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BOOK 429 PAGE 80

DECLARATION OF COVENANTS AND RESTRICTIONS FOR TURTLEHEAD AT KEOWEE

THIS DECLARATION made this the 26th day of August, 1985, by TURTLEHEAD DEVELOPMENT CO., INC., a North Carolina corporation, doing business in the State of South Carolina pursuant to a Certificate of Authority to do Business hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described on Exhibit A of this Declaration and desires to create thereon a planned community with private roads, a permanent recreational facility and boat ramp; designs and plans for single family residences, and further to provide for the orderly maintenance and security thereof; and

WHEREAS, the Developer desires to provide for the permanent enhancement of the values, amenities and opportunities in said community and for the maintenance of the property and improvements to be constructed thereon, for the security thereof, and further for the environmentally sound development thereof and desires to subject the property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of owning, maintaining, and administering the common properties, and facilities and administering and enforcing the covenants and restrictions and collecting and dispersing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, the Developer intends to incorporate under the laws of the State of South Carolina, the Turtlehead at Keowee

Recorded this 9 day of Sept
A. D., 1985 in Vol. 429
Page 80 and Certified:
Sallie C. Smith
C.C.O.P.C.S.
Oconee County, S.C.

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OCONEE COUNTY
S.C.
SEP 9 1 55 PM '85
SALLIE C. SMITH
CLERK OF COURT

Homeowners Association, as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described on Exhibit A, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1: "Declaration" shall mean the covenants, conditions and restrictions and all other provisions set forth herein this entire document, as may from time to time be amended.

Section 2: "Association" shall mean and refer to Turtlehead at Keowee Homeowners Association, its successors and assigns.

Section 3: "Developer" shall mean and refer to Turtlehead Development Co., Inc., its successors and assigns.

Section 4: "General Plan of Development" shall mean that plan as publicly distributed which shall represent the total general use of land in the properties, as such may be amended from time to time.

Section 5: "The Properties" shall mean and refer to all property which shall become subject to the Declaration.

Section 6: "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties, which are intended to be devoted to the common use and enjoyment of the members.

Section 7: "Home" shall mean and refer to any portion of the structure situated upon the properties designed and intended for the use and occupancy as a residence by a single family.

Section 8: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the properties with the exception of common area as heretofore defined.

Section 9: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple

title to any real property within the development, but excluding those having such interest merely as security for the performance of an obligation.

Section 10: "Occupant" shall mean and refer to the occupant of a home who shall be either the owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

Section 11: "Parcel" shall mean and refer to all platted subdivisions of one or more lots which are subject to the same supplementary declaration.

Section 12: "Supplementary Declaration" shall mean any declaration of covenants, conditions, and restrictions which may be recorded by the Developer, which contains such complementary provisions for a parcel as are herein required by this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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 more particularly described on Exhibit A.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1: Members. Every person or entity, including the Developer, who is a record owner of a fee or an undivided fee interest in any lot or home subject by covenants of record to assessment by the Association shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Every lessee of a home or of a non-residential space, constructed on any lot, who holds a written lease having an initial term of at least twelve (12) months shall be a member of the Association. All members of the Turtlehead Homeowners Association shall be governed and controlled by the Articles of Incorporation and the by-laws

thereof, including the rules and by-laws relating to voting, quorums and proxies.

Section 2: Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners or occupants of real property within the development and shall be entitled to one (1) vote for each piece of property owned or occupied by them.

Class B: The Class B member shall be the Developer, who shall have one (1) vote.

When more than one person holds interest or interests in any lot, home or unit of non-residential space, the vote for such lot, home or unit of non-residential space shall be exercised as they among themselves determine.

The Class B membership shall cease upon written notice from the Developer to the Association provided that it shall not cease prior to June 1, 1988.

ARTICLE IV

COMMON AREA

Section 1: Obligations of the Association. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive management and control of the common area and all improvements thereon (including furnishings and equipment relating thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2: Members' Easement of Enjoyment. Subject to the provisions herein, every owner shall have a right and easement of enjoyment in and to the common area, including the streets and roads, which shall be appurtenant to and shall pass with the title to every lot and home, and every member shall have a right of enjoyment in the common area. The members' easement granted in this Section shall not cease upon the termination of the restrictive covenants, but shall be perpetual in nature and shall run with the land.

Section 3: Extent of Members' Easement. The members' easement of enjoyment hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules and fees for the use of the common area;

(b) The right of the Association to suspend the right of an owner to use the common areas for any period in which any assessment against his property remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the aforesaid common areas for a period not to exceed sixty (60) days for any other infraction of this Declaration or rules passed by the Association; provided, however, the right of a member to use the streets and roads for ingress and egress between his property and Oconee County Road KE-14 shall in no event be suspended.

(c) The right of the Association to mortgage any or all of the facilities constructed on the commoh area for the purpose of improvements or repairs to Association land or facilities pursuant to approval of the Class B member and of two-thirds (2/3) of the votes of the owners who are voting in person, or by proxy, in a regular meeting of the Association or at a meeting duly called for the purpose; providing the Association shall in no event mortgage the streets and roads within the development.

(d) The right of the Association to dedicate or transfer all or any part of the common area, including streets and roads, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 4: Delegation of Use. Any member may delegate the right of enjoyment to the common area facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association.

Section 5: Damage or Destruction of Common Area by Owner. In the event any common area is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents, or members of his family, such owner does hereby authorize the Association to repair such damaged area; the Association shall repair such damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repair shall become a special assessment upon the lot and/or home of said owner.

Section 6: Title Common Area. The Developer may retain the legal title to the common area or portions thereof until such time as it has completed improvements on the property, but notwithstanding any provision hereto, the Developer hereby covenants that it shall convey the common area or portions thereof to the Association, free and clear of all liens and financial encumbrances not later than the termination of the Class B membership. Members shall have all the rights and obligations proposed by the Declaration with respect to such common area.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each owner of any lot or home by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to such Association the following:

(1) Annual general assessments or charges,

(2) Special assessments for capital improvements,

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and costs of

collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2: General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties and in particular, for the improvement, maintenance, and operation of the common area and facilities. Improvement and operation shall be defined as including the hiring of security and safety personnel, on a full or part-time basis as the Association Board of Directors deems advisable from year to year.

(b) Basis for Assessment. The basis for assessment as established by the Board of Directors of the Association shall be the total projected expense for the upcoming calendar year. By January 1, 1986, Developer shall project total cost of operation of the common areas and facilities, together with an account for depreciation of assets and the replacement thereof, and shall establish an annual assessment for that calendar year. All members of the Association will be notified of the amount of the assessment. This assessment will be payable in quarterly installments. No mailing of quarterly bills will be required. Each member of the Association will be required to mail to the Developer, or to the Association, as the case may be, his quarterly payment by the following dates: April 1, July 1, October 1 and December 31. The amount of each payment will be one-fourth (1/4) of the total assessment projected for the individual Association members. The Developer, or the Association, as the case may be, may add to any individual assessment those special assessments for capital improvements called for hereafter, as well as damage and use assessment. The Developer, or the Association, may bill special assessments at any time during the calendar year. Special assessments, or damage or use assessments, shall be due within fifteen (15) days

of their receipt by Association member. Mailing shall be deemed complete ten (10) days after deposit into the regular United States mail a bill addressed to the Association member at the address given by that member to the Association. In no event shall the general assessment exceed twenty percent (20 %) of the previous year's general assessment without the approval of two-thirds (2/3) of the then existing Association members at a meeting called for that purpose. The general assessment may include but shall not be limited to such amounts as are necessary to maintain the community water system, roads and paving, landscaped areas, signs, clubhouse, swimming pool, labor and security personnel, tennis courts, parking lots and boat ramps. The general assessment shall include all real property and personal property taxes assessed on the common lands or materials, and increases in taxes shall not be computed in the twenty percent (20 %) limitation of the budget established above. The Association, or the Developer, as the case may be, shall attempt to notify all Association members of the amount of the general assessment by January 30th of each calendar year; however, the failure to do so shall not waive any member's obligation to pay his portion of the assessment. Having determined the total general assessment for the subdivision, each lot owner (or Association member) shall bear his prorata portion of that cost. This prorata portion is based upon the 48 existing lots. In the event that Developer should subsequently add property to this original number, the assessment proration shall be reduced according to the total number of lots existing after the addition. In the event that Developer adds adjoining lots accessed by subdivision roads, which do not have use of the other facilities, in that event, Developer reserves the right to require said lot owners to contribute only to the portion of the assessment which is represented by road maintenance cost and landscaping within the rights of way.

(c) Method of Assessment. By vote of two-thirds (2/3) of the Directors, the Board shall fix the annual assessments upon

the basis provided above; provided, however, the annual assessment shall be sufficient to meet the obligations imposed by the Declaration. Notwithstanding the provisions of (b) above, the Board shall have the rights established hereafter. The Board may set the dates such assessment shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default and the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full. As established above, the initial collection of assessments shall be due on a quarterly basis until otherwise changed by the Board.

Section 3: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area including fixtures and personal property related thereto, providing that any such assessment shall have the assent of the Class B member and of two-thirds (2/3) of the vote of the members who are voting in person or by proxy at a special meeting duly called for that purpose. The Board may create a special assessment which shall apply only to owners of interior lots, which special assessment shall be used specifically for the purpose of maintaining, repairing and if necessary replacing, the common dock shared by the interior lot owners.

Section 4: Date of Commencement of Annual Assessments. The annual assessments provided for herein shall not commence until the utilities are installed, the roads and streets completed, and ammenities constructed and the same are deeded to the Associatoin with respect to assessable property. The initial quarterly collection of assessments on any assessable property shall be collected at the time of purchase of the property by an individual owner. If property is purchased in the middly of a

quarter, said assessment shall be prorated to the end of the quarter.

Section 5: Effect of Non-Payment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date may, upon resolution of the Board, bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate charged on a "open account" set by the Board for each assessment period. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property in the same manner as foreclosure of a mortgage upon the giving of thirty (30) days' written notice to the owner at his last known address and upon filing a lis pendens in the Clerk of Court's office for Oconee County, South Carolina. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 6: Subordination of a lien to Mortgages. The lien of the assessments provided for herein are hereby subordinate to the lien of any mortgage representing a lien on said property without necessity of recording any separate document. Sale or transfer of any lots shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot of liability from any assessment thereafter becoming due or from the lien thereof.

Section 7: Exempt property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein; (1) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) All common areas. Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from such assessments, charges or liens.

Section 8: Annual budget. By two-thirds (2/3) vote of directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all supplementary declarations shall be met.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1: The Architectural Review Board. An architectural review board consisting of three or more persons shall be appointed by the Class B member. At such time as the Class B membership expires, the Board shall be appointed by the Board of Directors.

Section 2: Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the properties and of the improvements thereon including the cutting of trees and underbrush, and including grading, in such a manner as to preserve and enhance values in a harmonious relationship among the structures and natural vegetation and topography.

Section 3: Additions. No improvements, alterations, repairs, changes of paint colors, excavations, changes in grade, cutting of trees or underbrush or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the dates such property was first conveyed in fee by the Developer to an owner, shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, dock, residence, or other structure shall be erected, maintained, or improved, altered, made or done without the prior written approval of the Architectural Review Board.

Section 4: Procedures. In the event the Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures,

approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors who may reverse or modify such decision by two-thirds (2/3) vote of the Directors.

ARTICLE VII

USE OF PROPERTY

Section 1: Protective covenants.

(a) All lots within Turtlehead at Keowee shall be used solely for residential purposes and said lots shall not be used for any business or commercial activity. Commercial activity shall not include lease of single family residences for residential use for single time periods not in excess of one year. No commercial structure of any type will be placed upon or constructed in the subdivision. Nothing herein shall be deemed to prevent the owner from leasing a home to a single family, subject to all provisions of the Declaration. Further, nothing herein shall be deemed to prevent the Developer from installing and using a residential lot as a site for a water tower or tanks to serve the property, for common parking lots or boat storage, prior to such lot being sold to an owner. In addition to the residences called for above, landowners may construct outbuildings which are used for the storage of recreational equipment or which are used for recreational purposes. These outbuildings must be asthetically similar to the residence which are ultimately constructed on the lot. These outbuildings must be approved as to style and method of construction, as well as to location, by the Architectural Review Board or by the Developer. In no instance shall the outbuildings be used for residential purposes.

(b) No building shall be erected, altered, placed or permitted to remain on any lot other than one detached one-family dwelling and private garages for the automobiles and recreational equipment of those occupying said dwelling. No building shall have exposed cement or cinder block on the exterior, except that

block foundations may be stuccoed in an attractive fashion. No building shall be built where the siding shall consist of asbestos shingles, nor shall there be any metal roofing on any structure except soldered copper. There shall be absolutely no prefabricated buildings placed upon any of the property within the subdivision, except prefabricated components of dwellings such as window units, door units, roof trusses, cabinet units, etc. which shall be permitted, in the discretion of the Architectural Review Board. All siding on any house in the subdivision shall be of wood or of an approved wood simulating material, or siding of masonry may be allowed in the sole and absolute discretion of the Architectural Review Board and all masonry siding must be approved by color, style and method of laying. Construction of boathouses and docks shall be subject to the limitations provided for hereafter. The restrictions on prefabricated components, square footage, and other quality construction standards established in this paragraph shall not apply to boathouses and docks except as the Architectural Review Board may determine to be appropriate under the provisions established hereafter for boathouses and docks.

c. The livable finished and heated floor area of one story houses shall not be less than one thousand two hundred (1,200) square feet. Two story and split level residences shall have livable finished and heated floor area of at least one thousand six hundred (1,600) square feet. Unfinished basements, attic space, other storage space, garages, porches or any area not enclosed by the main structure shall not be considered floor space. No residence constructed shall exceed two and one-half (2 1/2) stories in height. In any residence having two and one-half stories, the top story floor space shall not be considered in meeting the minimum heated floor area requirements of these restrictions. Finished basements shall not be considered as a floor in a two and one-half (2 1/2) story house.

d. No residence shall be constructed on any lot of less surface square footage than the minimum amount required at

the time of these covenants by the Oconee County Health Department for installation of a septic tank. No lot shall be divided without the express written permission of the Developer, or Developer's successors and assigns. In no event shall any subdivision be made where the resulting parcel size is less than 25,000 square feet of land.

c. In the event property owned by one property owner shall consist of more than one contiguous lot, his lot lines, for purposes of these restrictions, shall be the outside perimeter of the entire contiguous tract owned by that property owner. However, for purposes of these restrictions and the setback distances contained herein, should any residence be constructed on contiguous lots, and also cross the original dividing line between said lots, or otherwise be within the original setback distances from said dividing line as they apply to a single lot, then the contiguous lots shall be treated as an individual lot and may not thereafter be divided without the specific written permission of Developer or Developer's heirs or assigns. The joining of any number of lots shall not reduce the owner's obligation for paying of assessments as provided for herein according to the original number of lots subject to the covenants.

d. The building line of any dwelling house, or other buildings constructed on any of the subdivision lots, shall be 20 feet or more from the edge of the street right of way on which the dwelling house fronts, and not less than 10 feet from either sideline, nor less than 20 feet from the rear line, and not less than 25 feet from the street line of a side street, if the property is on a corner. In the event that the rear line of any lot consists of lake property, then no dwelling house shall be constructed below the 815 foot contour level and if the house is constructed within fifty (50) feet of the 804 contour measured on the horizonal plane, then approval must first be obtained from Developer and all applicable public authorities.

In those instances where the above setback distances are exceeded by those established by any governmental zoning authority, the setback distances shall increase to the zoning authority's distances at the time of construction unless the owner acquires permission for variance from the zoning body or appropriate board of review. In no instance will buildings be allowed closer to property lines than the above noted distances, even if the zoning ordinance permits lesser distances, unless permission is granted by Developer as provided for herein.

e. No swimming pools may be erected on any lot in the subdivision without the specific prior approval of Developer and the South Carolina Department of Health and Environmental Control as to all aspects of construction, maintenance, security and architectural design.

f. No fence, wall or other barrier shall be erected within the set back distances that has a height of more than three (3) feet, excluding columns or posts, and shall in any case be of an ornamental nature. No fences of the type and kind described and known as "chain link" fences may be constructed, nor permitted to remain, on any lot within this subdivision. All fences erected must be approved by Developer or the Architectural Review Board prior to installation.

g. No clothes lines may be erected which are visable from the ground floor of adjacent dwellings or from any roadway or driveway within the subdivision.

h. No sign of any kind shall be displayed for the public view on any lot except signs indicating that the property is "For Sale" or "For Rent", or identifying the name and address of the residents of said property. No sign advertising the property shall exceed four (4) square feet in area. No sign identifying the residents shall exceed one (1) square foot in area. Developer shall be excepted from this restriction until such time as Developer has conveyed all of the lots within the subdivision.

i. Each owner of an improved lot shall provide recepticals for trash and garbage in a screened area not generally visable from adjacent property or from the subdivision roads. No trash may be piled on the lawn, street or gutter areas and allowed to remain more than 12 hours before pickup.

j. No animals, livestock or poultry of any kind shall be raised, kept, or bred 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. Free roaming pets doing any damage to any property may be restricted or banned by Developer or the Homeowners Association.

k. Developer and the Homeowners Association shall have a perpetual easement on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line or in the case of a rounded property corner, from the intersection of the street property line, for the purpose of removing vegetation which obstructs sight elevations between two and six feet above the roadways. This provision is intended and shall be interpreted as providing for a line of sight easement to allow safe travel over roads within the subdivision.

l. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No unsanitary conditions prejudicial to the public health shall be permitted. All sewage shall be disposed of by septic tanks approved by the State Board of Health until such time as a regular sewage system becomes available. No waste of any description shall be drained, dumped or disposed of in any way into open ditches or water courses. No lot or any portion thereof, shall be used or maintained as a dumping ground for rubbish. No waste of any kind shall be disposed of into Lake Keowee. No trash or debris shall be allowed in or placed in Lake Keowee.

m. No building of any kind or structure shall be moved from any other place onto any of the subdivision lots or from one lot onto another within the subdivision, without the specific prior written consent of the Developer.

n. All driveways shall have culverts at the intersection to streets and shall be installed to the specifications of the Oconee County Road Authority, and to the grade of the drainage ditch. All driveway culverts shall have stone, brick or masonry headwalls at each end; and all driveways shall be paved with a minimum of four (4) inches rock and one (1) inch of hot-mix asphalt, or, in the alternative, four (4) inches of concrete. Every home constructed on any lot shall have off street parking for at least two standard passenger automobiles. All other parking on any lot shall be done in the drive or in the common parking areas and not along the sides of subdivision roads. Homeowners shall install curbs, gutters and driveway facilities necessary for the safe and environmentally sound redirection of surface water. In no event shall the drainage facility divert surface water onto an adjoining lot contrary to the surface water's original flow. The driveway paving called for herein shall not be required unto for (12) months from the date of first grading of said driveway.

o. All outside construction work, grading and cleanup of unused materials shall be completed within a period of one (1) year from the date of the commencement of construction of any structure. Developer retains and reserves unto himself the right to require any landowner, in the course of construction or otherwise, to take reasonable measures to prevent undue erosion of the lot surface, siltation of streams, ditches or Lake Keowee, and further to repair any damage done to roadways, culverts or ditches as the direct or proximate result of construction or other actions by the lot owner or lot owner's agent. In the event lot owner refuses to comply with Developer's request as to erosion control or damage correction, upon seven (7) days written notice to the lot owner, the Developer may have the erosion or

damage corrected and shall bill the costs directly to the lot owner. In the event that the lot owner fails to pay the billable costs, Developer shall have a cause of action against the lot owner in the amount of said costs plus reasonable attorney's fees. This assessment shall be a continuing lien and shall be enforceable by the Homeowners Association or by Developer in the manner provided for above as to enforcement of periodic assessments.

p. In addition to the road rights of way provided for hereafter, easements five (5) feet wide are reserved along the side lot lines and ten (10) feet wide along the rear lot lines, and ten (10) feet wide along the edge of rights of way of streets or roads, for the installation and maintenance of telephone lines, electric lines, gas lines, water lines, and other public utilities, and for the maintenance of the same. This easement shall include and extend to the installation and maintenance of drainage facilities. Provided, however, that where two (2) or more adjoining lots are owned by the same person or persons, and such adjoining lots are treated as a contiguous tract for purposes of construction of a single one-family dwelling, no such easements shall be reserved along the interior lot lines.

q. No travel trailers, campers, portable "camping equipment" or motor homes shall be kept on any lot except within an enclosed garage or behind a totally screened area, and must not be left visable from the adjacent property. No mobile homes are allowed at all in the subdivision. Boats may be stored on vacant lots by owners prior to construction of a principal residence if they are not visible from adjoining residences. Boats may be stored after construction in a screened area.

r. Landowners constructing docks or boathouses on Lake Keowee shall be required to first obtain architectural approval of these structures from the Architectural Review Board. Such docks and boathouses shall not obstruct navigation on Lake Keowee. Such docks and boathouses shall be constructed out of attractive timber and shall have wood siding or a synthetic

siding that simulates wood in a manner approved by the Architectural Review Board. All subsequent owners, by acceptance of their deed, acknowledge that a legitimate purpose of this control is to preserve and enhance the natural forested environment of Turtlehead. As to Lot Numbers 13, 14, 15 and 49, due to the narrowness of the lake at that point, location of docks and boathouses shall be subject to size and placement limitations in the sole discretion of Developer or the Homeowners Association. Further, no docks or boathouses shall be constructed within ten (10) feet of the side lot lines extended into the lake except as permitted by Developer. The construction of boathouses and docks on lands immediately adjacent to any lot which are not owned by the landowner (for instance lands owned by Duke Power Company or Crescent Land and Timber Co.) shall still be governed by these regulations and the landowner by the acceptance of his deed extends these regulations to any construction by him on said adjacent lands. There shall be a "no wake" zone for boats in three specific areas, which areas all subsequent owners agree to respect. "No wake" shall be defined as provided for in the boating law established by the South Carolina Department of Wildlife. These areas are as follows:

(1) Lying to the west of a straight line drawn from the southwesternmost corner of Lot 10 to the northeasternmost corner of Lot 17.

(2) Lying in the entire cove occupied by common dock facilities and within 200 feet of the boat ramp in any direction.

(3) An area extending 50 feet into Lake Keowee from the shore around the entire perimeter of the subdivision. "Shore" shall be defined as the 796 foot contour interval. Further, all landowners agree to abide by all rules and regulations for boating established by the State of South Carolina, Oconee County or any other applicable governing authorities.

s. The Homeowners Association shall have the authority to establish the rules and regulations for operation and use of the swimming pool, tennis courts, club house, common docking facilities, parking area and all other common areas. However, notwithstanding any such regulation, the following minimal rules shall apply to the swimming pool:

(1) No glass containers of any type shall be allowed within the swimming pool area, which area shall be defined as that area within the security fence.

(2) No alcoholic beverages shall be allowed at any time in the swimming pool area while the swimming pool is being utilized for swimming purposes.

(3) All private parties conducted at the swimming pool by any owner or guest of owner, shall be supervised and regulated by a qualified lifeguard.

(4) No pet shall be allowed in the swimming pool area at any time.

(5) No activity shall be allowed within the swimming pool area that violates health regulations established by the South Carolina Department of Health and Environmental control.

The tennis court shall be subject to the following minimal rules:

(1) No glass containers of any type shall be allowed in the tennis court area.

(2) No alcoholic beverages shall be allowed within the tennis court area.

(3) No pets shall be allowed in the tennis court area.

No use of the clubhouse shall be allowed which creates a nuisance to adjoining landowners.

t. In addition to the right of Developer to approve all site plans, house locations and architectural control, the following specific environmental controls shall apply to all lots:

(1) No commercial timbering shall be allowed on any lot.

(2) No timbering shall be allowed on any lot except to gain a homesite and a 35 foot margin around the building premises for yard and driveway. Limited cutting of trees shall be allowed in the discretion of the Architectural Review Board. Trees having a circumference less than eight inches on the stump may be removed by owner. Trees having a circumference of greater than eight inches on the stump shall not be cut without Developer permission.

(3) All landowners shall submit a site plan sketch to the Developer or to the Architectural Review Board showing vegetation in excess of eight inches diameter for preconstruction/clearing approval. In lieu of such a plan, an actual on site inspection may be conducted by a single member of the Architectural Review Board and permission granted upon inspection.

(4) Underbrushing shall be permitted for asthetic purposes or to produce line of sight views of the lake or mountains. In no circumstance shall the underbrush and/or shrubbery removal produce or predispose the ground to erosion. No stumping of underbrush shall be allowed outside of the 35 foot house margin provided for above except as approved by the Architectural Review Board. Underbrushing of laurel bushes shall consist of cutting back to ground level, leaving sufficient base for new growth which can be maintained at a low height.

(5) Prior to the commencement of construction of driveways, residences, or other structures, landowners shall submit to the Architectural Review Board a site plan sketch of the type called for in (3) above. This site plan sketch shall show a plan of surface water

drainage which does not divert surface water from its natural flow onto adjoining property. This site plan shall illustrate the method of landscaping to be utilized by the landowner. Landscaping shall include retaining walls, both as to placement and materials. All changes in grade, terracing and other changes in elevation shall be shown on the sketch. This sketch must be approved by the Architectural Review Board or its representative, before any construction is commenced. Until such time as the Architectural Review Board is established, the Developer shall approve these plans. Construction shall be defined as any of the activities required to be performed to accomplish the changes shown in the sketch.

(6) The intent of these environmental controls as to vegetation, surface water runoff, erosion, or as otherwise stated, are acknowledged by all subsequent landowners as a necesary and proper method of maintaining the forested environment of Turtlehead at Keowee. The Architectural Review Board shall be allowed to apply their own asthetic interpretation to approval of site plans.

(7) No mercury vapor outdoor lights shall be permitted on private residential lots within the subdivision. All outdoor lights on lots must be of an incandescent type.

(8) After an adequate and approved lake wall has been installed on any lot sufficient to control water erosion of the lakeshore, an area not greater than 15 feet in total width may be completely timbered if grass is immediately sewn and maintained on the cleared area in an attractive fashion. All other areas of grass (excluding the 35 foot yard margin) must be approved by Developer.

(9) Those devises currently referred to as television satellite dishes may only be installed in the subdivision if they do not exceed five (5) feet in diameter. All satellite dishes placed on the ground shall have landscaping surrounding them in an attractive fashion. The location of dishes on the ground or on houses must be approved in writing by the Architectural Review Board.

(10) Developer, on behalf of itself and the Association, reserves the right to require any lot owner to construct a lake wall sufficient to prevent erosion of the shoreline of Lake Keowee. This lake wall shall not be required to exceed five (5) feet in heighth. All lake walls required, or installed at the option of lot owners, shall be constructed of rock or a masonry substitute approved by the Architectural Review Board. Asthetic appearance shall be a criteria for this approval and shall rest in the sole discretion of the Architectural Review Board.

u. A security gate shall be installed by Developer at the entrance to the subdivision. The type and placement of said security gate shall be in the sole discretion of Developer. After installation, this security gate shall be maintained by the Homeowners Association as provided for herein. This security gate may not be removed except by an affirmative vote of two-thirds (2/3) of the then existing lot owners within the subdivision.

v. The Developer reserves unto themselves, their heirs and assigns, the right to designate common areas and facilities within undeveloped lands of the subdivision as shown on the recorded plat. Developer reserves the sole discretion to determine the plan of development of said common area as to type and method of installation of any facility. Developer further reserves the right to modify lot lines as established on the

recorded plat prior to the sale of those lots for any purpose. Developer reserves the right to grant a variance to any lot owner to change lot lines for any purpose. Developer further reserves the absolute right to utilize existing lands within the subdivision that have not been conveyed for the purpose of accessing additional lands not presently included in the subdivision. Developer further reserves the right to grant use of the common facilities established for the subdivision to future owners of adjoining property. Common facilities shall be defined, for purposes of this paragraph, as including all recreational facilities, water systems, power systems and roads. In the event that any such right is granted to subsequent landowners outside of the subdivision, those landowners shall be required to participate in the Homeowners Association on a pro-rata basis as established herein. Developer reserves for themselves, their heirs and assigns, the right to personally use all common facilities in Turtlehead at Keowee. For purposes of this reservation, "Developer" shall be defined as the initial stockholders of Turtlehead Development Co., Inc..

w. Notwithstanding any other provision herein, Developer reserves unto itself the right to grant permission for the construction of multi-family dwellings on any lot or lots, if the installation of those dwellings does not violate applicable health rules of Oconee County or the State of South Carolina. In no instance shall the density of family units to lots exceed three (3) family units per two (2) lots.

x. By their acceptance of deeds to lots within the subdivision, subject to these restrictions, each and every landowner, their heirs and assigns, quitclaim, grant and otherwise convey unto all other lot owners within the subdivision, any interest or right of use they may have in shoreline fronting on any lot other than the common areas. It is the intention of this restriction that all landowners owning lots on the waterfront shall exclusively enjoy their own individual frontage on Lake Keowee. Each landowner covenants and agrees not

to trespass upon shoreline of Lake Keowee lying in front of any private lake lot without specific permission of that lot owner to do so. For purposes of definition, shoreline is defined as that area lying in the bed of Lake Keowee encompassed between any lot lines extended into the lake. This restriction and covenant shall apply regardless of whether or not that shoreline is below the 804 foot contour interval.

y. No camping is permitted within the subdivision.

z. Developer reserves the right to amend these declarations, in Developer's discretion, for any purpose, for as long as Developer owns a majority of the lots within the subdivision. At all times, Developer reserves the right to grant variances from the set back distances, construction requirements and various limitations provided for herein.

aa. All road rights of way within Turtlehead at Keowee shall be 60 feet in width and shall have as their centerline the centerline of paved roads as constructed within the subdivision. General course of these road rights of way is shown on the recorded plats of Turtlehead at Keowee. All lot lines shall run to the centerline of adjoining roads. Title to all properties within Turtlehead at Keowee is accepted by purchaser subject to the mutual and non-exclusive right of all other owners to utilize the roads. The access road (County Road KE-14) to the perimeter boundary of the subdivision is 66 feet in width. All landowners within the subdivision accept title to this right of way, mutually and non-exclusively with Developer, Developer's successors and assigns.

bb. These restrictions shall exist perpetually and shall be binding upon Developer and all subsequent landowners within Turtlehead at Keowee, their heirs and assigns forever.

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These restrictive covenants made this the 26th day of August, 1985.

TURTLEHEAD DEVELOPMENT CO., INC.

BY: Jon D Bellamy
PRESIDENT

ATTEST:
Wm Alexander, J.
Secretary

IN THE PRESENCE OF:
Beverly S. Hawkins
Witness
Gail P Beal
Witness

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, states that She saw the within named officers sign, seal and as their act and deed deliver the within written instrument for the uses purposes contained therein and that She, together with the other witness subscribed above witnessed the execution thereof.

Beverly S. Hawkins
Witness

Sworn to before me, this the
26th day of August, 1985.
Gail P Beal
Notary Public for
North Carolina
My Commission expires:
June 21, 1986

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STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

On the 26th day of August, 1985, before me personally appeared JOHN D. BELL, to me known, who being by me duly sworn, deposes and says that he is the (Vice) President of Turtlehead Development Co., Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that the said writing was signed by him on behalf of said corporation by its authority duly given. And the said (Assistant) Secretary, W. M. Alexander, Jr., acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, the day and year first above written.

My Commission expires:
June 21, 1986

Gale P Beal
Notary Public