

ten (10) feet to any side lot line. No dwelling shall be located on any interior nearer than twenty (20) feet of the rear or side lot lines, overhangs included, provided it is first authorized by the Architectural Review Committee; provided, however, that anyone who purchases two contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said dwelling on the common lot line between the two said contiguous lots; however, this shall in no way waive the requirements contained herein concerning rear and side lot lines with respect to said two contiguous lots. "Front Lot Line," as referred to herein, is that part of the lots which faces a paved road, located in Cedar Creek at Keowee Subdivision. It is specifically understood and agreed, however that the property owner of an irregularly shaped lot who wishes to have the above requirements waived because of the shape of such lot may submit to the Architectural Review Committee a plot plan showing an alternative location for a residential structure. Approval of any deviation from the above requirements is vested in the sole discretion of the Architectural Review Committee. The consent to one such deviation shall not operate to demonstrate a consent to any subsequent request for deviation.

4. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. **TEMPORARY STRUCTURES.** No structure of a temporary character such as a trailer, motor home, camper, shack, garage, basement, barn or other outbuilding, shall be used or left on any lot at any time as a residence, either temporarily or permanently; nor will it be permissible to stockpile any form of construction materials or [the parking of] park any equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house. Since Cedar Creek is a lakeside community, boat trailers may be parked on homeowners' lots or specifically designated common areas as an exception to this rule.
6. **CONSTRUCTION.** Any structure must be completed within one (1) year after the initial construction has been commenced. No concrete blocks, cinder blocks or any similar type building materials shall be used in connection with the construction of any building erected upon said lots so that said materials are visible from the exterior of said building. All concrete block must be covered with rock, stacked stone, brick, stucco, or other suitable building material so as to make the cinder blocks invisible.
7. **SIGNS.** Property owners may erect tasteful decorative signs with their lot, name, name for their property, and/or their house number. The Architectural Review Committee shall have the sole discretion to determine whether or not the sign meets the standards of "tasteful" and can require a homeowner to remove any sign that does not meet its standards. Temporary "For Sale" signs will be allowed on each property but must be removed when the property is no longer for sale. The CCPOA may also erect signs informing residents or guests of matters relating to use of the common areas.
8. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised or bred, or kept on any lot; except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Keeping of nuisance or dangerous pets is prohibited.
9. **SEWAGE DISPOSAL.** No property owner's sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Pickens County Health Department or

such other governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such systems, as installed, shall be obtained from such authority. In no event shall such a system be located as to contaminate any stream, pond, or lake.

10. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping grounds for rubbish. Trash, garbage or other waste shall not be kept except in containers approved for sanitary conditions. All garbage cans and containers shall be screened in a manner which is not visible from the paved road. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.
11. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or other shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
12. **PROPANE TANKS.** All propane gas tanks or containers shall be covered, hidden by landscaping, or buried underground so as not to be visible from the paved road in a manner consistent with normal safety and environmental precautions.
13. **TELEVISION ANTENNAS AND SATELLITE DISHES.** No tower for a television antenna or any other antennas shall be erected over twenty (20) feet in height without the express written consent of the Architectural Review Committee. There shall be no satellite dishes over eighteen (18) inches installed in Cedar Creek at Keowee unless they are screened from view of neighbors and the paved road by decorative landscaping.
14. **BOAT DOCKS.** Private floating boat docks are permitted provided they are not used for human habitation. Each boat dock design shall be approved by the Architectural Review Committee and Duke Power. No boat dock shall be permitted to be placed in front of an adjoining lot without first obtaining written permission from the adjoining lot owner, the Architectural Review Committee and Duke Power.
15. **COMMUNITY BOAT DOCKS.** The CCPOA owns and maintains the common area adjacent to and including the community boat docks and grants an exclusive right-to-use boatslip agreement for specific property owners to be used in conjunction with their property. That said exclusive right of use of a boatslip shall be in conjunction with a non-exclusive use along with others in the walkways and other necessary apparatus of the docks. Property owners with a community boat dock agreement and their guests shall not impede the rightful enjoyment of other boat dock users or their guests by participating in any activity which would do so, including but not limited to, leaving trash in the boat dock area, throwing trash into other boats, playing loud music when other parties are present, using foul language, public drunkenness, or tampering with another individual's boat.

16. **CUTTING OF TREES.** No trees over six (6) inches in diameter shall be removed other than those necessary for construction, unless approved by the Architectural Review Committee. Dead trees or trees posing a danger to homes, decks or docks may also be removed as an exception to this rule.
17. **EASEMENTS.** There is a flowage easement in favor of Crescent Land and Timber Company to an elevation of 810 feet mean sea level, USCS datum, on all lots adjoining Lake Keowee (Duke Power Company). There is a drainage and utility easement as follows: (a) a ten (10) foot easement on all front lot lines. (b) a five (5) foot easement on all rear lot lines. (c) a ten (10) foot easement on all side lot lines, five (5) feet on each side of line, where the side lot line is greater than two hundred (200) feet. The twenty (20) foot easement reverts to a ten (10) foot easement at a point two hundred (200) feet from the rear of the lot line. A thirty (30) foot right of way from the center of all roadways and all common areas will be maintained to the extent possible by the CCPOA.
18. **ARCHITECTURAL REVIEW COMMITTEE.** The Architectural Review Committee shall consist of three (3) or more property owners of Cedar Creek. Successor or substitute committee members shall be appointed by the remaining members of the committee. Any approvals granted or actions taken by the Architectural Review Committee shall be by the consensus of at least two-thirds of its members.
19. **ARCHITECTURAL CONTROL.** No building shall be erected or placed on any lot until the construction plans and specifications and a blueprint plan showing the location of such structure have been approved, in writing, by the Architectural Review Committee, as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval by the Architectural Review Committee shall also be contingent upon the payment of any required fees. Approval or disapproval by said Architectural Review Committee shall be given in writing within forty-five (45) days after the Architectural Review Committee has received said plans. In the event the Architectural Review Committee, or their agents, fail to approve or disapprove within forty-five (45) days after the plans and specifications have been submitted to them, or in any event, if no suit to enjoin construction prior to the completion thereof has been instituted, approval will not be required and full compliance with the related covenant will be deemed to have occurred. Written rules approved by the CCPOA shall govern the Architectural Review Committee and will be given to all property owners who indicate they wish to begin construction in the near future.
20. **CEDAR CREEK PROPERTY OWNERS ASSOCIATION.**
 - A. CCPOA has been formed as a non-profit corporation. Every person or entity who is a record owner of a fee or undivided fee interest in any lot in Cedar Creek at Keowee Subdivision, Phase I, II, III and IV, shall be a mandatory member of the Association. All members of the CCPOA shall be governed and controlled by the Articles and By-Laws thereof.
 - B. The CCPOA shall be solely responsible for the exclusive management and control of all common areas and all improvements thereon including roadway right of way and shall keep same in good, clean, attractive, safe and sanitary condition, order and repair.
 - C. Every member of the CCPOA and their designated family members and guests shall have a right and easement of enjoyment in and to the common areas in Cedar Creek at Keowee which shall be appurtenant to and shall pass with title to each lot.

- D. The term “common areas” shall include but not be limited to all roadways, streets and adjacent rights of way within Cedar Creek at Keowee, all recreational facilities, and all water and utility systems providing service to residents therein.
 - E. Each owner of any lot by acceptance of a deed thereto is deemed to covenant and agree to pay to the CCPOA annual general assessment and special assessments for capital improvements. All such assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon such lots and shall be the personal obligation of the owner.
 - F. The annual assessment and any special assessments levied by the CCPOA shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Cedar Creek at Keowee Subdivision and for the improvement, maintenance, repair and operation of all common areas and facilities. Each lot shall be assessed equally except that owners of two contiguous lots upon which a home has been built may be permitted to pay one annual assessment provided that they have legally combined the two lots into one parcel with the home. The owner of three contiguous lots that have been legally combined may be permitted to pay two annual assessments. This provision will not take effect until the first full calendar year after a certificate of occupancy has been issued by Pickens County.
 - G. Special assessments for capital improvements may be levied by the CCPOA to defray the cost of construction, reconstruction, repair or replacement of any improvements upon the common areas providing said assessment shall have the assent of a majority (fifty percent {50% } plus one) of the voting members of the CCPOA. Only members in good standing who are current on all dues and assessments will be permitted to vote.
 - H. Any assessment or architectural review fee or road impact fee not paid within thirty (30) days of the date due may bear interest at the legal rate. The CCPOA may bring an action at law or in equity against the owner personally obligated to pay same or foreclose the lien against the property in the same manner as foreclosure of a mortgage. Since the community boat slips (for which certain property owners have an exclusive right-to-use agreement) are in fact the property of the CCPOA, unpaid dues assessments and boat slip fees may result in repossession of a slip. When unpaid assessments and boat slip fees total \$2,500 or more, the CCPOA may repossess the delinquent lot owner’s slip and sell it to the highest bidder to recover unpaid assessments and fees.
 - I. No owner may waive or otherwise escape liability for assessments provided hereunder by non-use of the common area or abandonment of his or her lot.
21. **TERM.** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
22. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The various restrictive measures and provisions of this instrument are declared to constitute mutual restrictive covenants and servitudes for the protection and benefit of each property owner. Failure by the undersigned or any other person or persons

entitled to do so to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so. Any resident in violation of these covenants having received written notification from the Board of Cedar Creek at Keowee or the Architectural Review Committee of such violations and failing to comply with these Covenants and Restrictions shall lose his or her voting rights on any issue before the membership of the Cedar Creek Property Owners Association until such time as the violations have been corrected.

23. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

24. **AMENDMENT.** Any or all of these covenants and restrictions may be amended at any time prior to their expiration upon the agreement in writing duly acknowledged and recorded by a simple majority of Cedar Creek property owners responding to a written ballot mailed to their last address of record.

Attachment

There being no evidence of the Board of Directors recognizing the revisions to the Covenants and Restrictions as voted on by the membership of CCPOA and recorded with Pickens County, SC in Book of Deeds 0670, Pages 00214 to 00220 on April 26, 2002, the revisions are accepted by Board of Directors this 28th day of August, 2009 as representing the voting results of the membership.

The "official" copy of the Protective Covenants and Restrictions is that recorded in the Pickens County Book of Deeds. If this document differs in any detail from that one, the recorded copy prevails.

**BY-LAWS
OF
CEDAR CREEK PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I
IDENTITY

Section 1. Name. The name of the corporation is Cedar Creek Property Owners' Association, Inc., (hereinafter referred to as the "Association") which was created and exists as a non-profit corporation under the laws of the State of South Carolina.

Section 2. Office of Association. The office of the Association shall be at Cedar Creek Subdivision, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Seal. The Seal of the Association shall bear the words "Cedar Creek Property Owners' Association, Inc." or an appropriate abbreviation thereof.

ARTICLE II
Membership and Voting Provisions

Section 1. Membership. Every Owner shall be a member of the Association.

Section 2. Voting Rights. Every Member shall be entitled to one (1) vote for each Lot he owns. If a single-family residence is constructed on more than one (1) Lot, the Owner shall have one (1) vote for the residence but shall have no additional vote for each other Lot comprising a part of the total consolidated home or building site so long as such lot remains a part of the consolidated site.

When any Property entitling the Owner to membership is owned and recorded in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants-in-common, tenants-in-partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same Property, then a written instrument shall direct who shall cast the vote or votes, and a copy thereof filed with the Secretary of the Association.

Section 3. Members to Have Power of Referendum in Certain Instances. The Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, whether the levy by the

Association of any Special Assessment, and the addition or deletion of functions or services which the Association is authorized to perform. In the event two-thirds (2/3), or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor.

In the event of a dispute as to whether a Referendum is required or if a majority of the Board of Directors call a Referendum, the following action may be taken:

Within thirty (30) days after the adoption by the Directors of any action which is, in the opinion of the Members, subject to a Referendum, a petition signed by not less than twenty-five (25%) percent of the Total Membership of the Association or signed by a majority of the Directors may be filed with the Secretary of the Association requesting that any such action be either repealed or submitted to a vote of the Members, and the Secretary shall thereafter within thirty (30) days send out the referendum to all members.

Section 4. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association.

The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast fifty-one percent (51%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and there shall be a quorum requirement of twenty-five percent (25%) of the total vote of the members of the Association for such second meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this ARTICLE II, Section 4, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the

Association. For the purpose of this section 4, "proper notice" shall be deemed to be given when given to each member no less than ten (10) days prior to the date of the meeting at which any proposed action is to be considered.

Section 5. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing; provided, however, that proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed to the Association.

A proxy must be a Member of the Association.

ARTICLE III MEETING OF MEMBERSHIP

Section 1. Place. All meetings of the Association Membership shall be held at the office of the Association, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of Meeting, and shall be open to all Members.

Section 2. Membership List. At least ten (10) days before every meeting of the Association or election of directors, a complete list of Members of the Association shall be prepared by the Secretary. Such list shall be maintained in the office of the Association for at least ten (10) days prior to any meeting or election and ten (10) days after any meeting or election.

Section 3. Notice of Meeting. Notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized or qualified to call the meeting, by mailing by post with proper postage affixed, or electronic mail (e-mail) with delivery or read receipt requested, a copy of such notice, at least ten (10) days before such meeting to each Member entitled to vote thereat, to the last known postal or e-mail address of the person or entity who appears as the Owner in the Association Records, on the first day of the calendar month in which said notice is mailed. Notice to one (1) of two (2) or more co-owners shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing or by e-mail of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor-

in-title. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Evidence of such notice having been given may consist of an Affidavit of Mailing evidencing that the requisite notice was posted at least ten (10) days prior to such meeting. If an e-mail is not returned as undeliverable it shall be considered as having been received by the addressee.

Section 4. Annual Meetings. The annual meeting shall be held at time set each year by the Board with at least ten (10) days' notice thereof to each Member for the purpose of electing directors and transacting any other business authorized to be transacted by the Members. At the annual meeting, the Members shall elect new Members of the Board of Directors by plurality vote and in accordance with ARTICLE V of these By-Laws, and shall transact such other business as may properly be brought before the meeting.

Section 5. Special Meeting. Special meetings of the Members for any purpose or purposes, unless otherwise proscribed by statute, may be called by the President of the Association and shall be called by the President or Secretary of the Association at the request, in writing, of Members owning twenty-five percent (25%) or more of the total votes of the Members of the Association, which request shall state the purpose or purposes of the proposed meeting.

Section 6. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision in these By-Laws to be taken in connection with any action of the Association, the meeting and vote of Members may be waived if a majority of Members who would have been entitled to vote on this action if such meeting were held, shall consent in writing or by e-mail to such action being taken; however, notice of such action shall be given to all Members unless all Members participated in the approval of such action.

ARTICLE IV DIRECTORS

Section 1. Composition of the Board of Directors.
The Association shall be governed by a Board of Directors consisting of at least five (5) Members.

Section 2. Qualifications of Board Members. All Members of the Board shall be Owners within the Property and their spouses.

Section 3. Selection and Term of Office. The Members of the Board of Directors shall serve for a term of three (3) years; such terms shall run so that no more than forty percent (40%) of Directors have terms that expire each year; and

at each annual meeting the members shall elect Directors to fill the expiring terms for a term of three (3) years.

Section 4. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. A successor may then and there be elected to fill the vacancy thus created. Should the Association fail to elect a successor, the Board of Directors may fill the vacancy in the manner provided in Section 5 below.

Section 5. Vacancies on Directors. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Members of the Board of Directors, though less than a quorum, shall choose a successor or successors, at any regular or special meeting of the Board of Directors. Such replacement member of the Board of Directors shall hold office for the balance of the unexpired term.

Section 6. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. No Director shall continue to serve on the Board of Directors should he be more than thirty (30) days delinquent in the payment as a Member of any assessment against his Lot or boat slip, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 7. 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. The Board may waive dues of Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors by the Members shall be made by a Nominating Committee. Nominations may also be made by petition of not less than forty (40) Members in good standing submitting such nomination in writing to any officer or Director at least twenty-four (24) hours prior to the date and time set for the meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors to serve until the close of the annual meeting and such appointment shall be announced at

each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies to be filled.

Section 2. Election. Election to the Board of Directors shall be by voice vote unless any member presents request a secret written ballot, in which case election shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the By-Laws. The persons receiving the largest number of votes for each category of directorship shall be elected.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held from time to time by resolution of the Board. Although not required, notice of such regular meeting may be given to each Director personally or by mail, telephone or electronic mail at least three (3) days prior to the date of such meeting. All meetings of the Board, including special meetings in accordance with Section 2 below, shall be open to all members. A majority of the board may cancel a meeting if such meeting is deemed unnecessary. Notice of cancellation shall be by mail, telephone or e-mail at least three (3) days prior to the scheduled meeting.

Section 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 members of the Board of Directors, after not less than three (3) days' notice, in writing or e-mail, to all members of the Board of Directors of the time, place and purpose of such meeting.

Section 3. Place of Meetings. Meetings of the Board of Directors shall be held in Pickens County, South Carolina, whenever practical. However, this provision is in no way intended to invalidate in any way whatsoever meetings held somewhere other than Pickens County, South Carolina.

Section 4. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5. Quorum. At all meetings of the Board of Directors, a majority of the Members of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Members of the Board of Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

Section 6. Action Taken without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written or e-mail approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Owners. These powers and duties shall specifically include, but shall not be limited to, the matters hereinafter set forth.

Section 1. Powers. The powers of the Board of Directors shall specifically include, but shall not be limited to the following:

(a) to adopt and publish rules and regulations governing the use of the Common Properties, roads, and facilities located thereon, and the personal conduct of Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) to suspend the voting rights of a Member 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 for such time as may be determined by the Board of Directors after notice to the Member and hearing before the Board of Directors for any infraction of rules and regulations. In the event that a Member is under suspension, his membership is no longer accounted for purposes of determining a quorum;

(c) to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Protective Covenants and Restrictions;

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

(e) to employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) to secure Officers and Directors Liability Insurance covering the Officers and Directors of the Association at the expense of the Association; and

(g) to borrow money to meet financial needs of the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association the proceeds of which loans shall be used by the Association in performing its authorized functions.

Section 2. Duties. The duties of the Board of Directors shall specifically include, but shall not be limited to the following:

(a) to cause to be kept a complete record of all its acts and corporate affairs;

(b) to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) to:

(1) fix the amount of the annual assessment against each property ownership form as defined in the Protective Covenants and Restrictions not later than the first calendar quarter in each year;

(2) send written notice of each assessment to every Owner subject thereto as soon as practicable after the fixing thereof; and

(3) enforce the lien rights against any property for which assessments or costs are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(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. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance on property owned by the Association in the form and amount determined from time to time by the Board;

(f) to cause the Common Properties and roads to be adequately maintained;

(g) to review and amend, if appropriate, the annual budget as prepared with the Treasurer; and

(h) to enforce the Protective Covenants and Restrictions, and Rules and Regulations, and if necessary, bring an action at law or in equity, against the Member to enforce same or recover damages resulting from the violations.

ARTICLE VIII LIABILITY OF THE DIRECTORS

The Members of the Board of Directors, officers, employees, agents, managing agents or management firm (herein collectively referred to as "Agents") shall not be liable to the Owners or the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Agents and its agents or employees against all contractual or tort liability to others arising out of contracts made, actions performed or omissions by the Agents on behalf of the Association unless such contract, action or omission shall have been made in bad faith or contrary to the provisions of the Protective Covenants and Restrictions or of these By-Laws. It is intended that the Agents shall have no personal liability with respect to any contract made, action performed or omission by them on behalf of the Association. It is also intended that the liability of any Member arising out of any contract made, action taken or omission by the Agents or out of the aforesaid

indemnity in favor of the Agents shall be limited to such proportions of the total liability thereunder as his interest in the Common Properties bears to the interests of all Members in the Common Properties. Every agreement made by the Agents is made in the capacity only as an agent for the Members and shall have no personal liability thereunder (except as Members). Moreover, each Member's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Properties bears to the interests of all Members in the Common Properties.

ARTICLE IX
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, each of which shall be a member of the Board of Directors; and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the organization meeting of the Board of Directors following within thirty (30) days after each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year and until their successors are chosen and assume office in their stead unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Appointive Officers. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance or acknowledgement of acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The same person may hold multiple offices, excepting President and Secretary.

Section 8. Duties. The duties of the officers are as follows:

President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Owners and of the Board of Directors, and shall see that orders and resolutions of the Board are carried out. He shall have executive powers and general supervision over the affairs of the Association and other contracts and other written instruments as required by resolution of the Board of Directors. He shall perform all the duties incident to his office or which may be delegated to him from time to time by the Board of Directors.

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 from time to time by the Board of Directors.

Secretary

The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the Members and shall attend and keep the minutes of same. The Secretary shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. He shall perform all the duties incident to his office or which may be delegated to him from time to time by the Board of Directors. Any Director may perform duties of the Secretary when the Secretary is absent.

Treasurer

The Treasurer shall:

(a) have custody of the Association's funds and securities, except the funds payable to any management firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such insured depositories

as may be designated from time to time by the Board of Directors;

(b) disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association;

(c) collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors;

(d) give status reports to potential transferees on which reports the transferees may rely;

(e) give an annual review of the Association to be completed in a timely fashion by a qualified financial person selected by the Board of Directors and the results of such review shall be reported to the Board of Directors and the Members;

(f) in conjunction with the Association's Board of Directors, shall prepare an annual budget for consideration, modification, if appropriate, and ultimate approval by the Board of Directors;

(g) the duties of the Treasurer may be performed by any Director when the Treasurer is absent;

(h) perform all the duties incident to his office or which may be delegated to him from time to time by the Board of Directors.

(i) The duties of the Treasurer or Secretary may be fulfilled by a management firm employed by the Association, in which event such management firm shall have custody of the books of the Association.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Protective Covenants and Restrictions, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principle office of the Association, where copies may be purchased at reasonable costs.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Protective Covenants and Restrictions, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Assessments for community boat slips shall be levied upon and payable by each member holding a deed for a slip. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge of one and one-half percent (1½%) of the delinquent payment amount per month from the due date until paid, or such other amount as set by the Board of Directors from time to time, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs of collection, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of this property by which he is entitled to membership.

ARTICLE XII
COMMITTEES

The Board of Directors shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors may designate one or more committees which, to the extent provided in the resolution designating said committee, shall have such powers as determined by the Board in the management of affairs and business of the committee. Any such committee shall consist of at least three (3) Members. The Board of Directors when appointing the committee shall designate the chairman of the committee. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

ARTICLE XIII
FISCAL YEAR

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

ARTICLE XIV
INDEMNIFICATIONS

The Association and Owners shall indemnify every Director and every officer, his heirs, executors, and administrators, against all losses, costs and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XV
PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Protective Covenants and Restrictions or these By-Laws.

ARTICLE XVI
AMENDMENTS

Section 1. The By-Laws may be amended at a regular or special meeting of the Members by three-fourths (3/4) of the vote at a duly called meeting at which a quorum exists as provided in Section 4 of ARTICLE II hereof.

Section 2. The By-laws may be amended by referendum as provided in Section 3 of Article II hereof.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, The Articles shall control; and in the case of any conflict between the Protective Covenants and Restrictions and these By-Laws, the Protective Covenants and Restrictions shall control.

ARTICLE XVII
Gender

All references to gender in these By-Laws shall be inclusive of all genders, and all references to the singular shall include the plural, and vice versa, wherever appropriate in context.

Revisions accepted by Board of Directors this 21st day of May, 2009 as representing the voting results of the membership. Detailed results are recorded in official minutes of the Board of Directors Meeting of May 21, 2009.

RULES OF THE ARCHITECTURAL REVIEW COMMITTEE
CEDAR CREEK AT KEOWEE SUBDIVISION

All plans for new home construction shall be submitted to the Architectural Review Committee (hereinafter referred to as "ARC") before any construction begins, including tree removal, grading, or any other activity pertaining to construction. Plans for review should meet the following requirements:

1. New Construction Submissions.

A. Two complete sets of blueprints are to be submitted (an electronic copy may be substituted). One copy shall be retained in the records of the ARC. The other copy shall be returned to the property owner and marked either "approved" or "disapproved."

B. One copy of the site plan showing minimum setbacks and proposed building site for the structure (or structures) shall be submitted.

C. One set of the building specifications including identification of the type of exterior materials to be used as well as their colors shall be submitted.

D. The names, addresses and phone numbers of the owner and his builder or general contractor shall be supplied to the ARC.

E. A check for \$3,200 made payable to CCPOA (Cedar Creek Property Owners Association) should accompany all plans.

F. Signed copy of these rules, check list and penalties.

2. Fees.

A. A \$200 review fee and a \$3,000 road impact fee shall be submitted with the blueprint and site plan to the ARC. These fees must be paid prior to the issuance of approval permits.

B. A water system fee of \$3000 will be due and payable to CCPOA before any water is turned on at the home site. This includes a water tap fee in the amount of \$750 and a water system assessment fee to cover the cost of connecting to Six Mile Water District.

C. A \$1000 fine will be assessed for any non-compliance with these rules.

3. Building Requirements.

A. Approval permits must be posted on the building site in an area visible from the nearest road.

B. Drainage culverts must be installed immediately when clearing of the lot begins.

C. Gravel, rock or adequate base such as crushed stone aggregate must be on the building site entrance to prevent mud from draining or being carried to the subdivision roads.

D. Any downed trees, visible from the road, should be removed within 90 days.

**BUILDING CONTRACTOR'S CHECK LIST
CEDAR CREEK AT KEOWEE SUBDIVISION**

1. All lot owners or their builders must advise the Architectural Review Committee before beginning lot clearing (other than brushing) or construction.
2. The review and road impact fees must be paid prior to final approval for property owners or builders to begin clearing of trees or building.
3. Building contractors will be held responsible for any damage caused by their workers and subcontractors to the development properties (including the gate).
4. All building sites shall have one port-o-let from the time of grading until a toilet in the home is operable
5. Building materials and storage areas are restricted to the lot on which construction is taking place.
6. Dumping of brush, trash or litter of any kind will not be permitted in the development or the easement from the development to Route 133.
7. The maximum load for concrete trucks will be no greater than seven (7) yards of concrete per load. Contractors will be responsible for spills or washouts on or along the sides of the roads in the development or the entrance easement.
8. A manifest copy for all truckloads of concrete, gravel, block, brick and stone must be presented to the ARC upon completion of the project.

I (we) have read and understand the above rules and checklist.

Owner Signature

Contractor Signature

Printed Name

Printed Name