



- c. Institutional uses, including but not limited to group homes, day care centers, churches, temples or shrines, rest homes, schools, medical care facilities, lodges, inns, bed and breakfasts; and/or
  - d. Any business or trade, except that an owner or occupant residing on the Property may conduct business activities within a dwelling on the Property as long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling unit; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Property by clients, customers, suppliers, or other business invitees; (iv) the business activity does not involve any service or delivery business in which more than one vehicle used in such business would be parked overnight on the Property, or for which any parts, equipment, supplies, raw materials, components or tools are stored on the Property; and (v) the business activity is consistent with the residential character of the Property and does not constitute an unreasonable disturbance to adjoining land owners or others, a nuisance or a hazardous or offense use. The foregoing shall not preclude occasional garage sales, moving sales, rummage sales, or similar activities provided that such activities are not held on the Property more than once in any six-month period. The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on any ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required. The leasing of the Property for single-family residential use shall not be considered a business or trade within the meaning of this subsection.
4. Prohibited Conditions. None of the following structures or improvements may be located upon the Property:
- a. Structures, equipment, or other items which are visible from any road or adjacent property which have become rusty, dilapidated, or otherwise fallen into disrepair;
  - b. Towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind which are located outside of the dwelling on the Property other than (i) a customary antenna, which shall not extend more than ten feet (10') above the top roof ridge of the dwelling; and (ii) a satellite disk or dish no larger than eighteen inches (18") in diameter;
  - c. Any free-standing transmission or receiving towers or any non-standard television antennae; and/or
  - d. Chain-link fences.

5. Quality Craftsmanship/Dwelling Size. All buildings and outbuildings erected upon the Property shall be built on site of new materials of good grade, quality and appearance and shall be constructed in a good, workmanlike manner, conforming to all applicable building codes. Further, all dwellings must meet the following construction requirements:
- a. All of the dwellings shall be "chalet" style, with the Lower Level (basement) unfinished, consisting of approximately 936 square feet. The Main Level shall consist of approximately 936 heated living area square feet, and the Upper Level shall consist of approximately 265 heated living area square feet;
  - b. The color of each dwelling shall be chosen by the builder, and the color cannot be changed. The color code for each dwelling will be indicated on the contract and will be supplied to the architectural committee;
  - c. Roofs shall have not less than a 6 inch (6") pitch, and not less than 12 inch (12") overhang, and shall be covered with asphalt or fiberglass shingles, terra cotta tile, real or man-made slate, copper sheathing or wood shingles or pre-painted metal roofing;
  - d. All dwellings shall be completely supported with solid brick, brick or stone covered block, or stucco covered foundation;
  - e. The exterior surfaces of all dwellings shall be covered only with hard stucco (synthetic stucco is not permitted), wood or wood siding consisting of wood composite or vinyl material, provided that any horizontal siding must be completely supported to maintain a straight and even outer surface and must be fully & properly finished;
  - f. Exteriors of all dwellings and accessory structures must be commenced immediately upon the purchase of the lot and must be completed within one (1) year after the commencement of construction, and a certificate of occupancy issued within two (2) years after commencement of construction; and
  - g. The Lower Level (basement) area cannot be completed by the Builder until after the certificate of occupancy has been issued.

As used herein, "heated living area" excludes basement areas (defined as any level in which at least one perimeter wall is below, or partially below, grade), unless such basement areas have two or more perimeter walls above surrounding grade, and such basement areas are fully heated and air-conditioned and constructed to a quality equal to the above-grade levels of the dwelling. In addition, heated living area excludes vaulted ceiling areas, attics, unheated porches, attached

or detached garages, portecocheres, and unheated storage areas, decks and patios. The term "story" shall mean a finished horizontal division of heated living area extending from the floor of such division to the ceiling above it. The term "half story" shall mean a story which contains fifty percent (50%) or less heated living area than the story in the house containing the most heated living area.

6. Permitted Accessory Structures. No buildings, structures or improvements of any kind may be located on the Property other than one (1) detached, single-family, two (2) bedroom, residential home, and the following permitted accessory structures:
  - a. Storage and shop outbuildings, including detached garages, workshops, storage and utility buildings, greenhouses and similar buildings, not exceeding fourteen feet (14') in height. The total square footage contained within all such outbuildings combined shall not exceed two thousand square feet (2,000). All outbuildings shall be permanently affixed to the Property and shall be covered with the approved exterior materials described in Section 5 (e) above. Further, no outbuildings shall be located wholly or partially within any buffer Area.
  - b. Recreational structures, including decking, gazebos, covered patios, playhouses, barbecue pits and similar structures. The total square footage contained within such structures when combined shall not exceed one thousand square feet (1,000) in area. Further, no such structure shall be located wholly or partially within any buffer area.
  - c. To the extent permitted at the time of construction and installation by Duke Energy Corporation (or its successor, with respect to ownership and/or management authority over the Lake, if applicable) ("Duke Energy") and all applicable governmental authorities, waterfront structures, including fixed piers, boat slips or floats, covered docks, boat ramps, decking and sitting areas attached to piers, walkways and other structures. Developer acknowledges that policies, laws and regulations regarding its ability to construct or install such structures may change from time to time before or after Developer's acquisition of the Property, and Developer makes no representation or warranty as to the Developer's ability to construct or install such structures either now or in the future. Such structures may be located wholly or partially within the buffer area provided no more than a total of two hundred square feet (200) of such structures shall be located within the buffer area.
7. Buffer Area Restrictions. The term "buffer area" is defined by Oconee County, and the Property shall be subject to local, state, and federal regulations, if any, in regard to the buffer area.
8. No Claims. No owner of the Property or of any Benefited Property (defined below) shall have any claim or cause of action against Grantor or its affiliates arising out of the exercise, or non-exercise, or enforcement or failure to enforce, or the amendment, release or grant of variance with respect to any covenant, condition, restriction, easement or other right reserved hereunder or referred to herein.

9. No Delay. No delay or failure on the part of Grantor to invoke any available remedy with respect to a violation of any restriction contained herein shall be held to be a waiver by Grantor of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.
  
10. Homeowner's Association. The Battery on Keowee Homeowner's Association (the "Association") will be formed and owned by the individual lot owners of the subdivision and will be controlled by the By-Laws of the Association at the time the last unit in the Development is provided with a certificate of occupancy. The Developer will convey, subject to the uses and limitations as contained in such property as the Developer may deem to be for the common use of the property owners in said subdivision, including any streets, which will be classified private. Purchase of a lot in the subdivision entitles the purchaser to share in the Association. Each lot owner's share in the Association shall be non-assignable and transferable only with the conveyance of each lot from time to time. Membership is not optional and runs with the land. Upon the issuance of a certificate of occupancy of the last built Unit within the Development, the Developer's interest in the Association will automatically vest in the new owners of the lots. All requirements and responsibilities of the Developer shall be assigned to The Battery on Keowee Homeowner's Association once ownership of the Association vests in the new owners.

Upon the issuance of a certificate of occupancy of the last-built Unit within the Development, each owner shall be entitled to one (1) vote per lot in said Association for each and every lot owned, including the Developer. Membership shall be appurtenant to and may not be separated from ownership of the property. In the event of joint ownership of lots, the joint owners will be entitled to one (1) vote per lot as determined between or among them, and if an agreement cannot be reached by the joint owners at the time of the annual meeting of the Association, then the vote shall not be counted.

There shall be an annual membership fee of Seven Hundred Twenty and no/100 (\$720.00) Dollars per year paid by Owner to the Association and collected upon the issuance of the occupancy permit. Such fee shall be prorated during the first year and if ownership changes. The Developer shall be exempt from said membership fee. Each year thereafter, the annual membership fee shall be paid on or before January 15 of the year in which the fee is due. This fee shall be paid to The Battery on Keowee Homeowner's Association. The monthly membership fee shall be used to maintain any common areas, private roads, street lights, and for any other matters which the Association should deem expedient for the safety, comfort, welfare and enjoyment of the owners of the lots in the subdivision. The monthly assessment does not include homeowners insurance, property taxes, or water and utility fees. Each lot owner shall be responsible for maintaining homeowners insurance, paying their property taxes in a timely manner, and paying water and utility fees.



The Association shall have the right to determine the amount of funds necessary on a monthly basis to maintain the common areas and to levy a monthly, and if necessary, an annual assessment or dues on each lot owner, exclusive of the Developer, which shall be exempted as to lots owned by it, as more fully provided in the By-Laws of the Association. The charges, assessments, or dues levied by the Association as hereinabove provided shall be paid to it on or before the final date fixed by resolution of the Board of Directors. Written notice of the charge and date of payment shall be sent to each owner at the address last given by the owner to the Association.

If any charges levied against any lot shall not be paid when due, such charges shall become a lien upon said lot, subject only to matters of record on such due date and shall remain a lien until paid in full. The Board of Directors may direct that such action be instituted either at law or in equity for the collection of such assessments or charges, including interest, costs of collection and attorney's fees as they deem appropriate. The sale or transfer of any lot shall not affect any lien for charges provided for herein. Upon request, the Association shall furnish a statement certifying that the charges against a specified lot have been paid or that certain charges remain unpaid as the case may be. In any event, the Association shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership by any member unless and until all the assessments and charges due it are paid.

- 11. Docks. This property is subject to the specific reservation of the Association to grant such consents or releases which may be required by the adjoining property owners for the construction of docks and/or dock anchoring systems in order to obtain a variance to encroach on or across property lines as they are, or may be projected by Duke Energy, Lake Management Division, pursuant to its Shoreline Management Guidelines.
- 12. Subdivided Lot. No lot or lots shall be subdivided or altered so as to face in any direction other than is shown on the subdivision plat except by prior written consent of the Developer.
- 13. Modifications of Development. The Developer of The Battery on Keowee, The Declarant, hereby reserve unto itself, its heirs, successors and assigns the right to modify or amend these restrictions in any or all particulars as deemed necessary to maintain the harmony and integrity of the Development.
- 14. Private Roads. The roads in the Development are private and therefore will be maintained by the lot owners of The Battery on Keowee. Each lot owner of the Development abutting such private roadway and/or using such roadway for ingress and egress shall pay a pro-rata share of any maintenance expense. This expense will be calculated or pro-rated and added to the monthly membership fee as determined by the Association.

2009 FEB 17 P 2 53

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS



- 15. Recorded Restrictions: The Property is subject to any and all easements, restrictions, covenants, conditions, rights-of-way, zoning rules and laws and regulations, any of which may be found of record in the ROD Office for Oconee County. The Property is specifically subject to restrictions recorded in Deed Book 852, Page 123, and in Deed Book 975, Page 272, Oconee County records.

Witness my hand and seal this 17 day of FEBRUARY, 2009

WITNESSES

Ken D. Barber  
Patricia Barber

Invest West, LLC

By:

James Charles Nichols, Sr.  
 its sole member

State of South Carolina )  
 )  
 County of GREENVILLE )

ACKNOWLEDGMENT

I, the undersigned Notary Public in and for the State of South Carolina, do hereby certify that James Charles Nichols, Sr., sole member of Invest West, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 17 day of FEBRUARY, 2009

Patricia Barber (SEAL)  
 Notary Public for South Carolina  
 My Commission Expires: 1-20-14

FILED FOR RECORD  
 OCONEE COUNTY, S.C.  
 REGISTER OF DEEDS  
 2009 FEB 17 P 2:53



CONSENT OF UNIT OWNERS

Witness my/our hand and seal this 17 day of FEBRUARY, 2009

WITNESSES

*[Handwritten signature]*  
*[Handwritten signature]*

UNIT #5

*[Handwritten signature]*  
Susan B. Covington

State of South Carolina )  
  )  
County of Greenville     )

ACKNOWLEDGMENT

I, the undersigned Notary Public in and for the State of South Carolina, do hereby certify that Susan B. Covington, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 17 day of FEBRUARY, 2009

*[Handwritten signature]* (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 1-20-14

FILED FOR RECORD  
DORCHESTER COUNTY, S.C.  
REGISTER OF DEEDS  
2009 FEB 17 P 2:53