be installed on the inside of fencing to contain animals or children within rear and side yards. A wall constructed of brick or stone cannot be used in lieu of a fence. This does not include structural retaining walls. All swimming pools and spas, or hot tubs must meet the "Barrier Requirements" of Oconee County which has adopted the "International Swimming Pool and Spa Code", and the requirements of this section. In accordance with Oconee County requirements, construction fencing to surround the site shall be provide from the time any excavation occurs, up to the time a permanent barrier is provided. Written approval from the Board of Directors must be obtained prior to the commencement of installation of any fence upon a Lot.

Section 7.13 Signs, Flags and Mailboxes. No signs of any kind shall be displayed to the public view on any Common Area, other than the Entrance Monument(s) as set forth in Section 7.10. No signs of any kind may be displayed to the public view on any Lot, with the following exceptions which may not exceed five (5) square feet in size: (a) one sign in the front and one in the back along the shoreline advertising the Property for sale; (b) one sign on the Lot only indicating Builder/General Contractor performing work upon a Lot (to be removed upon the conclusion of construction); (c) home security/safety signs; and (d) "Private Drive" sign for Private Road Easement. These restrictions shall never apply to permanent Entrance Monuments or to temporary signs posted by the Association. No flags of any kind may be displayed to the public view on any lot, with the following exceptions: (a) American flag; (b) State flag; (c) small "garden" flags not to exceed two (2) square feet in size; (d) temporary display of Professional or College Sports Team Flags; and (e) temporary display of Holiday themed flags to be removed at the conclusion of the applicable holiday. Any additional exceptions to the sign and flag parameters presented herein shall require demonstrated need for such on the part of the Owner and written approval by the Board. Mailboxes (the box, pole and other supports) shall be constructed of black iron or other black metal, with a red flag. Mailboxes shall have a single post at least two (2) inches in diameter and be of a similar quality and appearance of existing mailboxes in the Subdivision.

Section 7.14 Antennas: Satellite Dishes or Discs. No radio or television transmission or reception towers, antenna, satellite dishes or discs shall be erected or maintained on any Lot, except that one (1) dish or disc not exceeding one (l) meter in diameter or diagonal measurement for receiving direct broadcast satellite service ("DBS") or multi-point distribution services ("MOS") may be erected and maintained on each Lot. Any dish, disc, or antenna (with associated mast) shall be reasonably camouflaged and screened from view from Lake Keowee and the Roadways, and shall not be located in the area between the street right-of- way line and the minimum building setback lines applicable to the Lot. In cases where an antenna wire does not require the use of a mast, landscaping or some other means to reduce its visual impact must camouflage such wire.

Section 7.15 Lot Maintenance; Trash Disposal. Each Owner shall keep his Lot, and the area adjacent to the Lot between the edge of the public road right-of-way and the edge of the Roadway pavement, or curb, in a clean and orderly condition and shall keep the Improvements thereon in a suitable state of painting and repair, promptly repairing any damage caused by fire or other casualty. No clothes line may be erected or maintained on any Lot. No Lot shall be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on any Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending removal by trash collection authorities or companies.

Section 7.16 Off-Road Parking; Off-Water Boat Storage. Each Lot Owner shall provide a concrete, asphalt or paver driveway prior to the occupancy of any dwelling constructed on the Lot that provides space for parking at least two (2) automobiles off the

Roadways. No truck or commercial vehicle in excess of one-ton load capacity, or any vehicle under repair, wrecked or junked motor vehicle shall be parked upon or permitted to remain on any Lot, Common Area, or other portion of the Property. No trailer, motor home, recreational vehicle, camper or boat shall be used as a residence, either temporarily or permanently. No trailer, motor home, recreational vehicle, camper, powered personal watercraft, or boat shall be parked upon or be permitted to remain on any Lot (including Lots 1A, 2A, 3A, 4A & 24A) for a period exceeding seventy-two (72) hours, unless it is parked either in an enclosed garage or off the Roadways and on a concrete, asphalt or paver driveway or pad. After seventy-two (72) hours, any boat trailer, boat, powered personal watercraft, or open single axle utility trailers, shall be parked either in an enclosed garage or off the Roadways and on a concrete, asphalt or paver driveway or pad not within the front or side yards (i.e. must be stored in the backyard) of the Lot, and to the maximum extent possible camouflaged and screened from view from Lake Keowee and the Roadways. All automobiles, trucks, trailers, campers, motor homes and recreational vehicles must have a current license plate affixed.

Section 7.17 Sewage Disposal. Every dwelling erected on any Lot shall be served by Septic System approved by DHEC for the disposal of sewage or connected to a private or public sewage disposal system. All Septic Systems or other private sewage disposal systems shall be approved by, and constructed and maintained in accordance with, all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction. Every Septic System must be installed with a filter and "riser" to facilitate inspection. Declarant does not make any representations regarding the future availability of municipal sewer service.

Section 7.18 Public Water System: No Wells. The Water System and all mains, pipes, equipment, and other personal property which is part thereof, is owned and operated by the City of Wahalla, a public utility company duly licensed and operating under the authority granted by the South Carolina Department of Health and Environmental Control (or its successors), The Water System shall be the sole source of potable water for the Subdivision. No well may be dug or constructed on any Lot for the purpose of providing a domestic or non-domestic water supply.

Section 7.19 Nuisances. No noxious or offensive trade or activity shall be carried on or upon any Lot or Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any Lot or Common Area that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any residential dwelling or Outbuilding or Common Area with the exception of dogs, cats, or other household pets, which may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. No more than three (3) household pets shall be kept or maintained per Lot, except for newborn offspring of such household pets that are under nine (9) months in age. Pet owners will comply with all County and Local ordinances related to maintaining control of all household pets anywhere within the confines of Harbor Oaks.

Section 7.20 Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other Improvements shall be permitted to exist on any Lot or Common Area, except during such reasonable time-period as is necessary for completion. The exterior of all houses and other structures must be completed within one (1) year from the date of commencement of construction (including grading work), except where such completion is impossible due to strikes, fires, national emergency or natural

calamities. No construction materials of any kind may be stored on any Lot within twenty-five (25) feet of any Roadway curbs. The responsible Owner or builder shall repair any damage to Roadways, curb or sidewalk or any part of any Common Area or any utility system caused by their negligence. The Owner of each Lot and any builders shall at all times keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of Improvements on the Lots, Roadways, and any Common Areas. Each Owner or builder shall, consistent with standard construction practices, keep all portions of the Lots, Roadways, and Common Areas free of unsightly construction debris. Each Owner or builder shall comply with the Construction Rules of Section 7.26.

Section 7.21 Removal of Trees and Other Vegetation. All trees, shrubs and ground cover within the Lake Buffer Area are considered to be "protected" vegetation in that cutting and clearing generally is not permitted therein without the prior written consent of the Board of Directors. Practical exceptions to this rule are that dead or diseased trees and poisonous plants may be removed, underbrush may be selectively cleared to within two (2) feet of the ground, individual trees may be limbed up to one-half (1/2) of the tree height. Topping is not allowed. Paths of permeable construction are permitted within the natural vegetative buffer provided they are no wider that six (6) feet. Any such removals of trees and other vegetation are also subject to local ordinances and the rules and regulations of the Lake Manager.

Any "Mature trees" more than twenty (20) feet from the footprint of the dwelling or detached garage or more than five (5) feet from the driveway may not be cut down or otherwise removed without the specific written approval of the Board of Directors. For purposes of this Declaration, "Mature trees" shall mean all evergreen or deciduous trees with a caliper of six (6) inches or greater, measured at a height of four (4) feet from the ground.

Furthermore, in the event that trees, shrubs or ground cover are completely removed (as opposed to thinned) in connection with the improvement of any Lot, such cleared portions of the Lot shall be covered with grass or shall be landscaped with plants, shrubs, trees, ground cover, mulch, wood chips, pine needles and/or similar landscaping Improvements. However, lawn grass cannot be planted inside the Lake Buffer Area.

Declarant hereby reserves the right and easement benefiting the Association, to go upon any Lot or other portion of the property to assess, replant or order the replanting of any trees, shrubs or other vegetation removed, disturbed or damaged within the Subdivision in violation of the terms of this Section 7.21. If the Association, exercises its easement rights pursuant to the terms of this Section 7.21, the Owner of the nonconforming Lot shall reimburse the Association (as applicable) within fifteen (15) business days following the submission of an invoice for any costs or expenses incurred by the Association. The exercise or nonexercise of the easement rights contained in this Section 7.21 shall be subject to the discretion of the Declarant, provided that Declarant shall not have the obligation to exercise such rights.

The Association shall have the authority but not the obligation, in their sole discretion, to levy a Special Individual Assessment against an Owner who cuts, damages, or removes any trees, shrubs or other vegetation on any part of the Common Areas, their Lot or any other Lot in violation of the provisions contained in this Section 7.21. The penalties authorized by this Section 7.21 include the Association hiring a qualified arborist and/or landscape architect, at the Lot Owner's expense, to evaluate the quality and value of the damaged or destroyed tree(s), as they would have existed prior to their being damaged or destroyed, along with a replanting plan (detailing the size, type, and location of replacement vegetation), as well as all other related expenses to be reimbursed. These penalties shall be considered a Special

Individual Assessment against the respective Owner's Lot, entitling the Association to the Assessment collection remedies specified in Article VI of this Declaration.

Section 7.22 Replacement of Damaged or Destroyed Trees. As noted in Section 7.21 above, the Association in its sole discretion, may require the planting of additional trees as a result of disturbance, damage or destruction of existing trees on individual lots. All vegetation planted for the purposes of replacement must be guaranteed for one year after installation. Any vegetation that is noted as dying, dead, or otherwise in poor health at the end of its first installation year will be required to be replaced. If such trees are replaced, the newly installed trees will also be subject to an additional one-year guaranteed requirement.

Under circumstances of extreme weather conditions, the Association may, in its sole discretion, grant a Lot Owner a postponement of any required replanting provided for herein. The request for such a postponement must be submitted to and approved by the Board of Directors. Postponements of such replanting will be considered only for the hotter summer months between mid-June and mid-September and for prolonged periods of below-freezing weather forecasted during the winter months.

All trees replanted to replace dead, dying, or other vegetation in poor health will be considered "protected" regardless of caliper size.

Section 7.23 Docks, Piers and Boat Houses. As the current Lake Manager, Duke Energy Corporation controls access to, use of, and water levels in Lake Keowee. Any Owner or the Association must receive permission from Duke Energy Corporation (or a successor manager of Lake Keowee under authority from FERC) prior to placing or constructing any pier, structure or other Improvement within or upon, or conducting any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of Lake Keowee. Declarant makes no oral, expressed or implied representation or commitment as to the likelihood of any Owner obtaining such permission, nor as to the continued existence, purity, depth or levels of water in Lake Keowee, and Declarant shall have no liability with respect to these matters. Construction of any such Improvements is also subject to the recorded restrictions and easements affecting the Lot.

Subject to the foregoing and to the other provisions of this Declaration, any Waterfront Lot Owner that is not a Shared Private Boatslip Lot owner may construct one (1) pier or dock, provided that such Lot is not in an area where the narrowness of a cove precludes construction of a dock or pier as determined by the Lake Manager and/or any governmental entity having jurisdiction at the time such Improvements are to be constructed. Any waterfront Improvement shall have a low profile and open design to minimize obstruction of neighbors' views. Enclosed docks or boathouses will not be allowed either on the water or within the Lake Buffer Area. Covered docks must have pitched roofs, colored green or brown and must be one level, not to exceed more than twenty (20) feet in height. Covered docks must not be enclosed. Two-level or multi-level docks are not permitted.

The placement, construction, or use of the piers, boatslips, and of any other pier, dock, boatslip structures or other Improvements within or upon, or the conducting of any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of Lake Keowee, is and shall be subject to each of the following:

7.23.1 easements, restrictions, rules, regulations and guidelines for construction and use promulgated by the Association;

7.23.2 all laws, statutes, ordinances and regulations of all Federal, State and local governmental bodies having jurisdiction thereof, including without limitation, FERC; and

7.23.3 rules and regulations, privileges and easements affecting the Property and the waters and submerged land of Lake Keowee established by the Lake Manager, its successors and assigns. As manager of Lake Keowee, Duke Energy Corporation controls access to, the use of, and the water level in Lake Keowee. All Owners, the Association, and any builders must receive permission from Duke Energy Corporation [or a successor Lake Manager of Lake Keowee, under authority from FERC] prior to any alterations therein, including the construction and continued use and maintenance of any dock, pier, or boatslip.

No Waterfront Lot Owner or Pier Zone Access Lot Owner shall construct a pier of any kind, boat mooring or any other structure outside the pier zone designated on the Map applicable to such Lot, unless otherwise approved by the Lake Manager.

Section 7.24 Boat Ramps. No boat ramps of any kind shall be permitted on any Lot, and no boat shall be placed in (or removed from) the waters of Lake Keowee from any Lot, provided however, small watercraft such as canoes, dinghies, and jet skis may be launched from any Lot if launched without a ramp. All other watercraft shall be launched from a public boat ramp outside the Subdivision.

Section 7.25 Pier Zone Access Lots. Lots 1A, 2A, 3A, 4A and 24A ("Access Lots") as shown on the Map have been created by Declarant for the sole purpose of providing Lots 1, 2, 3, 4 and 24 with access to Lake Keowee. No Pier Zone Access Lot may be separated in ownership from its appurtenant Access Lot. The Access Lots may only be used for the purpose of providing the Owner of the Pier Zone Access Lot and Access Lot with pedestrian access and access by golf cart or similar electric motorized access (but not access by automobile) to Lake Keowee for the construction, operation, use and maintenance of a Pier within the Pier Zone adjoining such Owner's Access Lot (which Pier may be constructed only after obtaining the permits and approvals described herein). No permanent structure of any kind may be constructed on any Access Lot, and the only Improvements which may be installed on any Access Lot are a six (6) foot pathway providing access to any such Pier, any requirements of utilities facilities serving such Pier, and a parking area within the area designated for parking on the Map. Such pathways are subject to any local ordinance and/or any requirements of the Lake Manager. For all purposes under the Declaration, each Pier Zone Access Lot and its corresponding Access Lot shall be deemed a single Lot, including for purposes of voting and imposition of Assessments. Declarant hereby grants, establishes, creates and reserves for the benefit of Lots 2, 3 and 4, and the Association, and their successors and assigns, an exclusive perpetual easement over Lots 1A, 2A and 3A as shown on the Map for pedestrian and golf cart or similar electric motorized access and parking (to exclude automobiles).

Section 7.26 Construction Rules.

7.26.1 Applicability. These construction rules (collectively, the "Construction Rules") shall apply to all Lot Owners and their builders/general contractors, and any reference to an Owner shall also apply to the Owner's builder/general contractor and subcontractors. All Owners shall abide by the Construction Rules and such

other rules as the Board may establish from time to time Before commencing any construction activities the Board must be notified. Depending on the nature of the construction activities, Board approval in writing and an escrow as described in Section 7.26.2 may be required.

7.26.2 Construction Escrow Deposit. A Construction Escrow Deposit is required to be paid to the Association by each Lot Owner in the amount equal to ten (10) percent of the construction estimate with a minimum of $500 and a maximum of $5,000.00 prior to the commencement of construction. If an estimate is not available then the maximum amount shall apply. The Construction Escrow Deposit shall be deposited by the Association in an escrow account. The Construction Escrow Deposit paid by an Owner may thereafter be used by the Association for any of the following purposes:

7.26.2.1 To pay for the cost to repair any damage to the Roadways or Common Areas caused by the Owner or the Owner's builder/general contractor or subcontractors and not repaired by the responsible Owner or such Owner's builder/general contractor or subcontractors.

7.26.2.2 To complete any landscaping which has not been finalized upon conclusion of construction of a residence on any Lot

7.26.2.3 To pay for the cost of completing any Improvements, if and to the extent the Owner fails to complete such Improvements consistent with the terms of this Declaration.

7.26.2.4 To pay for the cost of restoring or replacing any trees, other vegetation, grades or other natural features improperly removed, altered or destroyed by the Owner, or Owner's builder/general contractor or subcontractors.

7.26.2.5 To reimburse the Association for the cost of cleaning up any significant amount of dirt, cement, or debris left by the Owner or by the Owner's builder/general contractor or subcontractors on any street, if and to the extent such materials and debris is not immediately removed by the Owner or the Owner's builder/general contractor or subcontractors.

7.26.2.6 To pay for the cost of enforcing any of the Owner's other obligations under this Declaration.

7.26.2.7 To pay any other costs, fines or expenses which, by the express terms of these Restrictions, may be deducted from the Construction Escrow Deposit. Except for the reimbursements described above the Association shall give an Owner prior notice that it intends to use such Owner's Construction Escrow Deposit for a particular purpose. Such Owner thereafter shall have forty-eight (48) hours from the date of the notice to complete the performance that is required and for which the Association intended to use such

Owner's Construction Escrow Deposit or, if the performance cannot be completed during that time, to begin the performance and to thereafter diligently pursue such performance to completion. Upon the completion of all Improvements and all Landscape Improvements and the performance of all other obligations by an Owner pursuant to the terms of this Declaration, the Association shall return to such Owner the unused portion (if any) of such Owner's Construction Escrow Deposit.

7.26.3 Construction Hours and Noise. All construction activities must be conducted and all deliveries must be made from 7:00 a.m. until 8:00 p.m. Monday through Saturday; provided, however, no construction activities shall be conducted and no deliveries shall be made on Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day or New Year's Day. Additionally, certain construction activities are permitted on Sundays but such activities shall be performed in a manner as to be considered "low impact" by the Board in its sole discretion; excessive noise and the use of heavy equipment shall be prohibited on Sundays. No loud radios or distracting noise (other than normal construction noise) will be allowed within the Subdivision during construction. This is distracting to Lot Owners. Normal radio levels are acceptable within the interior of fully enclosed homes. Radio and stereo speakers shall not be mounted on vehicles or outside of homes under construction.

7.26.4 Rubbish and Debris. In order to maintain a neat and orderly appearance at all times throughout the Subdivision, the following rules regarding all construction rubbish and debris located on a Lot outside the walls of a residence shall apply:

7.26.4.1 At the end of each day on which work occurs on the Lot, all lightweight, blowable construction debris, such as roofing paper, insulation bags, foam sheathing, polyethylene, etc., must be placed in an approved containment device such as a dumpster on the Lot.

7.26.4.2 At the end of the day on each Friday or Saturday, all non-blowable construction debris, such as wood scraps, shingles, brickbands, drywall, bricks and masonry blocks, must be gathered into neat piles.

7.26.4.3 During the last three (3) days of every month, all debris must be taken off the Lot and out of the Subdivision, leaving the silt fence and approved containment device and the Lot free of all debris.

7.26.4.4 Burning and/or burial of construction debris or vegetation is prohibited.

7.26.5 Roadway Cleaning. The Association shall have the right, without notice, to clean up any significant amount of dirt, gravel, cement, etc.,

left on any Roadway if the same is not immediately removed by the responsible Owner, to charge the cost of such clean-up to the responsible Owner and to receive reimbursement for the expense of such clean-up from the responsible Owner.

7.26.6 Silt Fences. Silt fences and/or other devices for sedimentation control shall be installed where necessary per code and/or as directed by the Association and maintained throughout the construction project.

7.26.7 Erosion Control. Each Owner, its builder/general Contractor and Subcontractors shall be responsible for erosion and sediment control practices during any grading, site preparation or earth-disturbing operation.

7.26.8 Material Storage. No construction materials, equipment or debris of any kind may be stored on any Roadway, curb, or within twenty-five (25) feet from edge of any Roadway curb, on any adjacent Lots or otherwise unless approved in writing by the Board of Directors..

7.26.9 Trailers. No construction office trailers may be placed, erected or allowed to remain on any Lot or in any other area in the Subdivision, except as approved in writing by the Board of Directors.

7.26.10 Gravel Drives. Prior to the commencement of construction on a Lot, the Owner of such Lot or such Owner's contractor shall provide at the approved driveway location a gravel drive with a minimum of five (5) inches of #5 crushed stone base from the paved street toward the house under construction.

7.26.11 Parking. All vehicles must be parked so as not to impede traffic or damage vegetation. No vehicles (trucks, vans, cars, trailers, construction equipment, etc.) may be left parked on any streets within the Subdivision overnight. Construction vehicles may be left on the gravel drive of a Lot
overnight only if additional use of the vehicle will be made within the following three (3) calendar days. Subcontractors are to be instructed to park on the street adjacent to the Lot or on the gravel drive, not in Common Areas or within the Roadway rights-of-way.

7.26.12 Miscellaneous Construction Practices. The following practices are prohibited within the Subdivision:

(a) Changing oil of any vehicle or equipment;

(b) Allowing concrete suppliers and contractors to clean their equipment in areas other than on the Lot on which construction is ongoing;

(c) Carrying and/or discharging any type of firearms, except by law enforcement officials and security personnel, authorized in writing by the Board of Directors;

(d) Careless disposition of cigarettes and other flammable material and

(e) Operators of vehicles are required to use due care to ensure that they do not spill any damaging materials while within the Subdivision. If spillage does

occur, it is the responsibility of the operator of the vehicle to properly clean up the spill. Any such clean-up operations completed by the Association will be charged to the responsible party. Any spills must be reported to the Association in writing as soon as possible.

7.26.13 Pets. Builder and contractor personnel may not bring pets into the Subdivision.

7.26.14 Common Areas. Except with the prior written permission of the Board of Directors, builder and contractor personnel are not allowed in the Common Areas, and no construction access will be allowed across the Common Areas.

7.26.15 Portable Chemical Toilets. An enclosed and regularly serviced portable chemical toilet must be provided at each residence under construction or undergoing extensive reconstruction/renovation, and must be located in as inconspicuous a location as possible at least twenty-five (25) feet from the edge of curb unless approved in writing by the Board of Directors.

7.26.16 Vehicular Traffic and Speed Limits. All vehicles must travel at a safe operable speed for construction traffic in an inhabited neighborhood.

7.26.17 Signs. Building permits and a single builder/general contractor sign are the only signs or documentation that may be posted at a residence or on a Lot during construction. Other business signs or forms of advertisement are not permitted. Building permits are to be attached to a post in a manner protected from the elements and in no event may building permits or any other signage or documentation be attached to trees.

7.26.18 Property Damage. Any damage to streets and curbs, drainage inlets, water meters or boxes, streetlights, street markers, mailboxes, walls, fences, etc. if not immediately mitigated by the Owner or its builder/general contractor/subcontractor may be repaired by the Association and the cost of such repairs will be billed to the responsible Owner. If not paid promptly, the repair cost will be assessed as a Special Individual Assessment. If any telephone, cable TV, electrical, water or other utility lines are cut, it is the responsible party's obligation to report such an accident within thirty (30) minutes to the Association, and any cost incurred in connection with repairing such damage shall be borne by the responsible party.

7.26.19 General Builder/Contractor Responsibilities. Builders/contractors are encouraged to maintain strict control over subcontractors to minimize soil and mud build-up in streets. Builders are advised to educate employees and subcontractors as to the location of the Lake Buffer Areas, the restrictions applicable to the Lake Buffer Areas and the ramifications for violation of the provisions of this Declaration with

respect thereto (i.e., fines). Planning home construction with the erosion control measures specifically in mind will be crucial to the success of each builder/contractor in the Subdivision. In addition to protecting the Lake Buffer Areas and controlling erosion, builders are encouraged to develop Lot plans which preserve natural wooded areas wherever possible and which minimize Lot grading and disturbance. Alignment of utilities and access should be planned to minimize the cutting of mature trees.

Section 7.27 Exterior Materials and Colors. Exterior materials shall be stucco, stone, synthetic or composite siding (such as fiber cement siding or equivalent), or tan or brown brick masonry. Red brick houses are not permitted. No log cabin (or structure resembling a log cabin, or having the architectural characteristics of a log cabin is permitted. Post and beam accents are encouraged. When there is a change of material from front to side, front veneer material must be wrapped to cover 24" of the adjoining side. Horizontal siding used must be fully back-supported to maintain a straight and even outer surface and must be fully and properly finished. Natural weathering of exterior wood materials is not desired. Imitation stone, brick-like materials or vinyl siding are generally discouraged and may be used only upon prior written approval of the Board of Directors. Homes constructed on Waterfront Lots shall use the same or similar exterior materials on all sides of the structure. Colors are to be earth tones of tans, browns, grays, greens, and highlighted with subdued shades of red, green, grays, tans or cream trim unless otherwise approved in writing by the Board of Directors.

Section 7.28 Roofs. Roofs and roof pitches shall be in proportion to the overall size and shape of the private residence and outbuildings with a minimum overhang of twelve (12) inches. Except as specifically approved otherwise in writing by the Board of Directors, the minimum roof slope for the main house structure shall be eight (8) vertical to twelve (12) horizontal and the maximum roof slope shall be twelve (12) vertical to twelve (12) horizontal. Steep roofs that incorporate traditional dormer elements with pitches of 5:12 to 12:12 are generally acceptable. Double pitch roofs may utilize a minimum 9:12 roof for the main body of the roof and a minimum 6:12 roof over the porch elements. Shed roof elements may utilize 2:12 to 4:12 pitches. Acceptable roofing materials are (i) synthetic shakes, (ii) natural or man-made slate, (iii) tile, (iv) minimum twenty-five (25) year warranty, variegated (not solid) color, dimensional architectural (sculpted) style, composition (fiberglass) shingles or (v) designated metal roofing (architectural roofing made of aluminum or other metals that simulate permitted roofing materials). Gutters and downspouts that drain water from roofs, designed to empty into natural drainage systems such as crushed rock beds or grass-lined swales and carry water away from foundations, paved surfaces and adjoining lots are encouraged.

Roof vents, roof power vents, plumbing vent pipes, skylights and solar panels or other energy producing products will not be permitted on roofs visible from any street, unless approved in advance in writing by the Board of Directors. Roof vents, roof power vents, rain diverters, skylight housings, plumbing vent pipes and non-copper flashing shall be painted to blend with the roof shingles, except that flashing applied to vertical surfaces may be painted to blend with the vertical materials where more appropriate.

Eave lines shall align whenever possible. Eaves and rakes shall be accented by multiple fascia boards, cove and crown moldings or gutters.

Section 7.29 Rights of Duke Energy Corporation. As the current Lake Manager,

Duke Energy Corporation has certain privileges and easements affecting the Development which include the right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of Lake Keowee and its tributaries upon and over the Development.

Section 7.30 Non-waiver. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision contained herein or referred to herein shall be held to be a waiver by that party of any right available to the party upon the recurrence or continuance of said violation or the occurrence of a different violation.

ARTICLE VIII

INSURANCE

Section 8.1 Board of Directors. The Board of Directors shall obtain and maintain at all times the following types of insurance:

8.1.1 Fire and Casualty. All Improvements and all fixtures included in any Common Areas and all personal property and supplies belonging to the Association shall be insured in an amount equal to 100% of the current replacement cost up to the amount specified in the insurance policy (exclusive of land, foundation, excavation and other normally excluded items) as determined annually by the Board of Directors with the assistance of the insurance company providing coverage. The Board of Directors shall, at least annually, review the insurance coverage required herein and determine I00% of the current replacement cost of such Improvements and fixtures and personal property and supplies. Such coverage shall provide protection against loss or damage by fire, windstorm, vandalism and malicious damage and all perils covered by a standard "all risk" insurance policy. All such policies shall provide that the Board of Directors and the insurance company shall approve adjustment of Joss. In addition to the provisions and endorsements set forth in Section 8.4, the fire and casualty insurance described herein shall contain the following provisions:

8.1.1. 1 a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Owners and their employees, agents, tenants and invitees; and

8.1.1.2 a provision that the coverage will not be prejudiced by act or neglect of one or more Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

8.1.2 Public Liability. The Board of Directors shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine to be customary for projects similar in construction, location and use to any

Common Areas, and customary for the activities and obligations of property owners' associations for projects similar to the Development, covering each member of the Board of Directors, the managing agent, if any, and each Owner with respect to his liability arising out of the ownership, maintenance, or repair of the Common Areas and out of the activities of the Association; provided, however, that in no event shall the amounts of such public liability insurance ever be less than $1,000,000 per occurrence against liability for bodily injury, including death resulting therefrom, and damage to property, including loss of use thereof, occurring upon, in or about, or arising from or relating to, the Property or any portion thereof. Such insurance shall include endorsements covering cross-liability claims of one insured against another, including the liability of the Association and/or the Owners as a group to a single Owner. The Board of Directors shall review such limits annually.

8.1.3 Fidelity Coverage. The Board of Directors shall also be required to obtain fidelity coverage against dishonest acts on the part of all persons, whether officers, directors, trustees, employees, agents or independent contractors, responsible for handling funds belonging to or administered by the Association, in an amount determined by the Board of Directors in its discretion. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

8.1.4 Other Coverage. Such other insurance coverages, including flood insurance and worker's compensation, as the Board of Directors shall determine, from time to time, to be necessary or desirable.

Section 8.2 Premium Expense. Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Board of Directors and charged as a common expense to be collected from the Owners pursuant to Article V.

Section 8.3 Special Endorsements. The Board of Directors shall make diligent effort to secure insurance policies that will provide for the following:

8.3.1 recognition of any insurance trust agreement entered into by the Association;

8.3.2 coverage that may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least forty-five (45) days prior written notice to the named insured, any insurance trustee and all Mortgagees; and

8.3.3 coverage that cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner or any Mortgagee.

Section 8.4 General Guidelines. All insurance policies purchased by the Board of Directors shall be with a company or companies licensed to do business in the State of South Carolina and holding a rating of "A-VII" or better by the current issue of AM. Best's

Insurance Reports. All insurance policies shall be written for the benefit of the Association and shall be issued in the name of, and provide that all proceeds thereof shall be payable to, the Association. Notwithstanding any of the foregoing provisions and requirements relating to insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, who shall have exclusive authority to negotiate losses under any policy providing such insurance. The property and public liability insurance policies shall not contain (and the insurance shall not be placed with companies whose charters or bylaws contain) provisions whereby: (1) contributions or assessments may be made against the Association, the Owners or the Mortgagees (2) loss payments are contingent upon action by the carriers Directors, policy holders or Members; or (3) there are limiting clauses (other than insurance conditions) which could prevent Owners or Mortgagees from collecting the proceeds.

Section 8.5 Owner's Personal Property. The Association shall not be liable in any manner for the safekeeping or conditions of any personal property belonging to or used by any Owner or his family, tenants, guests or invitees, located on or used at the Common Areas. Further, the Association or Declarant shall not be responsible or liable for any damage or loss to or of any boat, its tackle, gear, equipment or other property located thereon, or any other personal property of any Owner, his family, tenants, guests or invitees located on or used at the Common Areas. Each Owner shall be solely responsible for all such boats and other personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase, at such Owner's sole cost and expense, of any liability insurance or other insurance for damage to or loss of such property.

ARTICLE IX

RIGHTS OF MORTGAGEES

Section 9.1 Approval of Mortgagees. Unless at least seventy-five percent (75%) of the Mortgagees holding Mortgages on Lots located within the Development then subject to the full application of this Declaration have given their prior written approval, the Association shall not:

9.1.1 except as otherwise specifically provided herein, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or Improvements thereon which are owned, directly or indirectly, by the Association; provided, however, the granting of easements for utilities or other purposes pursuant to the terms of the Declaration shall not be deemed a transfer within the meaning of this provision;

9.1.2 except as otherwise specifically provided herein, change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner;

9.1.3 fail to maintain fire and extended coverage insurance on insurable Improvements in any Common Areas in the Subdivision (with the exception of Public Roads) on a current replacement cost basis in an amount not less than 100% of the insurable value as set forth in Article VIII; or

9.1.4 use the proceeds of any hazard insurance policy covering losses to any part of any Common Area for a purpose other than the repair, replacement or reconstruction of the damaged Common Areas.

Section 9.2 Additional Rights. Provided that a Mortgagee has given written notice to the Association as hereafter provided, a Mortgagee shall have the following rights:

9.2.1 to be furnished at least one copy of the annual financial statement and report of the Association within ninety (90) days following the end of each fiscal year;

9.2.2 to be given notice by the Association of any meeting of the Association's membership, and to designate a representative to attend all such meetings;

9.2.3 to be given prompt written notice of default under the Declaration, the Bylaws or any rules and regulations promulgated by the Association by any Owner owning a Lot encumbered by a Mortgage held by the Mortgagee, such notice to be sent to the principal office of such Mortgagee or the place which it designates in writing;

9.2.4 to be given prompt written notice of any casualty loss to the Common Areas, or loss by eminent domain, condemnation or other tiling of (i) the Common Areas or (ii) any Lot encumbered by a Mortgage held by the Mortgagee;

9.2.5 to be given prompt written notice of any lapse, cancellation or material

modification of any insurance policy or fidelity bond maintained by the Association; and

9.2.6 to be given prompt written notice of any action which requires the consent of any or all of the Mortgagees as specified herein.

Whenever any Mortgagee desires the provisions of this Section 9.2, to be applicable to it, it shall serve or cause to be served written notice of such fact upon the Association by certified mail, return receipt requested, addressed to the Association and sent to its address stated herein, identifying the Lot or Lots upon which any such Mortgagee holds any Mortgage or identifying any Lot owned by it, together with sufficient pertinent facts to identify any Mortgage which may be held by it and which notice shall designate the place to which notices are to be given by the Association to such Mortgagee. In the event a Mortgagee fails to give written notice as provided in the immediately preceding sentence, the Mortgage shall not be entitled to the benefits of this Section 9.2.

Section 9.3 Books and Records. Any Mortgagee will have the right to examine the books and records of the Association during any reasonable business hours.

Section 9.4 Payment of Taxes and Insurance Premiums. The Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against the Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for property owned by the Association and the persons, firms or corporations making such payments shall be owed prompt reimbursement from the Association.

ARTICLE X

CONDEMNATION

Section 10.1 Partial Taking: Without Direct Effect on Lots. If part of the Property shall be taken or condemned by any authority having the power of eminent domain, such that no Lot is taken, all compensation and damages for and on account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Lots, shall be paid to the Board of Directors in trust for all Owners and their Mortgagees according to the loss or damages to their respective interests in such Common Areas. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Areas, without limitation on the right of the Owners to represent their own interests. Each Owner, by his acceptance of a deed to a Lot, hereby appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the condemnation of the Common Areas. Such proceeds shall be used to restore the Common Areas with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board of Directors, in its sole discretion. Nothing herein shall prevent Owners whose Lots are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damage relating to loss of value of the affected Lots or Improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Areas. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Lots without such allocation, the award shall be divided between affected Owners and the Association, as their interests may appear, by the Board of Directors, in its sole discretion.

Section 10.2 Partial or Total Taking: Directly Affecting Lots. If part or all of the Property shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof (including specific easements assigned to any Lot) is taken, the Association shall have the right to act on behalf of the Owners with respect to Common Area as provided in Section 10.1 and the proceeds shall be payable as outlined therein. The Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. All compensation and damages for and on account of the taking of any one or more of the Lots or Improvements, fixtures or personal property thereon, shall be paid to the Owners of the affected Lots and their Mortgagees, as their interests may appear. If all of the Property shall be taken such that the Association no longer has reason to exist and shall thereafter be dissolved and/or liquidated, all compensation and damages for and on account of the taking of the Common Areas shall be distributed with the other assets of the Association in accordance with the Articles of Incorporation.

Section 10.3 Notice to Mortgagees. A notice of any eminent domain or condemnation proceeding shall be sent to all Mortgagees who have served written notice upon the Association in accordance with Section 9.2.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Enforcement. Declarant wishes to maintain a high standard in the appearance and quality of the Subdivision. Though damages would be difficult to measure, the failure of the Owners or the Association to abide by the terms, covenants and restrictions contained in this Declaration would result in irreparable damage to Declarant and its reputation. Accordingly, Declarant, during the term of this Declaration as set forth in Section 11.4, or any Owner or Owners, shall have the right, but not the obligation, to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, condition, covenant, reservation, lien or charge, either to restrain violation thereof or to recover damages therefor. Declarant, and each Owner shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration and the Bylaws and any duly authorized rules and regulations governing the Development.

In addition, the Association and the Owners hereby covenant and agree that they shall exercise their power of enforcement hereunder in order to maintain a first class subdivision in appearance and quality, and that they shall, upon the request of Declarant, enforce any restriction, condition, covenant or reservation contained in this Declaration deemed by Declarant, in its sole discretion, to have been violated, using all remedies available to them at law or in equity. Failure by Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Declarant hereby reserves the right and easement, but not the obligation, to go upon any portion of the Common Areas at any time in order to repair and maintain such Common Areas where needed, in Declarant's sole discretion, to bring such Common Areas within the standards required by Declarant.

In addition to the remedies available to it at law, in equity, or pursuant to the other tenns of this Declaration, the Association shall have the power to impose reasonable fines for violations of this Declaration, the Bylaws, or the rules and regulations promulgated by the Association. Prior to the imposition of any such fine, a hearing shall be held before the Board, or before an adjudicatory panel appointed by the Board, to determine if the fine should be imposed. The Lot Owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine of $50/day beginning 30 days after notification from the Board and then increasing to $150/day after 60 days may be imposed for the violation and, without further hearing, for each day after the decision that the violation occurs until the violation ceases. Such fines shall be Special Individual Assessments.

Section 11.2 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall not affect any other provisions of this Declaration, which shall remain in full force and effect.

Section 11.3 Amendment.

11.3.1 Amendment by Owners. The covenants, conditions, and restrictions of this Declaration may be amended at any time and from time to time by an instrument signed by a two thirds (2/3) majority of all votes cast

(including proxy votes) by Lot Owners who are entitled to cast votes . Any such amendment shall not become effective until the instrument evidencing such change has been filed of record.

11.3.2 Amendment by Declarant. Declarant may, at Declarant's option, amend this Declaration without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause this Declaration to comply with the requirements of FHA, VA, the Federal National Mortgage Association or other similar agency. Declarant, without obtaining the approval of any other person or entity, may also make (a) amendments or modifications hereto which do not involve a change which materially adversely affects the rights, duties or obligations specified herein; and/or (b) any addition or amendment that Declarant is authorized to make under other Sections of this Declaration.

Section 11.4 Term. The covenants and restrictions of this Declaration, as they may be amended from time to time in accordance with Section 11.3 above, are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded; after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of a two thirds (2/3) majority of all Lot votes cast (including proxy votes) by Lot Owners who are entitled to cast votes has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. Provided, however, that the residential use restrictions set forth in Section 7.1 of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them in perpetuity.

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 3rd day of September, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 2/2A

James E. Moore

[SEAL]
Print Name: James Ratliff

[SEAL]
Print Name: Lucretia Morgan

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
30 day of September, 2025

James E Moore (LS)
Notary Public of South Carolina
My Commission Expires: 7-10-35

JAMES E. MOORE NOTARY PUBLIC SOUTH CAROLINA

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 22nd day of September in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 4/4A

Sharon Cabrera [SEAL]
Print Name: Sharon Cabrera

Ricky L Cabrera [SEAL]
Print Name: Ricky L Cabrera

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
22nd day of September, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 4/28/2035

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 22 day of September in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 5

[SEAL]
Print Name: Bryant Hearne

[SEAL]
Print Name: Vickie Hearne

STATE OF South Carolina)
)
COUNTY OF Anderson)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
22 day of September, 2025

(LS)
Notary Public of South Carolina
My Commission Expires:

MICHELLE COYNER
Notary Public
State of South Carolina
My Commission Expires May 13, 2035

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 6

[SEAL]
Print Name: NINA SPRINKLE

[SEAL]
Print Name: A. Todd Sprinkle

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 8

Anthony Petrolle [SEAL]
Print Name: _____

[SEAL]
Print Name: Erica Petrolle

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 9

Karen Savan

Jeffrey N Gladstein [SEAL]
Print Name: Jeffrey N. Gladstein

Juliette W Gladstein [SEAL]
Print Name: Juliette Gladstein

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 13

[SEAL]
Print Name: Glenn Kornett

Gudrun F. Kornett
[SEAL]
Print Name: Gudrun Kornett

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 14

Karen Savan

Louis DeCristofaro [SEAL]
Print Name: Louis DeCristofaro

Cynthia DeCristofaro [SEAL]
Print Name: Cynthia DeCristofaro

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 4TH day of SEPTEMBER, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 16

Karen Savan

[SEAL]
Print Name: RICHARD M. JOLLY

[SEAL]
Print Name: DAWN M. JOLLY

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of SOUTH CAROLINA, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
4TH day of SEPTEMBER, 2025

(LS)
Notary Public of SOUTH CAROLINA
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 18

Karen Savan

Jane B. Lindsay [SEAL]
Print Name: Jane B. Lindsay

Ronald C Lindsay [SEAL]
Print Name: Ronald C Lindsay

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31ST day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

Karen Savan

LOT # 19 & 20B

Daniel W. McNew [SEAL]
Print Name: Daniel W. McNew

Carol P. McNew [SEAL]
Print Name: Carol P. McNew

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31ST day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 8TH day of September, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 201/21

[SEAL]
Print Name: DAN HERRIOT

[SEAL]
Print Name: BARBARA HERRIOTT

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
8TH day of September, 2025

(LS)
Notary Public of South Carolina
My Commission Expires:

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 10 day of September, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 22

Cynthia Smoak [SEAL]
Print Name: Cynthia Smoak

Andrew Smoak [SEAL]
Print Name: Andrew Smoak

CHERYL RAFSHOON NOTARY PUBLIC DEKALB COUNTY GEORGIA EXPIRES AUGUST 1, 2029

CHERYL RAFSHOON NOTARY PUBLIC DEKALB COUNTY GEORGIA EXPIRES AUGUST 1, 2029

STATE OF Georgia)
)
COUNTY OF Dekalb)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of Georgia, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
10th day of September, 2025.

(LS)
Notary Public of 8/1/2029
My Commission Expires: Dekalb County, Georgia

CHERYL RAFSHOON NOTARY PUBLIC DEKALB COUNTY GEORGIA EXPIRES AUGUST 1, 2029

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 25th day of AUGUST, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 23

George A. Canvin [SEAL]
Print Name: GEORGE A. CANVIN, JR

_____[SEAL]
Print Name:_____

STATE OF New Jersey)
)
COUNTY OF UNION)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of New Jersey, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
25th day of August, 2025

Sean O'Shea (LS)
Notary Public of Union Co., New Jersey
My Commission Expires:

SEAN G. O'SHEA
Notary Public, State of New Jersey
Comm. # 2457534
My Commission Expires 02/14/2028

SEAN G. O'SHEA NOTARY PUBLIC STATE OF NEW JERSEY MY COMM. EXP. 02/14/2028

SEAN G. O'SHEA NOTARY PUBLIC NEW JERSEY

Attachments:

Signature Page – Must be returned to HOA

Sample Page – How to fill out the Signature Page

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered

in the Presence of: LOT # 24 & 24A

witness Karen Sarvan

witness

Warren J. Harris [SEAL]

Print Name: Warren J. Harris

witness

Notary signature

Dianne K. Harris [SEAL]

Print Name: Dianne K. Harris

STATE OF South Carolina

COUNTY OF Oconee

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

_____(LS)

Notary Public of South Carolina

My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 25

Karen Savan

[SEAL]
Print Name: Andrew M Pierce

[SEAL]
Print Name: William R Pierce

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 27

Karen Savan

[SEAL]
Print Name: Frances O. Creekmur

[SEAL]
Print Name: William S. Creekmur

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 28

Karen Savan

John D. Richards [SEAL]
Print Name: John D. Richards

Suzanne L. Richardson [SEAL]
Print Name: Suzanne L Richardson

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 29

Holly A Thene [SEAL]
Print Name: Holly A Thene

[SEAL]
Print Name: TONY R THENE

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 28TH day of AUGUST, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 30

[SEAL]

Print Name: MICHAEL HUSKEY

[SEAL]

Print Name: RITA HUSKEY

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF OCONEE)

BEFORE ME, a Notary Public for the State of SOUTH CAROLINA, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
28th day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 4/28/2035

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 32

Karen Savan

Amy Courter [SEAL]
Print Name: Amy Courter

[SEAL]
Print Name: CHRISTOPHER COURTER

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 25 day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 34

[SEAL]
Print Name: Jillian Harris

[SEAL]
Print Name:

STATE OF Ohio)
)
COUNTY OF Delaware)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of Ohio, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
25 day of August, 2025

(LS)
Notary Public of Ohio
My Commission Expires: 10/17/2026

Gregory Michael Layer
Notary Public, State of Ohio
My Commission Expires 10-17-26

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 25 day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 35

[SEAL]
Print Name: Jillian Harris

[SEAL]
Print Name:

STATE OF Ohio)
)
COUNTY OF Delaware)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of Ohio, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
25 day of August, 2025

(LS)
Notary Public of Ohio 10/17/2026
My Commission Expires:

Gregory Michael Layer
Notary Public, State of Ohio
My Commission Expires 10-17-26

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 26 day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 36

Karen M. Savah [SEAL]
Print Name: KAREN M. SAVAH

[SEAL]
Print Name: WILLIAM JAY SAVAH

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
26 day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: July 29, 2031

Diane Day
NOTARY PUBLIC
State of South Carolina
My Commission Expires
July 29, 2031

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31st day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 37

Karen Savan

[SEAL]
Print Name: Douglas Cooper

[SEAL]
Print Name: Jo Cooper

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

(LS)
Notary Public of South Carolina
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

SIGNATURE PAGE

WITNESS my/our hand(s) and seal(s) this 31ST day of August, in the two thousand twenty-fifth year of our Lord and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

LOT # 38

Karen Savan

Gary W Colder [SEAL]
Print Name: GARY W. COLDREN

Pamela J. Colder [SEAL]
Print Name: PAMELA J. COLDREN

STATE OF South Carolina)
)
COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the Lot Owner/Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he/she/they executed the within written Declaration of Covenants, Conditions and Restrictions for the purposes therein written.

Sworn to before me this
31st day of August, 2025

(LS)
Notary Public of
My Commission Expires: 1/18/32

William Jay Savan
Notary Public, State of South Carolina
My Commission Expires Jan. 18, 2032

Exhibit A

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Sep 24 2025
REFERENCE ID: 2004829

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLES OF INCORPORATION
OF
HARBOR OAKS OWNERS ASSOCIATION, INC
A NONPROFIT CORPORATION

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-31-202 of the South Carolina Code of Laws, as amended, the undersigned corporation submits the following information

1 The name of the nonprofit corporation is Harbor Oaks Owners Association, Inc

2. The initial registered office of the nonprofit corporation is **75 Beattie Place** (Street Address)

Greenville		**SC**	**29601**
City	County	State	Zip Code

The name of the registered agent of the nonprofit corporation at that office is

CT Corporation System

3 Check "a", "b", or "c" whichever is applicable. Check only one box
- a ☐ The nonprofit corporation is a public benefit corporation
- b ☐ The nonprofit corporation is a religious corporation.
- c ☑ The nonprofit corporation is a mutual benefit corporation

4 Check "a" or "b", whichever is applicable:
- a. ☑ This corporation will have members
- b. ☐ This corporation will not have members.

5 The address of the principal office of the nonprofit corporation is

400 South Tryon Street, Suite 1300,	Charlotte,	Mecklenburg,	North Carolina	28202
Street Address	City	County	State	Zip Code

6 If this nonprofit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation

a. ☐ Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue

070205-0201 FILED 02/05/2007
HARBOR OAKS OWNERS ASSOCIATION, INC
Filing Fee $25 00 ORIG

Mark Hammond South Carolina Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Sep 24 2025
REFERENCE ID: 2604825

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

b ☐ Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to

_____

7 If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or 'b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation

a ☒ Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving

b. ☐ Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8 The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instructions to this form)

9 The name and address of each incorporator is as follows (only one is required)

Brian P. Evans, Esq , 214 North Tryon Street, 47th Floor, Charlotte, North Carolina 28202
Name Address Zip Code

_____
Name Address Zip Code

_____
Name Address Zip Code

10 Each original Director of the nonprofit corporation must sign the articles but only if the Directors are named in these articles

_____
Name (Only if named in articles) Signature of Director

_____

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Sep 24 2025 Name (Only if named in articles) Signature of Director

REFERENCE ID: 2004829

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA me (Only if named in articles) Signature of Director

11 Each incorporator must sign the articles

Brian P Quinn
Signature of incorporator

Signature of incorporator

Signature of incorporator

EXHIBIT B
TO
DECLARATION
FOR
HARBOR OAKS

BYLAWS OF
HARBOR OAKS OWNERS ASSOCIATION, INC.

ARTICLE 1

Section 1. I. Name. The name of the non-profit corporation is HARBOR OAKS OWNERS ASSOCIATION, INC. (the "Association")

Section 1.2. Location. The principal office of the Association shall be located in Oconee County, South Carolina at103 Rollingwood Dr, Seneca, South Carolina 29672. The registered office of the Association may be, but need not be, identical with the principal office.

Section 1.3. Purpose. The purpose for which the Association is organized is to further social activities of Owners of Lots in Harbor Oaks Subdivision located in Oconee County, South Carolina, to provide services to the Owners, manage and maintain the Common Areas and administer and enforce all covenants and restrictions dealing with the Property located in Harbor Oaks, and any other purposes allowed by law.

ARTICLE 2

DEFINITIONS

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Harbor Oaks executed by Harbor Oaks Owners Association, and duly recorded in the Office of The Clerk of Court of Oconee County, South Carolina (as supplemented and amended, from time to time, the "Declaration").

ARTICLE 3

MEETINGS OF MEMBERS

Section 3.1. Annual Meetings. The annual meeting of the Members shall be held some time during the month of April through June as determined by a vote of the Board of Directors, and each subsequent regular annual meeting of the Members shall be held on or about the anniversary date of the previous year's, at a reasonable time to be determined by the Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 3.2. Special Meeting. Special meetings of the Members may be called at any time by the President of the Association, by the Board of Directors, or upon the written request of the Members who are entitled to vote at least ten percent (10%) of all of the votes

appurtenant to the Lots.

Section 3.3. Notice of Meeting. Written notice of each meeting of the Members shall be given by or at the direction of, the Secretary of the Association or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 3.4. Voting Rights. The voting rights of the Members shall be appurtenant to the ownership of Lots. Each Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event that a Lot is completely combined with a contiguous lot, or a lot is subdivided and added to one or more contiguous Lots, the resulting parcels are considered as one lot for voting rights

Section 3.5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes appurtenant to the Lots shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.6. Proxies. At all meetings of Members, each Lot Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance of the applicable Member's Lot.

Section 3.7. Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a majority vote of all votes entitled to be cast by all Lot Owners, present or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, shall be regarded as the act of the Members

Section 3.8. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any such meeting shall constitute a waiver of notice by such Member of the time and place thereof, except when such Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all of the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 3.9. Informal Action by Members. Any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the

Association's minute book.

ARTICLE 4

BOARD OF DIRECTORS AND THEIR DUTIES

Section 4.1. Directors. The Directors of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other Directors as the Board may, from time to time, by resolution create.

Section 4.2. Nomination. Nominations for the Board of Directors shall be made from the floor at the annual meeting.

Section 4.3. Election. The Board of Directors shall be elected at the annual meeting of the Members. At such election, the Lot Owners or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation, these Bylaws and the Declaration. Subject to the terms of this Article 4, the persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.4. Term of Office. Each Director shall hold office for the term for which such Director was elected, or until his death, resignation, retirement, removal disqualification or until his successor is elected and qualified. The Member receiving the highest number of Lot Owner votes, for each Director position shall serve for a three (3) year term. Votes shall be tallied at the meeting at which they are cast and, in the event of a tie vote, a run-off election shall be conducted at the same meeting. Nothing herein contained shall be construed to prevent the election of a Director to succeed himself.

Section 4.5. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, such Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting election. The Members may elect a Director at any time to fill any vacancy not filled by the remaining members of the Board.

Section 4.6. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.7. Vacancies. A vacancy of any Director may be filled by appointment by the Board. The Director appointed to such vacancy shall serve until the next annual meeting election.

Section 4.8. Multiple Offices. The same person may hold the offices of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices.

Section 4.9. Duties. The duties of the Directors are as follows:

(a) President - The President shall be the principal executive officer of the Association, and shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

(b) Vice President - The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring the corporate seal; shall serve notice of meetings of the Board and of the Members; shall keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting.

ARTICLE 5

MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Meetings of the Board of Directors shall be held on a regular basis as often as the Board sees fit, but no less often than annually, on such days and at such place and hour as may be fixed from time to time by resolution of the Board. If the meeting falls upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 5.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4. Informal Action by Directors. Action taken by a majority of the Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5.5. Liability of the Board. The members of the Board of Directors shall not be liable to the Members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Members shall indemnify, defend and hold harmless each of the Directors against all contractual liability to others arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are also Members.

ARTICLE 6

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1. Powers. The Board of Directors, for the benefit of the Members, shall have the following specific powers and rights (without limitation, however, with respect to any other powers and rights which the Board may possess under South Carolina law or under the Declaration):

(a) To adopt and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of the Members and their families, guests and invitees thereon, and to establish penalties and fines for the infraction or violation thereof;

(b) To suspend any Member's voting rights and right to use the Common Areas during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended (after notice and hearing) for a period not to exceed sixty (60) days for infraction or violation of published rules and regulations;

(c) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) To declare the office of a Director to be vacant in the event such Director is absent from three (3) consecutive regular meetings of the Board of Directors;

(e) To employ a manager, an independent contractor, or such other employee(s) as the Board deems necessary, and prescribe their duties;

(f) To grant all necessary easements and rights-of-way upon, over, under and across the Common Areas when it deems such action to be necessary and appropriate, including, but not limited to, easements for the installation and maintenance of electrical, telephone, cablevision, water, sanitary sewer and other utilities or drainage facilities;

(g) To appoint and remove all contractors, agents and employees of the Association, prescribe their duties, set their compensation and require of them such security or fidelity bonds as it may deem expedient;

(h) To enter into agreements or contracts with utility companies with

respect to utility installation, consumption and service matters relating to the Common Areas and/or the Association;

(i) To enter into agreements or contracts with builders regarding the construction of Improvements on Lots located in the Development;

(j) To retain the services of legal, accounting and other professional firms;

(k) To maintain contingency reserves for the purposes set forth in the Declaration;

(l) To enforce the provisions of the Declaration and any Additional or Supplemental Declaration and any rules or regulations made hereunder or thereunder;

(m) To levy Assessments as more particularly set forth in the Declaration;

(n) To impose fines for the violation of the Declaration, these Bylaws, or the rules and regulations adopted by the Board, in accordance with the Declaration; and

(o) To take any and all other actions, and to enter into any and all other agreements, as may be necessary for the fulfillment of its obligations under the Declaration or these Bylaws.

Section 6.2. Duties. The Board, for the benefit of the Members, shall have the following specific duties (without limitation of other duties the Board may have):

(a) To maintain current copies of the Declaration, these Bylaws and other rules concerning the Development, as well as Association books, records and financial statements, available for inspection upon reasonable notice and during normal business hours by all Owners, Mortgagees and insurers and guarantors of Mortgages that *are* secured by Lots;

(b) To supervise all contractors, agents, employees, and committees of the Association to ensure that their duties are properly performed;

(c) As more fully provided in the Declaration:

(i) To set the amount of the Assessments

(ii) To send written notice of each Assessment to every Owner subject thereto before its due date; and

(iii) To foreclose the lien against any Lot for which Assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same, to the extent that the Board deems such actions available in its discretion;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid, which certificate shall be conclusive evidence of such payment;

(e) To procure and maintain adequate liability insurance covering the Association and the Directors thereof and adequate hazard insurance on the property owned by the Association, all in accordance with the Declaration;

(f) To cause all Directors or employees having fiscal responsibilities to be bonded, as it may deem appropriate, in accordance with the Declaration;

(g) To maintain or cause to be maintained the Common Areas (including the upkeep and maintenance of associated improvements) in accordance with the Declaration;

ARTICLE 7

COMMITTEES

Subject to Section 4.2, the Board shall appoint a Nominating Committee while defining its duties and responsibilities. In addition, the Board shall appoint other committees as it deems appropriate, from time to time, in carrying out its purposes.

ARTICLE 8

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, upon reasonable notice and during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and these Bylaws shall be available for inspection by any Member at the principal office of the Association.

ARTICLE 9

ASSESSMENTS

As more particularly described in the Declaration, each Member is obligated to pay Assessments to the Association. Any Assessments, which are not paid when due, shall be delinquent. If an Assessment is not paid by its due date, as set forth in the Declaration, the Assessment shall bear interest as provided therein. Any late charges, costs of collection and reasonable attorneys' fees related to any such delinquent Assessment may be added to the amount of such Assessment. No Member may waive or otherwise escape liability for the Assessments provided for herein by non-use or abandonment of its Lot.

ARTICLE 10

CORPORATE

SEAL

The Association shall have a seal in circular form having within its circumference the words HARBOR OAKS OWNERS ASSOCIATION, INC.- 2006 - S.C.

ARTICLE 11

AMENDMENTS

Section 11.1. Procedure for Amendment. Subject to the limitations hereinafter contained, the Articles of Incorporation and these Bylaws may be amended or modified at any time by a vote of no less than a two thirds (2/3) majority of all votes cast by the Lot Owners, including Proxy votes, which vote is taken at a duly held meeting of the Members at which a quorum is present, all in accordance with these Bylaws. Provided, however, if a two thirds (2/3) majority of all votes entitled to be cast by the Lot Owners cannot be obtained at such a meeting, then the Articles of Incorporation and these Bylaws may be amended by obtaining the vote of a two thirds (2/3) majority of all votes present at a duly held meeting of the Members at which a quorum is present and by, within ninety (90) days of such vote, obtaining written consent to such amendment by Lot Owners holding a sufficient number of votes to comprise, along with such voting Lot Owners, a two thirds (2/3) majority of all votes entitled to be cast by the Lot Owners. Any amendment or modification effected pursuant to this Section 11.1 shall become effective with respect to these Bylaws when an instrument is filed of record in the Office of the Clerk of Court for Oconee County, South Carolina, provided, however, such an amendment or modification in lieu of being executed by the Lot Owners voting for such amendment or modification, may contain a certification of the Secretary of the Association stating that the amendment or modification has been voted on and approved by the requisite number of votes of the Lot Owners, as provided in this Section 11.1, and when with respect to the Articles of Incorporation any amendment or modification is filed of record in the Office of the South Carolina Secretary of State.

Section 11.2. Resolution of Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 12

MISCELLANEOUS

The fiscal year of the Association shall be the calendar year and shall begin on the first day of January and end on the 31st day of December of every year.

ARTICLE 13

INDEMNIFICATION OF DIRECTORS

Neither the Association, nor any Member, nor the Board, nor any Directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Association or otherwise. Neither the Association, nor their Directors, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. The Association or any other person, firm or entity making such repairs or maintenance shall not be liable for any personal injury or other

incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

The Association shall indemnify any Director or former Director of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including reasonable attorneys' fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnifications provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of Lot Owners or any disinterested Directors or otherwise and shall continue as to any person who has ceased to be a Director, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association. as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association, or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article 13, or elsewhere in these Bylaws, shall operate to indemnify any Director if such indemnification is for any reason contrary to any applicable state or federal law.

If a Member or Members file suit or take legal action against the Association, or the Board of Directors and the final ruling is in favor of the Association or Board of Directors, the Member or Members filing the suit or legal action will be responsible for all the legal fees associated with the legal proceeding including those of the Association and/or Board of Directors.