

RESTRICTIVE COVENANTS AND EASEMENTS OF HARBOR VIEW OF KEOWEE
FOR HARBOR VIEW OF KEOWEE

ARTICLE I

Recitals

1.1. Harbor View of Keowee, LLC, a South Carolina Corporation, hereinafter referred to as Developer, is the owner of certain real property located in the County of Pickens, State of South Carolina, described in Exhibit A, attached hereto and by reference made a part hereof and known as Harbor View of Keowee, sometimes hereinafter referred to as the Property. In order to establish an orderly, general plan for the improvement and development of the Property, the Developer desires to subject the Property to certain conditions, covenants, easements and restrictions upon and subject to which all the Property shall be held, improved, transferred and conveyed.

1.2. The Developer has built six (6) cabins on the above real property as set forth on a Survey for Tim Revis by Ray Dunn Land Surveying, PLS# 19400 dated 09/01/05 and recorded in plat book 534, page 12 in the Register of Deeds Office for Pickens County, S.C. on September 1, 2005. The Developer has current plans to build a 14 unit condominium complex on the above property. The developer has the option to build additional units

000017203 09/13/2005 10:23:41AM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$41.00

in the form of cabins, condominiums, or houses. The Developer is the exclusive and only entity to construct any building on the real property. Property owners of the cabins, houses, or condominiums, hereinafter called units, may add improvements as set forth below. The Developer has the absolute and exclusive right to build the above additional 14 unit condominium complex, an additional condominium complex, or additional cabins or houses as the Developer in its sole discretion shall determine. This right of the Developer CANNOT be changed, terminated, or modified in any way, including but not limited to the provisions of section 8.2 as set forth hereinafter. HOWEVER, PROVIDED the Developer will not build any additional residential units, after the initial 14 unit condominium complex has been constructed, before January 1, 2007.

ARTICLE II

General Provisions

2.1 The Developer hereby declares that the Property is now held and shall hereafter be held, transferred, sold, leased, subleased, conveyed and occupied subject to the restrictive covenants and easements herein set forth as identified by joint, cabins, or condominiums. Each of the covenants and easements contained herein shall be binding upon and shall inure to the

1 2 3 4 5 6 7 8 9 1 0 1 1

benefit of and pass with each and every parcel of the Property (except those which may be deleted by amendment) and shall apply to and bind the heirs, assigns, successors of any owner thereof.

2.2 The purpose of these restrictions is to insure the proper development and use of the Property and to protect the owner of each unit against such improper development and use of surrounding units as will adversely affect the value of their property, to prevent the erection on the Property of improvements built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate open spaces between structures, and in general to provide adequately for a superior type and quality of development of the Property in an aesthetically pleasing manner in accordance with a general plan.

2.3 Definitions

A. Building Site: Building Site shall mean any parcel or any portion of the real property as determined solely by the Developer for construction by Developer of any building, including but not limited to cabins, houses, or condominiums. The Developer may modify or amend at any time and survey out additional tracts at its sole discretion , to be shown on any

plat or plats relative to the Property recorded by the Developer in the future in the Office of the Register of Deeds, Pickens County, South Carolina.

Developer shall have the authority to revise the number of Building Sites to be located on the property and the boundaries of any Building Site at any time in its sole and exclusive discretion.

B. Improvements: Improvements shall mean any and all betterments, construction and/or improvements on any existing unit and deeded real property, or any portion thereof, and shall include without limitation all changes in site topography, underground utilities, all outbuildings, parking areas, loading areas, fences, walls, hedges, mass plantings, poles, signs, monuments, sculptures, driveways, lawns, drives, trees and shrubs.

C. The Developer: Developer shall mean Harbor View of Keowee, LLC, a Corporation, its successors and assigns.

D. Owner: Owner shall mean any party and successors, assigns, heirs and legal representatives, who owns a unit and to any portion of the real property as lawfully deeded by the developer or successive property owner. To the extent that the Developer meets to criteria for ownership set forth herein, it

shall be deemed to be an Owner hereunder in addition to possession of the rights, powers, privileges, obligations and duties hereby specifically imposed upon or granted to the Developer.

E. Property: Property shall mean the real estate described in Exhibit which is attached hereto and made a part hereof.

F. Common Property:

(A) Common property for cabins and houses shall mean and refer to those portions of the property identified by the Developer in its sole and exclusive discretion not deeded to any entity or person which includes but is not limited to roads, parking spaces, buffer areas, walkways, entrance ways, drainage areas, private rights-of way, landscaped areas, sign location areas, signs, and the sewer system located on the property. All common areas are subject to rules and regulations as promulgated by the Developer in its sole and exclusive discretion. These rules can be implemented, changed, modified or amended at any time by the Developer in its discretion. Common Property shall mean and refer to those portions of the Property inside the area designated as Common Area on any properly recorded Plat (as explained and revised from time to time by amendments and additional plats)

which are not Building Sites, including but not limited to roads, parking spaces, buffer areas, walkways, entrance ways, drainage areas, private rights of way, landscaped areas, sign location areas and signs located therein. Common property also includes the swimming pool area, any playgrounds developed, and any boat storage areas as designated by the Developer in its sole and exclusive discretion.

(B) Common property for condominium owners shall mean and refer to those portions of the property outside the deeded area for each condominium owner as identified by the Developer in its sole and exclusive discretion. Such areas being specifically related to the condominium complex and to include areas outside the condominium complex of roads, parking spaces, walkways, entrance ways, and other areas directly related to the use by each owner of his or her deeded condominium. Common property is not to include other areas as designated by the Developer in its sole and exclusive discretion for future development. Common property also includes the swimming pool area, any playgrounds developed, the sewer system, and any boat storage areas as designated by the Developer in its sole and exclusive discretion.

(C) Expenses for the maintenance of all common property will be paid by the owners of all units as set forth in article V.

ARTICLE III.

Regulation of Building

3.1 Approval of Plans and Specifications: The Developer will perform the construction of all buildings located on the real property. When any unit and real property has been deeded by the developer to a third party, there will be no improvements constructed, erected, placed, altered, maintained or permitted on that unit and real property until plans and specifications therefore have been approved in writing by the Developer in its sole and exclusive discretion, as provided in Article VI hereof.

3.2 Completion of Construction: After commencement of construction of any improvement after proper approval has been obtained for any unit or real property, the Owner shall diligently prosecute the work so that the improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof as determined solely by the Developer in its exclusive discretion. During construction, the Owner shall cause the property to remain in a reasonably neat and orderly condition, preventing the accumulation of trash thereon and the runoff of surface water and soil onto adjacent property or streets. If the Developer determines that the period of construction of any improvement is not being diligently pursued

by the Owner, then the Developer shall have the option to proceed with such construction and any cost incurred by the Developer relative to such construction shall be paid by the Owner.

3.3 Excavation. No excavation shall be made on any real property except in connection with the construction of improvements thereon as approved by the Developer in its sole and exclusive discretion. Upon completion of construction of improvements, exposed openings shall be backfilled and disturbed ground shall be smoothly graded and landscaped.

3.4 Storm Drainage:

A. Plans and specifications for any improvement shall include a detailed storm drainage plan approved by the Developer, as provided in Article VI hereof, and shall be designed to coordinate with the drainage of the entire property. No drainage of a tract of real property shall be constructed which would prohibit the proper drainage of other real property.

3.5 Landscaping

A. The plans and specifications of any landscaping to be performed shall be submitted to Developer and shall include a detailed irrigation system and landscaping scheme indicating the location, size, type and height of each planting noted thereon, and shall at least conform to the minimum requirements to be

established by Developer to insure a uniform and aesthetically pleasing appearance in harmony with the development as a whole. The Developer shall have the right and authority to approve or disapprove such plans and specifications or to require specific additions thereto or deletions thereto, so as to insure harmony with the surrounding Building Sites and areas.

B. The maintenance of landscaped areas and irrigation systems located on real property deeded to owners of a unit shall be performed and paid for by the property owner subject to the Assessments and related provisions of Article V hereof. Maintenance of landscaped areas and irrigation systems located on common property shall be performed and paid for by the regime fees as set forth hereinafter.

3.6 Signs: No sign, billboard, identification marker, monument, sculpture, or the like shall be permitted on any building, condominium, or property or on the exterior of any building or other structure located thereon, except as approved by Developer.

3.7 Outside Storage: Unless visually screened in a manner acceptable to the Developer, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain outside any unit or

any area of the Common Property. Any Owner's waste is to be collected by any public or private garbage collection service, at Owner's expense, and such waste must be placed in moveable, covered containers and placed by the Owner at pickup points designated by Developer, only on scheduled pickup days.

3.8 Parking: Parking shall be permitted only on marked parking spaces located in streets or in other areas within the Common Property designated for parking by Developer. There will be two reserved parking spaces for each home as solely determined by the developer. All other spaces will be available to all Owners and their tenants, invitees, and licensees; provided, the use of parking spaces shall be subject to such rules and regulations as Developer may elect to establish. The Developer shall have the sole authority to designate parking spaces as it determines. No parking of vehicles shall inhibit traffic on any streets and no parking shall occur on common areas.

3.9 Utility Connections: Expect as otherwise approved by the Developer, all utility connections, including all electrical and telephone connections and installation of wires of improvements, specifically excluding the sewer lift station, shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type

or other apparatus shall be located on any power pole or hung on the outside of any building or other improvement, but the same shall be placed at or below ground level, and where placed be subject to the prior written approval of the Developer, which approval shall not be unreasonable withheld. This provision does not apply to the sewer lift station to be located near cabin #6. The above notwithstanding, overhead electrical connections shall be permitted during the construction period of the improvements.

3.10 Utility and Access Easements: The Developer reserves and is given a perpetual, alienable and releasable easement over the Property for the installation of utilities (including water, electric, telephone, gas, cable TV, drainage and sewer lines and sewer related equipment such as pumps and lift stations), including access to Building Sites for installation and maintenance of same. The Developer shall have the unrestricted and sole rights and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph to utility providers and other appropriate recipients. All such easements, including those designated on the Plat, shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns, unless conveyed and/or alienated to third parties for the purpose

of providing utility services. Further, in this regard, Developer, for itself and its successors and assigns, reserves a perpetual, alienable and releasable easement over the property for access and installation and maintenance of the above referred to utilities to adjacent properties which Developer may currently own or acquire in the future.

3.11 Fences: No fence, wall, hedge or mass planting shall be erected, installed or permitted to remain in the Property without prior written approval of the Developer.

3.12 Exterior Lighting: All exterior lighting on any property shall be designed, erected, altered and maintained in accordance with plans and specifications approved by the Developer. Lighting shall be compatible and harmonious throughout the entire development and shall be in keeping with the exterior design of the building on the Building Site in question. In this regard, such lighting shall be leased, at least initially, by Developer from Duke Power Company and each Owner of a unit shall be responsible for payment of a pro rata share of the cost thereof, which sum shall be collected as part of the assessment provided in Article V hereof.

3.13 Maintenance of Improvements:

A. Each Owner of any unit shall keep all improvements thereon in a safe, clean, maintained, neat condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each such Owner shall remove at its own expense, on a regular basis, any rubbish or trash of any type which may accumulate on its unit or adjacent common area. If any Owner shall fail to comply with this obligation, and shall fail to take corrective measures within thirty (30) days after receipt of a notice from Developer (or Developer's successors) demanding that such measures be taken, then Developer or its successors shall have the right to exercise one or both of the following remedies:

(1) Undertake and complete the corrective measures at Developer's expense, in which event Owner must reimburse Developer for the actual costs plus a reasonable fee to performing such work; and/or

(2) Assess a monetary penalty against Owner in an amount to be determined by Developer. All amounts charged to Owner under either of these remedies will constitute liens against the Owner's Building Site, collectible and enforceable in accordance with Section 5.4 hereof.

B. All porches, patios, balconies and concrete or paved aprons on all property shall be kept in good repair and swept clean from dirt and silt.

C. No improvement on any property shall be permitted by the Owner of such Building Site to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.

D. Each cabin or home owner is solely responsible for the maintenance of their unit, improvements, or real property deeded to them. Each condominium owner is solely responsible for the maintenance of all improvements and area inside their unit which has been deeded to them. Only the expenses for the Common Areas as defined in these Covenants will be paid for by all owners using those Common Areas in the manner as set forth in section 5.

ARTICLE IV

Operations Standards

4.1 Permitted Uses. All property shall be used for residential purposes only.

4.2 Boat Slips. (THIS PROVISION APPLIES TO ONLY THE OWNERS OF THE INITIAL SIX CABINS AND THE OWNERS OF THE INITIAL 14

UNIT CONDOMINIUM COMPLEX AND TO NO OTHER UNIT) At the time this document is signed, there are no boat slips on Lake Keowee available for use by property owners of this development. There is an existing dock with 8 permitted boat slips located at the Knots Landing Development but this dock is solely available for the exclusive use of residents of Knots Landing. Outerbanks, Inc., which is the Developer for the Knots Landing project on Lake Keowee, has submitted an application to Duke Power Company which has forwarded this application to the Federal Energy Regulation Commission (FERC) for approval to relocate a boat dock with twelve permitted boat slips to the Knots Landing Development. If FERC approves this application and allows the relocation of the second boat dock, the boat slips for the second boat dock will be assigned for use by the residents of the Knots Landing Development and the Developer. If the application is approved and each resident of Knots Landing is assigned a boat slip for the second dock, the existing boat dock with eight permitted slips will be available for use by the residents of the initial six cabins and the initial 14 condominium owners of the development of Harbor View. These boat slips will be available for use by the owners of the initial 6 cabins and the 14 owners of the initial condominium development on a non-assigned basis.

It is understood that if the application to relocate the second dock to the Knot Landing area is not approved, there will be no boat slips provided by the Developer available on Lake Keowee for use by the owners of the initial 6 cabins or the initial 14 condominium units of this development. If boat slips on the existing boat dock become available for use by these property owners, then these property owners will be entitled to a parking space in an area adjacent to Knots Landing as determined by the Developer, and all twenty property owners will pay a pro-rate share of the leased cost for the boat slips assessed by Duke Power Company as long as the lease is in effect and expenses for maintenance of the boat dock. The Developer would then only guarantee use of eight boat slips on the lease as long as the Duke Power Company lease is in effect. The property owners of Harbor View as defined above entitled to use a boat slip will have an easement for right-of-way purposes through any privacy gate or area for access to the parking space and boat slip adjacent to Knots Landing.

4.3 Damage to or Destruction of Improvements. Any improvements on any cabin or condominium unit or house damaged in whole or in part by fire, windstorm, tornado, vandalism, strike or civil disorder, or the like, shall be repaired and restored or

replaced immediately, including the removal of debris, or should it be determined by the Owner thereof not to repair or replace such improvement, then the Owner, at its expense, shall demolish and remove the damaged improvement from the real property and thereafter maintain the real property in a graded, maintained condition until the real property is again improved in accordance with the provisions hereof. In no instance shall any damaged improvement remain on the Building Site unrepaired or not removed for a period in excess of ninety (90) days from the date of said casualty. In this regard, it shall be required that any Owner of a unit shall maintain adequate hazard insurance coverage thereon at Owner's expense. A liability insurance policy shall be maintained on all Common Areas by Developer, or by Successor thereto, to premiums of which shall be a common expense as set forth in Article V hereof.

4.4 Right to Enter. During reasonable business hours, the Developer or its authorized representatives shall have the right to enter any Building Site for the purpose of ascertaining whether the restrictions provided herein may have been violated. Any such entry shall constitute an authorized entry, and the Developer, or its authorized representatives shall not be deemed guilty of trespass or constructive eviction by reason thereof.

4.5 Dry Storage Each of the owner of the initial six cabins and of the initial fourteen condominiums shall be entitled to a dry storage unit with locking capability in the gated area of Harbor View of Keowee. The unit will be designated at the sole discretion of the developer. The developer retains the right to build additional boat storage units and reassign units at its sole discretion.

ARTICLE V.

Common Property: Easements

5.1 Easements of Common Property. All of the Common Property is hereby subjected to easements running in favor of the Developer and all Owners to be utilized for such purposes as shall be designated by the Developer on the Plat, in these Restrictive Covenants, or on additional or amended plats to be recorded by the Developer. The easements created hereby include an easement for access and egress within the areas shown as Streets, Parking Areas on the plat and all other roads, driveways, parking areas, sidewalks, board walks and walking trails, swimming pool, playgrounds, boat storage areas, if any, and similar areas constructed and designated for access and egress by Developer. These easements are granted in perpetuity, and shall be deemed to run with the land for the benefit of

Developer, all Owners. Further, in the regard, Developer reserves for itself and its successors and assigns a perpetual, alienable and releasable easement over the Property for access, ingress and egress, and installation and maintenance of utilities, including sewer lines and related equipment, to adjacent properties which Developer may currently own or hereafter acquire in the future.

5.2 Responsibility for Common Property. The home owners and/or subsequently formed Homeowner's Association shall operate, maintain, and pay all expenses for the Common Property as defined above. The Developer will transfer ownership of all common areas including but not limited to any and all roads, the sewer system, and utilities to the Homeowner's Association as soon as formed.

5.3 Expenses of Common Property.

(A) The Owners of the initial 14 condominium units shall defray the total expenses of the Developer for the operation, maintenance, repairs, replacements and services for the Common Property and all improvements thereon, including, but not limited to, utilities, sewer lines and related equipment, lighting, roads, and parking areas resurfacing, sprinkler systems, trash removal, cleaning, liability insurance premiums, landscaping management expenses, and real property taxes related solely to

the use of the condominiums. The owners of all condominiums shall pay a monthly regime fee for these expenses of all common areas related only to the condominium complex in an amount as determined solely by the developer in its sole and exclusive discretion.

(B) The Owners of the initial 6 cabin units shall defray the total expenses of the Developer for the operation, maintenance, repairs, replacements and services for the Common Property and all improvements thereon, including, but not limited to, utilities, sewer lines and related equipment, lighting, roads, and parking areas resurfacing, sprinkler systems, trash removal, cleaning, liability insurance premiums, landscaping management expenses, and real property taxes related solely to the use of the initial 6 cabin units. The owners of these cabin units shall pay a monthly regime fee for these expenses of all common areas related only to these cabin units in an amount as determined solely by the developer in its sole and exclusive discretion.

(C) The Owners of the initial 14 condominium units and the owners of the initial 6 cabin units shall defray the total expenses of the Developer for the operation, maintenance, repairs, replacements and services for the Common Property that all 20 units use jointly and all improvements thereon, including, but

not limited to the swimming pool, playground, boat storage area, sewer lines and related equipment, lighting, roads, and parking areas resurfacing, sprinkler systems, trash removal, cleaning, liability insurance premiums, landscaping management expenses, and real property taxes related to the joint use of these facilities. The owners of all 20 units shall pay a monthly regime fee for the expenses of these common areas in an amount as determined solely by the developer in its sole and exclusive discretion.

(D) The developer may construct additional condominium units, and/or cabins, and/or houses. The owners of any additional units that are constructed will pay a pro-rata equal share of all expenses for all common property set forth above that they use along with other owners in like circumstances as determined by the developer in its sole discretion. The owners of these units shall pay a monthly regime fee for the expenses of the common areas used in an amount as determined solely by the developer in its sole and exclusive discretion.

5.4 Assessments. Each Owner's share of the expenses in paragraph 5.3 shall be a sum equal to the product of the amount of such total expenses as determined solely in the exclusive discretion of the developer divided by the number of units using

that particular common area. Each Owner will be assessed its respective share of the aforesaid total expenses not more frequently than monthly, and payment of such assessments shall be due within fifteen (15) days after receipt of a bill therefore at the Building Site. Assessments not timely paid shall constitute a lien against the Building Site to which the assessment pertains from and after the due date of such assessment and may be collected by the Developer together with all costs of collection from the nonpaying Owner by appropriate legal action; provided such lien shall be subordinate to the lien of any first mortgage on the Building Site.

ARTICLE VI

Approval of Plans; Variances; Easements

6.1 Approval. No improvement shall be erected, placed, replaced, altered, maintained or permitted to remain on any property until plans and specifications showing a site plan, drainage plan, all exterior elevations, exterior building materials and colors, structural design, and landscaping plans (if any), shall have been submitted to and approved in writing by the Developer. Such plans and specifications shall be submitted in writing over the signature of the Owner of the property or his authorized agent. Repainting the exterior of improvements shall

require approval under this Section. Roofing shall be performed with such materials and color thereof as approved by Developer.

6.2 Basis of Approval. Approval shall be based on conformity and harmony of exterior design with neighboring structures; effect of location and use of improvements on adjacent Building Sites; relation of topography, grade and finished ground elevation of the cabin, house or condominium being improved to that of neighboring units; proper facing of main elevation with respect to nearby streets, and conformity of the plans and specifications to the purpose and general plan and intent of these Protective Covenants and other applicable restrictive covenants. The decision of the Developer as to such matters shall be conclusive and final.

6.3 Time for Approval. If the Developer fails to either approve or disapprove such plans and specifications within sixty (60) days after a complete package of the same has been properly submitted to the Developer, the Developer shall be conclusively presumed to have approved said plans and specifications. All plans and specifications and all improvements must comply in all respects with the requirements set forth herein.

6.4 No Liability. Neither the Developer, nor its successors or assigns, shall be liable in damages or otherwise to anyone submitting plans to the Developer for approval, or to any Owner affected by these Restrictive Covenants and Easements, for any cause arising out of or in connection with the approval or disapproval or failure to approve such plans. Every entity which submits plans to the Developer for approval agrees by submission of such plans, and every Owner of any Building Site agrees by acquiring title thereof or interest therein, that it will not bring any action or suit against the Developer to recover any such damages or any other relief based upon the aforesaid causes.

6.5 Variances. The Developer, and its successors and assigns, are hereby authorized and empowered to grant reasonable variances from the provisions of these Restrictive Covenants and Easements in order to overcome practical difficulties and unnecessary hardships in the application of these provisions; provided, however, that such variances shall be reasonably consistent with the purposes hereof and shall not materially adversely affect any existing improvements on the Property. The variance granted pursuant to the authority granted herein shall constitute a waiver of provisions of these Restrictive Covenants and Easements by all Owners of Building Sites, and all Owners

hereby irrevocably and unconditionally appoint the Developer, its successors and assigns, as their true and lawful attorney-in-fact for the limited purpose of consenting to the aforesaid variances.

ARTICLE VII

Enforcement

7.1 Responsibility of Owner. Each Owner shall be responsible for compliance with the terms, provisions and conditions of this instrument by its employees, agents, independent contractors, tenants, building occupants, customers and visitors.

7.2 Abatement and Suit. Violation or breach of any restriction herein contained shall give to the Developer and every Owner, subject to these Protective Covenants, the right to prosecute a proceeding at law or in equity against the Owner who has violated, is attempting to violate or is permitting the violation on its Building Site of any of these restrictions, including, without limitation, actions to enjoin or prevent such Owner from doing so, to cause said violation to be remedied, or to recover damages for said violation.

7.3 Deemed to Constitute a Nuisance. Any action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a

nuisance, and every remedy, allowed by law or equity against an Owner, either public or private, shall be applicable against every such action or omission and may be exercised by the Developer or by any Owner.

7.4 Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, the losing Owner shall pay the attorney's fee of the Developer and/or the prevailing Owner or Owners, in such amounts as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedies.

7.5 Failure to Enforce Not a Waiver of Rights. The failure of the Developer or any other Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other restriction. No suit shall lie against the Developer for any failure, refusal or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

ARTICLE VIII

Term, Termination, Modification and Assignment

8.1 Term. This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period commencing on the date hereof and expiring twenty (20) years from the date hereof. It may be renewed thereafter by written amendment approved in accordance with Section 8.2 below.

8.2 Termination and Modification. After the Developer provides written permission to form an Owner's Association and that Association is formed, this Declaration, or any provision hereof, or any covenant condition or restriction contained herein, may be terminated, extended, modified or amended as to the whole of the Property, with the written consent of the Owners of seventy-five (75%) (including units owned by the developer) of the total units constructed or to be constructed by the Developer PROVIDED, HOWEVER, that so long as the Developer owns any of the real property set forth on exhibit A, no such termination, extension, modification or amendment shall be effective without the written approval of the Developer thereto, and further provided that Developer may amend this Declaration or any provision hereof in order to revise property lines of Building Sites, as provided in Section 2.3A.

This provision DOES NOT APPLY to the right of the Developer to build an initial planned 14 unit condominium complex, an additional condominium complex, or any other additional condominiums, cabins or houses as the Developer in its sole discretion shall determine. This right of the Developer CANNOT be changed, terminated, or modified in any way. HOWEVER, PROVIDED the Developer will not build any additional residential units, after the initial 14 unit condominium complex has been constructed, before January 1, 2007.

8.3 Assignment of Rights and Duties. The rights, powers, privileges, obligations and duties hereby specifically granted to or imposed upon the Developer (as opposed to those rights, powers, privileges, obligations and duties hereby granted to or imposed upon Owner) may be transferred to any successor or assign of the Developer which succeeds to the Developer's interest in the Common Property. The Developer shall have the absolute right to make such a transfer, without any obligation to seek or obtain consent or approval of such a transfer from any Owner or Owners. Developer may elect to transfer such interests and rights to an Owners' Association comprised of the Owners of Building Sites. Such Owners' Association would be organized by Developer as and when Developer elects to do so and would be

governed according to bylaws and any rules and procedures established by a majority vote of Owners. Any such successor or assign of the Developer shall, be in a written recordable form, expressly assume the obligations and duties of the Developer hereunder. From and after the date of such written assumption, the Developer shall be released and excused from further liability hereunder and from the exercise of all rights, powers, privileges, obligations and duties hereby granted to or imposed upon the Developer (as opposed to those rights, powers, privileges, obligations and duties granted to or imposed hereby upon the Developer as an Owner), and the successor or assign of the Developer shall possess and may exercise all rights, powers and privileges, and shall be subject to all duties and obligations, formerly specifically granted to or imposed upon the Developer. Notwithstanding the above, so long as Developer owns any portion of the Property, Developer may reserve the right to approve or disapprove plans and specifications for construction of improvements, as set forth in Article VI hereof even after assigning the remainder of such rights to another party.

8.4 Assignment of Owner's Rights and Duties. The rights powers, privileges, obligations and duties hereby granted to or imposed upon any Owner may not be assigned or delegated except to

a person or entity acquiring the Owner's interest in a Building Site or any lessee or sub lessee of such owner. The instrument by which the interest of any Owner in a cabin, house, or condominium is acquired shall recite that it is subject to these Restrictive Covenants and Easements and shall contain an agreement by the transferee to be bound by all of the terms and conditions hereof.

ARTICLE IX

Miscellaneous Provisions

9.1 Constructive Notice and Acceptance. Every person or entity which now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to and assumed every covenant, condition and restriction contained herein, whether or not any reference to the Restrictive Covenants and Easements is contained in the instrument by which such person or entity acquired as interest in the Property.

9.2 Mutuality, Reciprocity; Runs with the Land. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create a mutual, equitable servitude upon each Building Site in favor or

every other Building Site; shall create reciprocal rights and obligations between the respective Owners of all Building Sites; and shall, as to the Owner of each Building Site, its heirs, successors and assigns, operate as covenants running with the land, for the benefit of the remainder of the Property.

9.3 Inurement. This instrument shall bind and inure to the benefit of the Developer and all Owners, and their respective successors, assigns, heirs and legal representatives.

9.4 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

9.5 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, the undersigned Developer, Harbor View of Keowee, LLC has caused this Declaration of Covenants and Restrictions to be executed this 30 day of August, 2005.

James C. Cleary
Timothy W. Revis

Harbor View of Keowee, LLC

By: [Signature]
[Signature]

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF PICKENS

Personally appeared the undersigned witness and made oath the (s)he saw the within named declarants sign, seal and as the declarants act and deed, deliver the within written Restrictive Covenants and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 7th day
of Sept, 2005.

Timothy W. Revis (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires 3/2/13

James C. Cleary

AGREEMENT

Section 4.2 as set forth above involves boat docks owned by Outerbanks, Inc. with the sole shareholder being Timothy W. Revis. Tim Revis is also a member of Harbor View of Keowee, LLC. The provisions of section 4.2 requires the permission and consent of Outerbanks, Inc. for the existing boat dock to be used

exclusively by the 20 property owners as defined in section 4.2 under the conditions as set forth in section 4.2 if the application to relocate the second boat dock is approved. Tim Revis as agent and president of Outerbanks, Inc. agrees that Outerbanks, Inc. is bound by the provisions of section 4.2 as set forth above, is required to take all reasonable steps necessary to attempt to procure approval of the application to relocate the second dock, and take all steps necessary to ensure use of the existing dock for the 20 property owners defined should the application to relocate the second dock be approved.

Jan C. Blagden
Henry S. Ellenburg

OUTERBANKS, INC.
By: Tim Revis, President
[Signature]

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

PROBATE

Personally appeared the undersigned witness and made oath the (s)he saw the within named declarant sign, seal and as the declarant's act and deed, deliver the within written agreement and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Jan C. Blagden

SWORN to before me this 7th day
of Sept, 2005.

Wingy J. Ellenberg (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires 3/20/13

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, being shown and designated at 12.82 acres, more or less, as shown on a survey by Ray Dunn Land Surveying, PLS #19400, dated December 2, 2004 and recorded of even date with this instrument Plat Book 534 at Page 11 in the Register of Deeds Office for Pickens County. See also Plat Book 52 at Page 540 recorded in the Register of Deeds Office for Pickens County.

ALL that certain piece, parcel or tract of land, lying and being situate in the State of South Carolina, County of Pickens, in Hurricane Township (Six Mile), on the southeast side of Highway 183, and being known and designated as Lots 1, 2, 3, 4, 5 and 6 of Harbor View Villas, containing 0.03 acres, being the remaining portion of the Tract on the above plat.

THIS is the property conveyed unto Harbor View of Keowee, LLC by deed of Rufus Revis dated June 15, 2005 and recorded on June 20, 2005 in Deed Book 913 at Page 253 in the Register of Deeds Office for Pickens County.

Paragraph 2.3 E. Property: is amended by changing the description as is set forth on Exhibit A attached hereto and made a part hereof by reference.

It is also understood that the property designated on the plat referenced on Exhibit A as Tract B may, at the sole and absolute discretion of the Developer be brought in or annexed into the "Common Area".

Paragraph 2.3 F. Common Property: shall be amended by adding the following paragraph:

Paragraph 2.3 F(D). Any reference made herein to roads, drives or private rights-of-way shall specifically include, but not be limited to the roads designated on the Plat referred to herein as Kitty Hawk Lane and Kill Devil Hill and are a part of the common property/area.

Article IV.

Paragraph 4.2 Boat Slips, is amended by adding the following sentences to the end of the paragraph:

Eight (8) boat slips have been approved by the Federal Energy Regulation Commission. The boat slips have an adjacent parking area more particularly described and designated as Tract C on the aforesaid Plat. It is understood that the parking area is to be used on a first come first serve basis by the Owners and is part of the Common Area to be jointly used and maintained by the cabin owners and the fourteen (14) unit owners in the first building constructed in the Harbor View of Keowee Condominiums Horizontal Property Regime.

Article V.

Paragraph 5.1 is amended by adding the following as an additional paragraph:

All easements and rights-of-way referred to herein are mutual and non-exclusive in nature and are to be used and maintained in common with all Owners and the Developer in perpetuity, and shall insure to the benefit of the Owners, the Developer, their agents, invitees, heirs, successors and assigns. No beneficiary of these rights shall impede, block or alter any of the aforementioned grants unless otherwise provided for herein.

Paragraph 5.2 is amended to read in its entirety as follows:

5.2 Responsibility for Common Property/Common Area. All Owners shall share in the administration, operation and maintenance and cost of the Common Property/Common Area by and through an Owners Association referred to in Paragraph 8.5, hereinbelow. It is understood that the boat slips and adjacent parking area, referred to in Paragraph 4.2 above and designated as Tract C on the Plat referred to in Exhibit A, will be used, operated and maintained by the Owners of the six (6) Cabins and the fourteen (14) Condominium Owners in the first building constructed by the Developer.

Article V is also amended by adding the following paragraph:

5.5 Common Property/Common Area. As referred to hereinabove the area to be operated and maintained in common with the owners of the condominiums (Common Property) is described and designated on the Plat referred to in Exhibit A as "Common Area".

Article VIII

Article VIII is also amended as set forth hereinbelow:

Paragraph 8.1 is changed to read in its entirety as follows:

8.1 Term. This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period commencing on the date hereof and extending twenty (20) years from the date hereof, and then shall be automatically renewed for additional ten (10) year periods until and unless otherwise terminated or modified in accordance with the terms and provisions of Section 8.2 hereinbelow.

Paragraph 8.2 is amended by addition of the following language:

It is understood as set forth herein, that matters involving the "Common Area" as depicted on the aforementioned plat and maintained jointly by the Cabin

Owners and the Condominium Owners shall only be terminated, changed, or modified by action taken during a meeting of the Association of the Owners referred to in Paragraph 8.5, hereinbelow.

The following paragraph is added to Article VIII:

Paragraph 8.5 Homeowners Association. Homeowners Association, as referenced in this document shall mean Harbor View of Keowee Owner's Association, Inc. or such other Association as may be established in conjunction with the Condominium unit owners. Matters involving the common property or area shall be administered and maintained jointly. It is understood that for purposes of votes taken concerning these matters each cabin and condominium owner shall have one (1) vote per unit. The cabin owners may, if they deem necessary or desirable, form another association for purposes of organizing, discussing and acting on matters affecting or of interest to the cabin owners solely.

All other terms and conditions not effected, altered, amended or modified by this First Amendment to Restrictive Covenants and Easements of Harbor View of Keowee shall remain in full force and effect unless subsequently altered by an appropriate document properly executed and recorded in the Office of the Register of Deeds for Pickens County, South Carolina.

This Amendment made and entered into on the date first written hereinabove.

(Remainder of this page left blank intentionally)

Witnesses:

Harbor View of Keowee, LLC

Mary Gordon

By: James A. Swink
James A. Swink

Cheryl L. Gilbert

By: Rufus G. Revis
Rufus G. Revis, Licensed
S.C. Real Estate Broker

By: Timothy W. Revis
Timothy W. Revis, Licensed
S.C. Real Estate Broker

By: Jimmy L. Davis
Jimmy L. Davis

Its: MEMBERS

STATE OF SOUTH CAROLINA)

COUNTY OF Anderson)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the above named Members of Harbor View of Keowee, LLC Sign, seal and as their act and deed, deliver the within written First Amendment to Restrictive Covenants for the uses and purposes therein mentioned, and that (s)he together with the other witness who signed hereinabove witnessed the execution thereof.

SWORN to before me this
20th day of December, 2006.

Mary Gordon

Cheryl L. Gilbert (L.S.)
Notary Public for South Carolina
My Commission Expires: 4-7-07

Witnesses:

Cabin Owners

(Witness sign)

William M. Palda - Cabin 1

(Notary sign here
As a witness)
And once again below
In Notary Capacity

STATE OF FLORIDA)
)
COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw William M. Palda Sign, seal and as his/her act and deed, deliver the within written First Amendment to Restrictive Covenants for the uses and purposes therein mentioned, and that (s)he together with the other witness who signed hereinabove witnessed the execution thereof.

SWORN to before me this
_____ day of _____, 2006.

(Witness sign here again)

(L.S.)
Notary Public for Florida
My Commission Expires: _____

Witnesses:

(Witness sign)

Michael Lassner - Cabin 3

(Notary sign here
as a Witness)
And once again below
In Notary Capacity

STATE OF FLORIDA)
)
COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw Michael Lassner Sign, seal and as his/her act and deed, deliver the within written First Amendment to Restrictive Covenants for the uses and purposes therein mentioned, and that (s)he together with the other witness who signed hereinabove witnessed the execution thereof.

SWORN to before me this
_____ day of _____, 2006.

(Witness sign here again)

(L.S.)
Notary Public for Florida
My Commission Expires: _____

Witnesses:

(Witness sign here)

Carlos Caraza - Cabin 4

(Notary sign here as
a witness)

*And once again below
In Notary Capacity*

Miriam M. Caraza

STATE OF FLORIDA)
)
COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw Carlos Caraza and Miriam M. Caraza Sign, seal and as their act and deed, deliver the within written First Amendment to Restrictive Covenants for the uses and purposes therein mentioned, and that (s)he together with the other witness who signed hereinabove witnessed the execution thereof.

SWORN to before me this
_____ day of _____, 2006.

(Witness sign here again)

(L.S.)
Notary Public for Florida
My Commission Expires: _____

Witnesses:

(Witness sign here)

Marc F. Francin - Cabin 6

(Notary sign here as
a witness)
And once again below
In Notary Capacity

STATE OF FLORIDA)
)
COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw Marc F. Francin Sign, seal and as his/her act and deed, deliver the within written First Amendment to Restrictive Covenants for the uses and purposes therein mentioned, and that (s)he together with the other witness who signed hereinabove witnessed the execution thereof.

SWORN to before me this
_____ day of _____, 2006.

(witness sign here again

(L.S.)
Notary Public for Florida
My Commission Expires: _____

Witnesses:

(Witness sign here)

Scott V. Mobley - Cabin 2 & 5

(Notary sign here as
a witness)

Laura E. Mobley

And once again below
In Notary Capacity

STATE OF FLORIDA)
)
COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw Scott V. Mobley and Laura E. Mobley Sign, seal and as their act and deed, deliver the within written First Amendment to Restrictive Covenants for the uses and purposes therein mentioned, and that (s)he together with the other witness who signed hereinabove witnessed the execution thereof.

SWORN to before me this
_____ day of _____, 2006.

(Witness sign here again)

(L.S.)

Notary Public for Florida
My Commission Expires: _____

- 1 - Witness
- 2 - Notary

Witnesses:

1 - Witness sign here once
 (Witness sign here)

Cabin Owner signs
 Cabin Owner signature

2 - Notary sign here
 (Notary sign here as
 a witness)

And once again below
 In Notary Capacity

STATE OF FLORIDA)
)
 COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw CABIN OWNER Sign, seal and as his/her act and deed, deliver the within written First Amendment to Restrictive Covenants for the uses and purposes therein mentioned, and that (s)he together with the other witness who signed hereinabove witnessed the execution thereof.

SWORN to before me this
 _____ day of _____, 2006.

1 - witness sign again
 (witness sign here again)

2 - Notary signs as Notary (L.S.)
Notary Public for Florida
 My Commission Expires: _____