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THESE COVENANTS ARE SUBJECT TO ARBITRATION IN ACCORDANCE WITH
CHAPTER 48, TITLE 15 OF THE SOUTH CAROLINA CODE OF LAWS
AS PROVIDED FOR IN ARTICLE XVII

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESTRICTIVE COVENANTS, CONDITIONS AND EASEMENTS

WILDWOOD AT KEOWEE SUBDIVISION

December 19, 2007

Reference Plat Book B246 at page 445

*Ret:
2500*

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESTRICTIVE COVENANTS, CONDITIONS AND EASEMENTS
WILDWOOD AT KEOWEE SUBDIVISION

ARTICLE I
ESTABLISHMENT OF RESTRICTIVE COVENANTS

These Restrictive Covenants and Easements shall apply to the Subdivision known as Wildwood at Keowee as shown by a Plat by Stephen R. Edwards, PLS #19881, Stephen R. Edwards & Associates, Inc. dated October 2, 2007, filed with the Register of Deeds of Oconee County in Plat Book 6246 at Page 4-5 ("the Plat").

ARTICLE II
DEFINITIONS

1. **Definitions:** The following definitions shall apply to these Restrictive Covenants.
 - a. "Assessment" means the charges made to the Lot Owner(s) to pay for the expenses of the road to the Lot and adjoining lots and any other expense common to the Lot with adjoining lots, including the maintenance of common property, cost of electricity for street lights, if installed, and any other expenses incurred for the maintenance and/or improvement of the subdivision.
 - b. "Association" shall mean Wildwood at Keowee Property Owners Association, Inc.
 - c. "Buffer" is an area bordering Lake Keowee twenty five (25) feet in width along Lots 8, 9, 10, 11, 12, and 13 as shown on the Plat.
 - d. "Common Area or Common Property" shall mean any Lot or area as shown as Common Property or Common Area on the Plat. Any property so designated on the Plat shall be for the benefit and use of all the Lot Owners in the Subdivision, but such designation shall not indicate that such property is dedicated to the public. All such property shall be used in accordance with the rules and regulations of the Developer or Wildwood at Keowee Property Owners Association, Inc.
 - e. "Covenants" shall mean the Restrictive Covenants herein filed with the Oconee County Register of Deeds and all supplementary or amended Covenants that may be filed in accordance with these Covenants from time to time.

- f. "Crescent Covenants" shall mean the "General Restrictions" contained in the deed from Crescent Resources, LLC to Walter W. Medina as filed with Oconee County Register of Deeds in Deed Book 1416 at page 175 which Covenants are applicable only to Lots 8, 9, 10, 11 and 12. See Paragraph 2, Article III.
- g. "Developer" shall mean the same as Declarant and shall mean Wildwood at Keowee, LLC.
- h. "Dwelling" is any structure which is the principal residence or home on the Lot and shall mean house.
- i. "Easement" shall mean a right reserved to the Developer or to other Lot Owners, or to others to use a portion of a Lot or the Subdivision as defined by the Plat and/or these Covenants and/or the deed to a Lot.
- j. "Single Family Dwelling" shall mean a house which is used by one family unit.
- k. "Guest House" is a structure not exceeding 750 square feet of living space, which may be part of a garage, and which shall not be occupied by more than four persons at any one time.
- l. "Lot" shall mean a numbered tract as shown and described by the Plat.
- m. "The Lots" shall mean the numbered Lots 1 thru 22 as shown by the Plat.
- n. "Lot Owner" or "Owner" shall mean any person, corporation, partnership, trust, or other entity that owns a Lot and means any person or entity as defined in this paragraph who has or acquires an interest in a Lot by Deed, including Quit Claim Deed, Tax Deed, Deed by Foreclosure, or acquires by inheritance. Specifically, a person who acquires an interest at a sale of the property for taxes by Oconee County or other governmental agency shall be an "Owner" for all purposes of these covenants.
- o. "Plat" means the plat of the Lots prepared by Stephen R. Edwards, RLS #19881, Stephen R. Edwards & Associates, Inc. dated October 2, 2007, filed with the Oconee County Register of Deeds in Plat Book B244, at Page 145 as set forth above.
- p. "Road" shall mean Acorn Drive as shown on the Plat.
- q. "Subdivision" shall mean Wildwood at Keowee as shown by the Plat.
- r. "Vehicle" when used in describing what may be kept on Lots shall include boats, jet-skies, off-road or all terrain vehicles, and all other objects which are commonly moved from place to place.

**ARTICLE III
PROPERTY SUBJECT TO COVENANTS AND DECLARATION**

1. **Property Subject to Covenants.** The real property which is held, transferred, sold, conveyed and occupied as shown by the Plat, including docks, which may be constructed over the waters of Lake Keowee.



2. **Lots Subject to Crescent Resources, LLC Covenants.** Covenants contained in the deed from Crescent Resources, LLC to Walter W. Medina ("Medina") "General Restrictions" at Deed Book 1416 at page 175, ("Crescent Covenants"), which are incorporated in the deed from Medina to D & T Enterprises, a SC General Partnership filed in Deed Book 1538 at page 251 and in the deed from D & T Enterprises, a General Partnership to Wildwood at Keowee, LLC filed in Deed Book 1639 at page 84 apply to Lots 8, 9, 10, 11 and 12 (west of "old property line") as shown by the Plat, but are not applicable to any other Lot. In the event of a conflict between these Covenants and the Crescent Covenants, the Crescent Covenants shall govern.

**ARTICLE IV
PROPERTY RIGHTS**

1. **Ownership of Road.** By filing the Plat the Declarant has dedicated Acorn Drive to the Property Owners in Wildwood at Keowee Subdivision. Lot Owners have a right to use the Road for ingress and egress to their Lot, however, the Road is NOT dedicated for public use and the Lot Owners may, by majority vote, agree to restrict access to the Subdivision and erect an appropriate access gate.

**ARTICLE V
USE OF LOTS**

1. **Use of Lots - Residential Purposes.** The Lot shall be used for residential purposes only. No structures may be constructed on the Lot except:

- a. One single family Dwelling and amenities;
- b. One detached garage;
- c. One Guest House;
- d. A storage building, not to exceed 200 square feet;
- e. A gazebo; and
- f. A boat dock approved by Duke Energy Corporation and by Developer.

2. **Private Dwellings.** Dwellings constructed on any Lot shall be used only by one family. Nothing in these covenants shall prevent Declarant from using any dwelling as a model or sales office.

3. **Construction Materials and Architectural Compatible.** All Dwellings or other structures constructed on Lots must be of high quality materials and workmanship and must comply with all codes of governmental agencies having jurisdiction over the Subdivision. All structures shall be constructed of the same materials as the Dwelling, except a boat dock. All Dwellings, storage buildings, gazebos, Guest Houses, and other permitted structures must be architecturally compatible.

4. **Trash - Debris.**

- a. **No Dumping of Trash Allowed.** No dumping of trash, oil, paint, brush, or any other material shall be permitted within the Subdivision. Trash, garbage or other waste shall not be kept on any Lot except in approved sanitary containers. All garbage cans and containers shall be screened in such a manner that they are not visible from the paved road. Each Lot

Owner is responsible for their garbage/waste to the county facilities.

- b. **Burning of Brush - Debris.** The burning of brush, garbage or debris shall not be allowed within the Subdivision, provided, that when a Lot is cleared for the construction of a Dwelling, brush may be burned if permitted by governmental authorities having jurisdiction. In no event, however, shall burning of brush be allowed if it shall be dangerous or a nuisance.

5. **Household Pets Allowed.** No animals may be kept on any Lot except not more than two (2) dogs or cats may be kept on any Lot. A dog that barks so as to interfere with the quiet enjoyment of the other Owners shall not be permitted. All dogs must be on a leash when they are off of the Lot of the Owner. The Owner of any Lot shall remove droppings of any animal owned by him from any portion of the Subdivision, except his Lot.

6. **Set Backs.** Developer, or its designee, must approve the location of all dwellings and other structures, specifically approving the set-backs from front, rear, and side-lines. In general, dwellings and structures shall be located on a lot so as to best accommodate the plans of the Lot Owner while making a uniform subdivision.

7. **Foundations.** All foundations shall be concrete masonry units. All concrete block foundations must be veneered with real (not synthetic) brick, stone or stucco. No vinyl or plastic underpinning shall be allowed.

8. **Buffer.** Construction is prohibited in the Buffer area as shown on the Plat, and must be preserved with plants and trees as established by Duke Energy Corporation, Ordinances of Oconee County and the Rules established by the Developer and/or Wildwood at Keowee Property Owners Association, Inc.

9. **Antennas.** No television, radio, or other "antenna" shall be permitted exceeding twenty-four (24") inches in diameter, or an extended antenna on a pole exceeding sixty (60") inches in length nor more than ten (10') feet from the top of the home. No antenna shall be installed unless and until approved by the Developer or its designee. If this paragraph is in violation of Federal or South Carolina Law, then the law shall govern.

10. **Sewage Disposal.** All plumbing, lavatories, and sanitation devices must be indoors. All sewage systems shall be connected to a septic tank or cesspool designed, located and constructed in accordance with the requirements of the South Carolina Department of Health and Environmental Control.

11. **Trailers and Other Vehicles Prohibited.** Travel trailers, recreational vehicles, boats in excess of eighteen (18') feet, boat trailers, trucks (other than pick-ups¹, panel trucks, and vans) buses, and portable camping equipment shall not be kept in the Subdivision more than fourteen (14) days and then only if parked on the Lot Owner's paved parking area. Temporary street parking is permitted for loading and unloading, not to exceed twelve (12) hours.

12. **Parking.** All vehicles shall be parked in garages, carports, or driveways provided on each Lot. No vehicle shall be parked or allowed in or on the roadway for more than eight (8) hours in any one day nor more than twelve (12) hours in any one week. Gravel or dirt driveways or parking areas are not permitted. Any vehicle found to be parked in any roadway exceeding these limits may be towed by the Declarant, or his designee, and any towing charge shall be paid by the owner of the Vehicle.

¹ A truck with large oversized tires shall not be considered to be "pick-up".

13. **No Vehicle Maintenance Allowed.** No automotive or vehicle maintenance or repair may be performed within the Subdivision.

14. **Business Activity Prohibited Except Home Office.** No industry, business, trade, occupation or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the Development, except home offices which are not apparent from the outside. No business may be conducted which causes any appreciable increase in vehicular traffic or parking. No business, trade, or professional signs may be displayed. No manufacturing or industrial business, barber shops, or beauty shops. No Homeowner shall employ agents or employees within the Development.

15. **Time-Sharing Prohibited.** No Lot shall be used for Time-Sharing, as that term is defined by the South Carolina Law and no Dwelling shall be rented for a period of less than six (6) months. A Guest House and a Dwelling may not be rented to different renters at the same time.

16. **Utilities.** All telephone, water, and electrical lines must be underground. All fuel tanks or containers shall be screened from view or buried underground consistent with accepted safety and environmental precautions.

17. **Nuisance Prohibited.** 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. The word "nuisance" shall be liberally interpreted.

18. **No Signs Allowed .** No signs or advertising displays may be placed in the Subdivision, inclusive of advertising for the sale of a home or Lot, except that a single sign, not to exceed twenty-four (24") inches by thirty (30") inches in size is permitted which announces that the Lot or home is for sale.

19. **View Areas.** Developer reserves the right to designate one or more "view areas" that shall be unobstructed views. Lot Owners shall not permit brush, vines, weeds or other vegetation to block the view of any other Lot Owner within such designated view areas. Developer and/or its designee shall have the right to require any Lot Owner to cut and remove any brush, vines, or other vegetation growing in the designated areas. If an Owner shall fail or refuse to comply with the request, the Developer and/or its designee shall have the right to enter upon the offending Lot for the purpose of removing the obstruction and the Owner of the offending Lot shall be liable for all costs of the removal.

20. **Dead or Hazardous Trees.** Dead or hazardous trees shall be removed from any Lot where they would cause damage to an adjoining Lot if they fall. Any Lot Owner shall be responsible for removing any tree which falls on an adjoining Lot.

21. **Maintenance of Lots.** All Lot Owners shall keep his Lot free from weeds, brush or other unsightly growth. Declarant may require any Lot Owner to remove unsightly growth, and in the event the Lot Owner fails to maintain his Lot, the Declarant may remove the growth and charge the Lot Owner for the cost of the maintenance. If the charge is not paid within thirty (30) days, Declarant may file a lien against the Owner's Lot in the same manner as Assessments.

22. **Driveways.** Each Lot Owner shall construct a concrete driveway to be approved by the Declarant or its designee. Each Lot shall have a non exclusive easement over the Subdivision Road for ingress and egress.

23. **Erosion Control.** Lot Owners shall contain and control all silt and soil due to excavation and/or construction. All denuded areas shall be covered with mulch. Gravel and mud

mats shall be installed at construction entrance of each site to retain mud, dirt, and debris from entering the roadway. If mud or debris washes onto pavement, said Lot Owner and/or builder will immediately wash and clean road surface. No Lot Owner shall construct or install any structure, ditch, bern, pipe, or take any other action so as to divert surface water onto any other Lot.

24. **Surface Water.** Developer shall not be held responsible for surface water run-off which naturally occurs from McMahan Road and Ebenezer Road.

ARTICLE VI CONSTRUCTION PROCESS

1. **Requirements for Construction Process.** The Owner of each Lot shall at all times keep contiguous areas to a construction site free from dirt, mud, garbage, trash, or other debris which is occasioned by the construction or improvements on any Lot. Declarant, or its designee, shall supervise any construction site to insure compliance and shall cite any Owner for the violation of this Section. In the event of the violation of this Section and the failure of the Owner to clean any area off the Lot where mud or any other debris has accumulated, Declarant may have such area cleaned or debris removed and charge the Owner with the cost of such removal or cleaning. Any damage to roads, (including the accumulation of mud and/or debris) caused by any Owner or his agent (contractor) during construction or otherwise shall be repaired and if such Owner fails to repair damage caused, the Declarant or the Association shall be empowered to make such repairs and assess the Owner for all costs associated with the repairs.

2. **Storage of Materials.** Declarant may establish rules for the storing of construction materials during construction, including the location of storage.

3. **Approval of Plans.** All building plans, sites, locations, elevations, and specifications for any Dwelling, boat house, Guest House, storage building, gazebo, detached garage, fence of any kind, dock, landscaping, location of plantings which may grow taller than six (6) feet or any other structure must be approved by the Developer, or its designee, prior to construction. Any change or alteration to any structure must be approved by the Developer, or its designee, prior to construction. Approval shall not be unreasonably withheld. All plans submitted must be approved or disapproved in writing within sixty (60) days after submission. Approval by the Developer is valid for one-year. If construction of a Dwelling or structure is not begun within one year, plans must be re-submitted for approval. Developer may vest approval authority in a committee of Lot Owners appointed by it or by the Wildwood at Keowee Property Owners Association, Inc. Declarant may establish rules or standards for minimum square footage of Dwellings and other structures, roof design and other requirements. If such standards are adopted, they shall be enforceable.

4. **Completion of Structure.** Any structure, landscaping or other work which has been started on any Lot must be pursued with reasonable diligence to completion. The exterior of any building must be completed within one (1) year after construction has commenced.

5. **Right to Inspect.** Developer, or its designee, shall have the right, at its election, to enter upon any Lot during the construction, erection, or installation of improvements or alterations, or at any other time to inspect the work being undertaken in order to determine that such work is being performed in conformity with these Covenants, the approved plans and specifications, and in good workmanlike manner, utilizing approved methods and good quality materials.

6. **Completion of Construction.** All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and

no partially completed houses or other improvements shall be permitted to exist on any Lot or Common Property, except as necessary for completion. At the time the plans for any improvement is approved by the Developer or its designee, the Developer shall establish a reasonable time for the completion of the improvement.

7. **Landscaping.** During construction of any Dwelling or other structure, all denuded areas (except the location of Dwelling or structure) shall be stabilized and planted or covered with mulch. Immediately (within thirty (30) days), upon completion of the construction of the Dwelling or other structure, the Lot Owner shall install grass and/or mulch on open areas. In no event shall silt, mud, or debris be permitted to escape the Lot or to flow to Lake Keowee. No structure other than a mailbox shall be erected between Lot boundaries and the street (paving). Lot Owners or the Association shall at all times maintain the area between the road paving and the Lot lines so that weeds and brush shall not be allowed to grow and grass shall be mowed and maintained.

8. **Approval of Builders.** The Developer reserves the right to approve any builder who performs any work within the Subdivision. Before any Owner enters into a contract with a builder for the construction of any home or other structure within the Subdivision, the Owner shall first determine if the Builder is approved by the Developer. Developer may require any proposed Builder to submit proof that such builder is licensed as a Residential Home Builder, has posted a bond as required by law, has sufficient resources to fulfill contracts for the construction of the house and that he follows good practices for the construction of the house.

9. **Surrender of Rights.** Declarant may vest the Wildwood at Keowee Property Owners Association, Inc. with the authority to administer this Article and if this occurs, the Article shall be administered by an Architectural Control Committee consisting of not more than three (3) homeowners in the subdivision appointed by the Board of Directors of Wildwood at Keowee Property Owners Association, Inc.

**ARTICLE VII
EASEMENTS**

1. **Drainage Easement.** A ten (10') feet wide(excluding any road right-of way) drainage easement is reserved along the exterior Lot lines of each Lot. Developer may, but shall not be required to, enter upon the property for the purpose of correcting drainage problems.

2. **Utility Easement.** Easements are reserved for the installation of Utilities within the roadway or within ten (10') feet of any Lot line, (excluding any road right-of-way), provided that any damage to any Lot during installation shall be repaired and the Lot restored.

3. **Easement for Future Road.** Lots 5, 6, and 7 and the Common Natural Area are subject to an easement for a Road which may be developed to provide access to adjacent property which may be subdivided into additional Lots.

**ARTICLE VIII
ASSESSMENTS**

1. **Assessments.** Assessments and Fees shall be due, paid, and collected as follows:

- a. **Assessments for Maintenance of Roads and Other Common Expense:** Each Lot shall be assessed for maintenance of Acorn Drive, street lighting, maintenance of the entrance sign, the common property and such other obligations as may be required for the upkeep of the Subdivision. The fees collected shall be held in a special account established for that purpose.

The initial assessment shall be the sum of Two Hundred (\$200) Dollars collected at the closing of the sale of any Lot.

- b. **Liens and Judgments.** Assessments which are due shall constitute a lien against the Lot for which billed and shall be the personal liability of the Owner of the Lot. Past due assessments shall bear interest at pre-judgment rate as provided by South Carolina Law. Past due assessments may be filed in the Assessments Lien Book kept with the records of Oconee County, but such Assessments shall constitute a lien whether filed or not, provided such Assessment has been established and billed to the Lot Owner. After a lien is filed in the Lien Book, such amount as filed shall bear interest at the rate for judgments in South Carolina. The Developer shall be entitled to recover a judgment against the Lot Owner for the fees and assessment(s), including all costs of collection, including a reasonable attorneys' fee. Such lien established shall run with the land at law.
- c. **Tax Sale.** A sale of a Lot for taxes does not relieve a Lot Owner from any liability for any assessment and the lien established herein against the property continues notwithstanding the sale or disposition of the Lot by the Owners. A person who acquires a Lot or an interest in a Lot by the purchase at a tax sale shall be liable for assessments from the time that he bids on the Lot and the lien shall immediately attach and he shall be liable when the Lot is conveyed to him by deed. A tax sale of property does not relieve the Record Owner of the Lot at the time of the Tax Sale from any personal liability for any assessment and such liability continues until paid.

2. **Lots owned by Developer.** Developer shall not be charged Assessments for Lots which it owns.

**ARTICLE IX
ENFORCEMENT**

1. **Notice to Correct Violation.** The Developer or the Wildwood at Keowee Property Owners Association, Inc. shall notify any Lot Owner who violates any Covenant to correct a violation of the Covenants, particularly any unsightly or unsafe conditions or any condition requiring erosion control and if the Lot Owner fails to correct the condition within ten (10) days, the Developer or the Association shall have the right to enter upon the property, correct the condition, and to charge the Lot Owner for the cost of the correction. Any cost shall constitute and be treated as an Assessment under these Covenants and be a lien against the Lot and shall be a personal debt of the Owner.

2. **Enforcement of Covenants.** The Developer, Wildwood at Keowee, LLC, Wildwood at Keowee Property Owners Association, Inc. or the Owner of any Lot within Wildwood at Keowee Subdivision may enforce these Covenants in law or in equity.

3. **Jurisdiction.** Any action brought by Developer, its assignee, the Association, or any person having standing to bring such action against a Lot Owner for collection of fees, or the enforcement of any lien, or to enforce these Covenants shall be instituted in the Courts of Oconee County, irrespective of the residence or place of business of the Lot Owner against whom any action is brought and such Lot Owner shall be subject to the Jurisdiction of the Courts of Oconee County irrespective of his place of residence or citizenship or principal place of business. In all actions brought pursuant to these Covenants, the law of South Carolina shall govern.

**ARTICLE X
COVENANTS BINDING**

1. **Covenants Binding.** The Covenants shall be binding on the Lot Owner and shall run with the land and shall be enforceable against the Owner(s) of the Lot. These Covenants shall be binding as herein set forth for a period of thirty (30) years after which they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of at least two-thirds (2/3) of the Lots located in Wildwood at Keowee agree in writing to change the Covenants in whole, in part, or to terminate them. Any purchaser of any Lot, by accepting a deed to a Lot agrees to be bound by these Covenants and lack of actual notice of the provisions shall not be a defense to any action brought to enforce the provisions of the Covenants.

2. **Invalidation of Provision.** Invalidation of any provision of these Covenants by a court shall not affect any other provision or Covenants, which shall remain in full force and effect.

**ARTICLE XI
AMENDING COVENANTS**

1. **Amended or Supplementary Covenants.** Until the Developer has sold all the Lots in the Subdivision, it may issue supplementary or amended Covenants to these Restrictions by giving written notice to the Lot Owner(s), providing a copy of the Revised Covenants and filing the amended changes with the Register of Deeds of Oconee County.

2. **Amendment of Covenants.** After Developer has relinquished its rights under Article XIII, or until it has sold all Lots in the Subdivision, the Covenants may be supplemented or amended by a written instrument executed by sixty (60%) percent of the Lot Owners, each Lot having one vote. If the Covenants are amended, the amendment shall be filed with the Register of Deeds of Oconee County stating that an instrument has been executed by a majority of Lot Owners.

**ARTICLE XII
POWERS OF DECLARANT**

1. **Powers of Declarant.** Notwithstanding any other provision of this Declaration, the Declarant shall have the following powers:

- a. To collect all Assessments until the authority to collect Assessments is assigned to the Wildwood at Keowee Property Owners Association, Inc.
- b. To exercise all power to approve construction of any and all buildings, docks, driveways, septic systems, and all other improvements set forth in this Declaration until the authority is assigned to the Wildwood at Keowee Property Owners Association, Inc.
- c. The right to locate docks over the waters of Lake Keowee for each lot, including the right to locate a dock for a Lot (Dominant Lot) within the extended Lot lines of an adjoining Lot (Servient Lot) so a dock can be approved by Duke Energy, and each Lot Owner grants to Developer a limited Power of Attorney to act for him in granting rights to an adjoining Lot Owner (Dominant Lot) to locate a dock within the extended lot lines of the Servient Lot. Such Servient Lot grants to the Dominant Lot a permanent easement for the location of the dock as established by the

Developer.

- d. To make changes or amendments to the Plat, Covenants or Bylaws in order to carry out the general purpose and intent of the overall plan and design, including varying lot lines, set-back lines, easements and other changes.
- e. To appoint all members of the Board of Directors of the Wildwood at Keowee Property Owners Association, Inc. until the authority is surrendered to the Association.
- f. To exercise all powers given to the Declarant or to the Wildwood at Keowee Property Owners Association, Inc. until the authority is assigned to the Association.

**ARTICLE XIII
RIGHTS OF DEVELOPER - RELINQUISHMENT OF RIGHTS**

1. **Relinquishment of Rights.** Developer may, within its sole discretion, relinquish its rights under these Covenants in which event all rights shall then vest in the Wildwood at Keowee Property Owner's Association, Inc. Developer shall signify its relinquishment in writing, which shall be filed with the Register of Deeds of Oconee County.

**ARTICLE XIV
ADDING PROPERTY TO SUBDIVISION**

1. **Adding Property.** Developer may add other property to the Subdivision by filing an amendment or supplement to the Covenants and by filing a Plat of the Property to be added to the Subdivision in which event the added property shall become part of Wildwood at Keowee Subdivision and these Covenants shall apply to the property so added.

**ARTICLE XV
NOTICES**

- 1. **Notices.**
 - a. All notices to the Developer shall be mailed (Certified) to:

Wildwood at Keowee, LLC
8090 Keowee School Road
Seneca, SC 29672
 - b. All communications required by these Covenants to be made to the Lot Owner may be delivered by hand to such Owner in the same manner as service of process is made under the law and court rules of South Carolina. Notice shall be deemed to have been made if such communication is mailed by certified mail to the address given to the Developer or Association by the Lot Owner and in the absence of such record address then to the address shown on the Oconee County Tax Records at the time of the mailing and such notice mailed to or posted upon the Lot. If a certified mailing is returned or refused, such notice shall be sent by regular mail to the address shown by the Oconee County Tax Records and to the address of the Lot and such writing shall be posted on the applicable Lot. If there is no address in the Tax Records, notice to the Lot shall be given by mailing the notice to the address of the Lot and if the Lot is vacant, then

such Notice shall be posted on the Lot. Such mailings and notices as set forth in this paragraph, when completed, shall be and shall constitute notice to the Lot Owner irrespective of whether the Lot Owner gets actual notice. All Notices shall be given not less than ten (10) days nor more than forty-five (45) days before an action is required by the Lot Owner, except in the case of emergency situations where immediate Notice is required.

**ARTICLE XVI
WILDWOOD AT KEOWEE PROPERTY OWNERS ASSOCIATION, INC.**

1. **Property Owners Association.** "Wildwood at Keowee Property Owners Association, Inc." will be organized and a charter applied for to the South Carolina Secretary of State which shall be the governing body for all of the Lot Owners with respect to the administration, maintenance, repair and replacement of the roads and common property. The Board of Directors of the Association shall be the form of administration of the Association and of the Subdivision. Whenever this instrument shall call for approval, permission or requirement of the Association, it shall mean the Board of Directors of the Wildwood at Keowee Property Owners Association, Inc. A copy of the By-Laws of the Wildwood at Keowee Property Owners Association, Inc. is attached hereto and made a part hereof as Attachment 1 and by reference incorporated herein as if fully set forth herein, and the provisions of the By-Laws are binding.

**ARTICLE XVII
ARBITRATION**

1. **Dispute Among Owners.** In the event of a dispute between or among Lot Owners or a dispute between any Lot Owner and Developer or a Lot Owner and any person or entity employed by the Developer to improve the Subdivision, including surveyors, grading contractors, pavers, any other contractor, shall be settled by Arbitration in accordance with the South Carolina Arbitration Act, except that one Arbitrator shall serve. The parties shall endeavor to agree on a mutually agreeable arbitrator, but if they cannot agree, an Arbitrator shall be appointed by a Circuit Judge serving Oconee County. The Judge may select an arbitrator who is common to lists provided by the litigating parties, but is not required to do so. Arbitration may be sought by any Lot Owner who files a written request with the Court, and provided to all other Lot Owners and the Association, in accordance with this provision and the South Carolina Arbitration Act, stating the nature of the dispute.

2. **Award by Arbitration Filed as Judgment.** Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event of litigation or arbitration between the parties, the Arbitrator shall assess costs and expenses, including attorney's fees.

3. **Action Against the Association.** Any person who brings an action against the Association challenging any provision of these Restrictive Covenants or brings any action relating to Wildwood at Keowee Subdivision shall be settled in accordance with this Article, except that such person shall pay all costs of such action, including attorney's fees, if such action is not successful.

[Remainder of page is left blank]

IN WITNESS WHEREOF, Wildwood at Keowee, LLC has set its hand and seal this 19th
day of December, 2007

WILDWOOD AT KEOWEE, LLC (SEAL)

By: [Signature]
DONALD PAYNE, MANAGER

By: [Signature]
THOMAS F. KENNEDY, MANAGER

Witnesses:

Wilma D. Davis

[Signature]

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, Lowe H. Ross, a Notary Public for the State of SC, do hereby certify that
WILDWOOD AT KEOWEE, LLC by DONALD PAYNE AND THOMAS F. KENNEDY ,
MANAGERS, personally appeared before me this date and acknowledged the due execution of
the foregoing instrument.

Witness my hand and official seal this 19th day of December, 2007.

[Signature] (SEAL)
Notary Public of SC
My commission expires 10-2-2010

IN WITNESS WHEREOF we have set our hands and seals this 19th day of December, 2007.

Eloise E. Lecroy (SEAL)
ELOISE E. LECROY
(A LIFE ESTATE)

see pg 14 (SEAL)
EVELYN LECROY KOKE
(A ONE-HALF INTEREST)

see pg 15 (SEAL)
JULIE ANDERSON
(A ONE-FOURTH INTEREST)

see pg 16 (SEAL)
AMY COLEMAN
(A ONE-FOURTH INTEREST)

OWNERS OF LOTS 1 AND 2
AS SHOWN ON THE PLAT

Witnesses:

Wilma D. Dain
[Signature]

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, Lowell W. Ross, a Notary Public for the State of SC, do hereby certify that ELOISE E. LECROY, EVELYN LECROY KOKE, JULIE ANDERSON AND AMY COLEMAN personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 19th day of December, 2007.

[Signature] (SEAL)
Notary Public of SC
My commission expires 10-2-2010

IN WITNESS WHEREOF we have set our hands and seals this 9th day of January, 2007. 2008

Evelyn Lecroy Koke (SEAL)
EVELYN LECROY KOKE
(A ONE-HALF INTEREST)

OWNERS OF LOTS 1 AND 2
AS SHOWN ON THE PLAT

Witnesses: Barbara P. Lopez

Elaine E. Lecroy
(witness sign here)

Kelly Ann Payne
(notary as witness sign here)

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
(fill in)
ACKNOWLEDGMENT

I, Kelly Ann Payne, a Notary Public for the State of SC, do hereby certify that EVELYN LECROY KOKE personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 9th day of January, 2007. 2008

Kelly Ann Payne (SEAL)
Notary Public of SC
My commission expires 2-14-2017

(same notary as above sign here; use seal; give expiration date of commission)



IN WITNESS WHEREOF we have set our hands and seals this 2nd day of ^{January} December, 2007. 2008

Julie Anderson (SEAL)
JULIE ANDERSON
(A ONE-FOURTH INTEREST)
OWNERS OF LOTS 1 AND 2
AS SHOWN ON THE PLAT

Witnesses:

Ann Miller
(witness sign here)
Patricia M. Richburg
(notary as witness sign here)

STATE OF SOUTH CAROLINA
COUNTY OF Howe
(fill in)

ACKNOWLEDGMENT

I Patricia M. Richburg, a Notary Public for the State of SC, do hereby certify that JULIE ANDERSON personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 2 day of ^{January} December, 2007.

Patricia M. Richburg (SEAL)
Notary Public of SC
My commission expires 3-6-2017

(same notary as above sign here; use seal; give expiration date of commission)



FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2008 JAN 14 P 4:41

IN WITNESS WHEREOF we have set our hands and seals this 2nd day of ^{January} December, 2007. 2008.

Amy Coleman (SEAL)
AMY COLEMAN
(A ONE-FOURTH INTEREST)

OWNERS OF LOTS 1 AND 2
AS SHOWN ON THE PLAT

Witnesses: Barbara P. Lopez

E. Louis E. Leroy
(witness sign here)

Kelly Ann Payne
(notary as witness sign here)

STATE OF SOUTH CAROLINA
COUNTY OF Georgetown
(fill in)
ACKNOWLEDGMENT

I, Kelly Ann Payne (fill in) a Notary Public for the State of SC, do hereby certify that AMY COLEMAN personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 2nd day of ^{January} December, 2007. 2008

Kelly Ann Payne (SEAL)
Notary Public of SC
My commission expires 2-14-2017

(same notary as above sign here; use seal; give expiration date of commission)

ATTACHMENT 1

BY-LAWS OF

WILDWOOD AT KEOWEE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of this Association is Wildwood at Keowee Property Owners Association, Inc.. Its principal office is located in Oconee County, South Carolina.

ARTICLE II

Purpose

The purpose of this Association is to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of that certain property which is roads and common property of the Lot Owners of Wildwood at Keowee.

ARTICLE III

Membership

Section A. Members. The members shall consist of all of the Owners of that property located in Oconee County, South Carolina, known as Wildwood at Keowee as shown by a Plat by Stephen R. Edwards, PLS #19881, Stephen R. Edwards & Associates, Inc. dated October 2, 2007, filed with the Oconee County Register of Deeds in Plat Book B244 at page 445

Section B. Transfer. Except as provided herein membership shall not be transferable. The membership of each Lot Owner shall terminate upon a sale, transfer or other disposition of his ownership interest in the property, and thereupon the membership shall automatically transfer to and be vested in the new Owner succeeding to such ownership interest.

ARTICLE IV

Members' Meetings

Section A. Annual Meeting. The annual members' meeting shall, be held at a suitable place at 10:00 A.M. o'clock a.m. on the first Wednesday of March of each year, or at such other time as is established by the Board of Directors, Notice thereof being given, for the purpose of electing directors and transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting shall be held at the same hour on the next day.

Section B. Special Meetings. Special members' meetings shall be held whenever called by the President and Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

Section C. Meetings Prior to Completion of Project. Until Developer has completed and sold all of the Lots from time to time constituting Wildwood at Keowee or until the Declarant elects to terminate its control of the Development, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Declarant.

Section D. Notice. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or

Vice-President/Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meeting. If the address of a member is not recorded on the books and not known, the address which appears on the tax records of Oconee County shall constitute an address and a mailing to that address shall give notice.

Section E. Quorum. A quorum at members' meetings shall consist of ten (10) Lot Owners. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in Section D. of this Article.

Section F. Voting. Each Lot Owner shall have one vote.

Section G. Majority. The vote of the majority of the ownership interests present or represented by proxy at a meeting at which a quorum is present is necessary for the adoption of any matter voted upon by the members.

Section H. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

ARTICLE V Board of Directors

Section A. Function. The affairs of this Association shall be managed by a Board of three (3) Directors. The initial Board of Directors shall be named by the Developer, who shall serve terms of one (1) year (2) years and (3) years, to be determined by lot. Thereafter the Board shall hold office for three (3) year and until their successors are elected and qualified. After completion of the project, each member of the Board of Directors shall be either the Lot Owner, have an interest therein, or in the event of corporate ownership, be a designated agent of the corporation. After the relinquishment of rights by Developer, the Board shall be elected by the Lot Owners, each Lot Owner having one (1) vote.

Section B. Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section C. Removal. Any Director elected by the members may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

Section D. Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section E. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone, or fax at least three (3) days prior to the day named for such meeting.

Section F. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or fax at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section G. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section H. Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. 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.

ARTICLE VI Powers and Duties of the Board of Directors

Section A. Powers and Duties. The Board of Directors 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, by the Declaration or by these By-Laws directed to be exercised and done by the Owners.

Section B. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

1. Care, upkeep and surveillance of the project and the common areas and facilities.
2. Collection of assessments from the Owners.
3. Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common elements and facilities.

ARTICLE VII Officers

Section A. Positions. The principal officers of the association shall be a President, and a Vice-President/Secretary, and Treasurer, who shall be appointed by and from the Board of Directors.

Section B. Appointments. The officers of the Association shall be appointed annually by the Board of Directors at the organizational meeting of each new Board and shall hold office for one (1) year and until their successors are appointed and qualified.

Section C. Removal. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor appointed at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section D. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section E. Vice-President/Secretary. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such duties as are from time to time assigned to him by the President or Board of Directors. In his position as Secretary the Vice-President shall:

1. Keep the minutes of the proceedings of the Members' Meetings and of the Board of Directors in one or more books provided for that purpose.
2. See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.
3. Be custodian of the records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized.
4. In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section F. Treasurer. The Treasurer shall:

1. Have charge and custody of and be responsible for all funds, books and accounts of the Association.
2. Have charge and be responsible for the collection of assessments as set forth in Article VIII of these By-Laws.
3. In general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

ARTICLE VIII Fiscal Management

Section A. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year, except the first fiscal year of the Association shall begin at the date of organization.

Section B. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principals and practices. Within a reasonable time after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements of the Association for such prior fiscal year.

Section C. Assessments. With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

1. Management and administration expenses.
2. The estimated cost of repairs, maintenance of the roads and common areas.
3. The cost of such utilities as may be furnished by the Association.
4. The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies and reserves for replacements.
5. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.
6. Within ninety (90) days before the commencement of each fiscal year, the Board shall cause an estimated annual budget to be prepared based on its estimations of annual expenses and membership assessments, and copies of such budget shall be furnished to each member and each member shall be billed for the assessment for his lot. The assessment shall be due and payable thirty (30) days after receipt of the billing.
7. Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that amount which had been established on the basis of the previous estimated annual budget.
8. If any member shall fail or refuse to make payment of his proportionate share of the common expenses when due, the amount thereof shall constitute a lien on the interest of such member in the property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in this instrument or these By-Laws, or which are otherwise available at law or in equity for the collection of all unpaid assessments.
9. Upon the sale or conveyance of a Lot, all unpaid assessments against a Lot Owner for his pro-rated Assessment as referred to in these By-Laws shall first be paid out of the sales price or by the acquired in preference over any other assessments or charges of whatever nature except for unpaid taxes or liens payable under mortgage instruments.

Section D. Reserve Fund. The Association shall include in the Assessments such amount as shall accumulate a Reserve Fund which shall equal the annual operating budget. The initial Fund shall be accumulated over the initial three year period. Such Fund shall be maintained in a banking institution by the Treasurer of the Association.

Section E. Initial Assessment. Each initial Lot Owner shall pay an initial Assessment of Two Hundred (\$200.00) Dollars at the time of the purchase of a lot.

ARTICLE IX Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of the meetings when not in conflict with the By-Laws and Statutes of South Carolina.



ARTICLE X
Dissolution

Section A. In the event of dissolution, the residual assets of this organization will be turned over to the owners of lots in the Subdivision.

Section B. Notwithstanding any other provision of these By-Laws, Association shall not carry on any other activities not permitted to be carried on by the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law.

ARTICLE XI
Amendments

These By-Laws may be amended or modified as provided for in the Covenants. The By-Laws affecting the rights or interest of the Developer shall not be amended or modified without the written consent of the Developer. This Article shall not abridge, amend or alter the rights of institutional mortgagees without prior written consent of such institution.