

Watson Title Agency
203 South C St.
Easley, SC 29640

BOOK 1270 PAGE 205

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

)
) DECLARATION OF COVENANTS AND
) RESTRICTIONS FOR JOCASSEE
) RIDGE SUBDIVISION

FILED FOR RECORD
 OCONEE COUNTY, S.C.
 REGISTER OF DEEDS
 2003 MAR 19 A 8:56

004504

THIS DECLARATION made this 25th day of January, 2003, by
 McShire Associates, Inc., hereinafter referred to as Owner/Developer.

WHEREAS, the Owner/Developer is the owner of the Real Property which is the subject of this Declaration and desires to create a residential community in accordance with a uniform plat of development to preserve and maintain property values, to maintain the natural beauty of the Real Property, to guard against construction thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain a harmonious architectural scheme and to create a liveable environment, for the benefit of future purchasers of the Real Property; and

WHEREAS, the Owner/Developer also deems it desirable in order to accomplish the said purposes to create an Architectural Committee to which shall be delegated the powers of administration of some of the aforesaid functions.

NOW, THEREFORE, for and in consideration of the afore cited considerations, and in further consideration of the mutual covenants, conditions, reservations, servitudes and easements herein created for the benefit of the Owner/Developer, its successors and assigns, and the future owners of the Real Property, the Owner/Developer hereby declares, creates and imposes upon the Real Property the following covenants, restrictions, easements, reservations and servitudes, which are hereby declared covenants running with the land, according to the terms hereof, as follows.

THE REAL PROPERTY SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH SHALL ENCUMBER THE PROPERTY AND SHALL RUN WITH TITLE TO THE PROPERTY.

I. USE AND RESTRICTIONS

1. Real Property Subject to this Declaration.

- (a). Existing Property. The Real Property which shall be held, transferred, sold, conveyed and occupied subject to these Covenants are E-1 through E-8, E-14, E-15, E-21 & E-22 lots shown on a plat of Jocassee Ridge Subdivision, made by Stephen R. Edwards & Associates, Inc. dated December 4, 2002, and recorded in the Register of Deeds Office for Oconee County, in Plat Book A-915 at Pages 5 and 6.
- (b). Additions to Existing Property. Additional Real Property, including existing subdivisions, may become subject to these Covenants without the approval of any purchaser or transferee of the Owner/Developer by filing of record a

Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall automatically extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declaration may contain such additions and modifications of these Covenants as may be necessary to reflect the different character of added properties, but in no event shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration within the existing property as hereinabove described in Paragraph 1.1, without the approval of all property owners, except as hereinafter provided.

- (c). Conflict with Zoning Statutes. In the event of any conflict of the provisions hereof with any zoning ordinances or statutes, or subdivision law or regulation, in effect on the date of recording of these Covenants, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

2. **Single Family Use.** The Property shall be used only for detached, single-family residence purposes, together with the accessory buildings and structures permitted pursuant to Section 6 below. No more than one detached single-family residential dwelling may be constructed on the Property. No condominium, townhouse, duplex, apartment or other multi-family residential uses are permitted on the Property. Further, no camper, trailer, motor home, boat (including, without limitation, any boat docked adjacent to the Property), recreational vehicle, or similar habitable or transportable unit or structure shall be allowed to remain on or adjacent to the Property as a place of residence. The single-family residence restrictions set forth above shall not prohibit the construction of pools, tennis courts, or other recreational facilities or amenities such as are commonly constructed and maintained for the benefit of lot owners within planned unit developments; provided that such recreational facilities or amenities shall be solely for the common use of the owners of lots subdivided from the Property.

3. **Restricted Activities.** The following activities are prohibited on the Property:

- a. Raising, breeding, or keeping of animals, livestock or poultry of any kind, except that dogs, cats or other usual and common household pets (which are registered, licensed and inoculated as required by law) may be permitted on the Property;
- b. Any activity which violates local, state, or federal laws or regulations;
- c. Institutional uses, including but not limited to group homes, day care centers, churches, temples or shrines, rest homes, schools, medical care facilities, lodges, inns, beds and breakfasts; and

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

5. **Quality Craftsmanship/Dwelling Size.** All buildings and outbuildings erected upon the Property shall be built on site of new materials of good grade, quality and appearance, and shall be constructed in a good, workmanlike manner, conforming to all applicable building codes. Further, all dwellings must meet the following construction requirements:

- a. One story dwellings shall not contain less than 1,500 square feet of Heated Living Area (defined below);
- b. One and a half story dwellings shall not contain less than 1,700 square feet of Heated Living Area;
- c. Two (or more) story dwellings shall not contain less than 1,900 square feet of Heated Living Area;
- d. All dwellings and accessory structures shall be completely supported with solid brick, brick or stone covered block, or stucco covered foundation;
- e. Roofs shall have not less than a 6 inch pitch, and not less than 12 inch overhang, and Shall be covered with asphalt or fiberglass shingles, terra cotta tile, real or man-made slate, copper sheathing or wood shingles or pre-painted metal roofing;
- f. The exterior surfaces of all dwellings and accessory structures shall be covered only with brick, stone, hard stucco (synthetic stucco is not permitted), wood, or siding consisting of wood, composite, or vinyl material; provided, that any horizontal siding must be completely supported to maintain a straight and even outer surface and must be fully and properly finished; and
- g. Exteriors of all dwellings and accessory structures must be completed within one year after the commencement of construction, and a certificate of occupancy issued within two years after commencement of construction.

As used herein, "**Heated Living Area**" excludes basement areas (defined as any level in which at least one perimeter wall is below, or partially below, grade), unless such basements areas have two or more perimeter walls above surrounding grade, and such basement areas are fully heated and air-conditioned and constructed to a quality equal to the above grade levels of the dwelling. In addition, Heated Living Area excludes vaulted ceilings areas, attics, unheated porches, attached & detached garages, porte-cochere and unheated storage areas, decks and patios. The term "**story**" shall mean a finished horizontal division of Heated Living Area extending from the floor of such division to the ceiling above it. The term "**half story**" shall mean a story which contains fifty percent (50%) or less Heated Living Area than the story in the house containing the most Heated Living Area.

6. **Permitted Accessory Structures.** No buildings, structures or improvements of any kind may be located on the Property other than one detached, single-family residential home, and following permitted accessory structures:

- a. Storage and shop outbuildings, including detached garages, workshops, storage and utility buildings, greenhouses and similar buildings, not exceeding fourteen (14) feet in height. The total square footage contained within all such outbuildings combined shall not exceed two thousand (2000) square feet. All outbuildings shall be permanently affixed to the Property and shall be covered with the approved exterior materials described in Section 5(f) above.
- b. Recreational structures, including decking, gazebos, covered patios, playhouses, barbecue pits and similar structures. The total square footage contained within such structures when combined shall not exceed one thousand (1000) square feet in area.

7. **Site Development Requirements.** The Property shall be subject to the following specific development requirements.

- a. No portion (or portions) of the Property greater than two thousand (2000) square feet shall be: (i) denuded of ground cover or topsoil, (ii) graded, (iii) excavated or (iv) covered with earth or other natural or man-made fill materials, unless all required building, grading and erosion control permits have been issued by the applicable municipal authorities.
- b. All denuded, graded, excavated or filled areas shall be stabilized and replanted on or before: (i) the thirtieth (30th) day following the initial denuding, grading, excavation, or filling (unless footings and foundations are being installed upon. The disturbed area and construction is being diligently and continuously pursued upon such area); or (ii) such time as construction is completed or interrupted for a period of thirty (30) continuous days. In addition to, or in the absence of local or state government regulations on such land disturbance, none of the activities described in (i) through (iv) in Section 7(a) above shall be allowed to commence prior to the proper installation (in accordance with manufacturer's instructions) of construction silt fencing on the lower perimeters of all area within the Property to be disturbed, and any other areas which may be impacted by silt runoff from any disturbed areas located on the Property.

8. **No Claims.** No owner of the Property or of any Benefitted Property (defined below) shall have any claim or cause of action against Owner/Developer or its affiliates arising out of the exercise, or non-exercise, or enforcement, or failure to enforce, or the

amendment, release or grant of variance with respect to any covenant, condition, restriction, easement or other right reserved hereunder or referred to herein.

9. **No Delay.** No delay or failure on the part of Owner/Developer to invoke an available remedy with respect to a violation of any restriction contained herein shall be held to be a waiver by Owner/Developer of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.

10. **Modifications, Amendment, Variances.** Owner/Developer hereby reserves the right for itself and its successors or assigns, to amend or modify, release, or grant variances with respect to the covenants, conditions, easements and restrictions set forth herein. As used in this Section 11, the term "successors or assigns" shall be limited to Owner/Developer's successors or assigns engaged in the development of the property or any home owner's association.

11. **Reserved Easements.** Owner/Developer hereby reserves unto itself and any successors in title, (i) a ten (10) foot wide easement extending into the subject lot from and along all side Property lines, and (ii) a fifteen (15) foot wide easement for the same purposes from and along any public or private road right of way for utility lines, drainage ditches or facilities, or any other related improvements that may be required by Owner/Developer or its successors or assigns.

12. **Minimum Lot Size.** The Property may not be subdivided any more than as shown on the Jocassee Ridge Subdivision Plats recorded for the development of said subdivision. However, the developer may make such changes as are appropriate in its sole discretion to accommodate construction, aesthetic or topographical convictions.

13. **No Modular or Mobile Homes.** No mobile, manufactured or modular home or structure having the characteristics or appearance of a mobile, modular or manufactured home, including, without limitation, any mobile, modular or manufactured home defined by the building codes or other applicable laws of the state in which the Property is located, shall be located upon the Property.

II. APPROVAL OF PLANS AND SPECIFICATIONS

1. **Architectural Committee.** For the purposes of insuring the development of the Real Property as an area with pleasing aesthetic appearance, no building, structure, fence, wall, utility area, driveway, swimming pool or other structural improvement, regardless of size or purpose, whether attached to or detached from a main residence, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any additions to, or exterior changes in, or alterations thereto be made unless building plans and specifications covering the same, showing the nature, kind, shape, height, size, floor plans, location, materials to be used and orientation on the Real Property, together with such other information as shall be reasonably required by the Architectural Committee, shall have been submitted to and approved in writing by the Architectural Committee hereby

established. Additionally, the Architectural Committee reserves the right and has the power to, and must approve or disapprove the landscaping plan on any lot. Additionally, the Architectural Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these Covenants.

Specifically, prior to the commencement of any construction on any numbered lot in the subdivision, each owner of such lot shall submit to the Architectural Committee upon request any or all of #1-8, may be required in duplicate, plans and drawings, which shall have been prepared in a one-eighth (1/8) scale or larger, and which may include any or all of the following at the sole discretion of the committee:

1. Floor plans
2. Front, rear and side elevations
3. The area of heated floor space
4. Exterior building material to include manufacturer, color and texture
5. Exterior color trim
6. Roofing material, color and pitch (which shall be a minimum of 8/12)
7. Site plans showing foundations of all structures, walks, driveways, fences and drainage plans
8. Landscape design plan showing size and types of plants, trees, grass, etc.

2. **Committee Members.** The Architectural Committee shall initially be composed of Richard Shirley or his appointee. In the event of the failure or inability for any reason of a member to act, or upon any resignation of a member from the Architectural Committee, the vacancy created shall be filled permanently or temporarily, as necessary, by the remaining members of the Architectural Committee.

3. **Successors.** After the sale of all Real Property in the Subdivision by the Owner/Developer, the Architectural Committee as then constituted shall, upon presentation of a request by the legally constituted Homeowners' Association resign, and said Homeowners' Association shall have the right to designate members of the Architectural Committee, and thereafter, the Architectural Committee as so designated shall succeed to all the rights, duties, and powers set out herein. Provided, however, that such request shall be made in writing, and shall be accompanied by a certified copy of the appropriate governing instrument(s) of such organization and such other documents as will show the authority of the person(s) making the demands to represent the Homeowners' Association. Provided, further, that if no such demand is made within one (1) year after the sale of all lots owned by the Owner/Developer in the Subdivision, the Architectural Committee shall designate three (3) owner-residents, subject to such owner-residents' consent, who shall then serve with all powers, duties and responsibilities as set out herein, shall be made by the Homeowners' Association. However, the Architectural Committee has the right to replace members with Homeowners Association members at its discretion.

4. **Standards of Disapproval.** The Architectural Committee shall have the absolute

and exclusive right to refuse to approve any building plan, specification, materials, design, lot grading or landscaping plan of any thing or structure which in the opinion of the Architectural Committee are not suitable or desirable for any reason whatsoever, including purely aesthetic reasons and reasons connected with the future development plans of the Owner/Developer of contiguous lands. In passing upon such matters the Architectural Committee may take into consideration the suitability of proposed materials, the quality of proposed workmanship, harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties.

5. **Failure to Approve and Disapprove.** In the event that the Architectural Committee fails to approve or disapprove any matters within the scope of its authority within thirty (30) days after same have been submitted to it, or in any event, if no suit to enjoin such matter or thing has been commenced prior to completion or the doing of such matter or thing, such prior approval shall not be required and this Covenant shall be deemed to have been fully complied with and no suit or claim shall thereafter be available to the Architectural Committee, to the owner of any Real Property, or the Owner/Developer.

6. **Application Time.** Applications for approval as required herein shall be made to the Architectural Committee in writing, and the date of receipt of such application shall be the timer for the commencement of the running of said thirty (30) days from the date of such submission.

III. WAIVER OF SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS ON LOTS

The Architectural Committee hereinabove constituted under the terms of Article II is hereby authorized and fully empowered by unanimous vote of all of its members to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon the Real Property, or in the use, and failure to use, any of the Real Property the subject hereof, any and all minor violations of any of the requirements set forth in these Covenants, if, in the opinion of all of the members of said Architectural Committee, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved, and provided that such waivers do not violate any Oconee County Ordinance. The waiver, approval or ratification by the Architectural Committee in accordance with the terms of this paragraph shall be binding upon all persons, and the powers of waiver herein conferred upon the Architectural Committee shall be construed liberally so as to affect any matters or things included within the terms and conditions of these Covenants.

IV. AMENDMENTS AND MODIFICATIONS TO COVENANTS

1. **Reservation.** The Owner/Developer reserves and shall have the right to amend

this Declaration of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the Covenants and restrictions herein contained.

2. **Additional Covenants.** No property owner, without the prior written approval of the Owner/Developer, may impose additional covenants or restrictions on any part of the Real Property which is subject to these covenants.

V. TERMS AND ENFORCEABILITY

1. **Enforcement.** If any Owner or his successors and assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any Real Property subject to these covenants as shown on the subdivision Plats to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages and other dues for such violation. Invalidation of any one or more of these covenants by a judgment or Court Order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. The party bringing such enforcement action shall be entitled to recover its reasonable attorney fees and expenses if successful.

2. **Loan Requirements.** If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Veterans Administration or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any Lot in said subdivision unacceptable for any such loan, the Owner/Developer shall have the authority to alter, amend or annul any such Covenants as may be necessary to make any of the Real Property herein acceptable and eligible for such loan.

3. **Term of Covenants.** These Covenants and restrictions, as altered, annulled and amended from time to time as provided for herein, unless released or waived as herein provided, shall be deemed covenants running with the land and shall remain in full force and effect until the first day of January, 2025, and, thereafter, these Covenants shall be automatically extended for one (1) successive period of twenty-five (25) years unless within six (6) months prior to January 1, 2025, a written agreement executed by a majority of the then owners of the Real Property shown on the subdivision plats shall be recorded in the RMC Office for Oconee County, South Carolina, in which written agreement any of the Covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the Real Property then subject hereto, in the manner and to the extent provided in such written agreement.

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VI. DEFINITIONS

The following words when used in these Covenants or in any Supplemental Declaration shall have the following meanings unless the context in which such terms are used shall clearly indicate to the contrary, to wit:

1. **Lot.** "Lot" shall mean and refer to any numbered plot of land shown on any recorded subdivision plat which is intended for use and occupancy as a single-family dwelling and as further defined in Paragraph 1 above.
2. **Plat.** The term "Plat" shall mean and refer to the recorded plat, in accordance with the date and book and page of recording the RMC Office for Oconee County, South Carolina, as set forth in Paragraph 1 above, as well as any further subdivision plats of lots in Jocassee Ridge Subdivision which have been made subject to these restrictions.
3. **Owner/Developer.** The term "Owner/Developer" shall mean and refer to McShire Associates, Inc., the present owner and developer of Jocassee Ridge Subdivision or any successors, assigns thereof or future party engaged in the development of the Real Property made subject to these restrictions.
4. **Homeowners' Association.** The term "Homeowners' Association" shall mean and refer to the Homeowners' Association, duly and lawfully established under the laws of the State of South Carolina, for Jocassee Ridge Subdivision.
5. **Covenants.** The term "Covenants" shall mean and refer to the within Declaration of Covenants and Restrictions applicable to Jocassee Ridge Subdivision as now or hereafter amended, modified, and extended to include additional properties.

VII. LIMITATION OF LIABILITY

Conflicting language hereinabove to the contrary notwithstanding, any property owner may rely on the decision of the Architectural Committee, and such property owner as may act in conformance with the decision(s) of the Architectural Committee affecting his property, made upon his request to the Architectural Committee as prescribed herein, shall be presumed to be in the conformity with this Declaration of Covenants unless such decision shall have been procured upon a willful misstatement of fact. Decisions of the Owner/Developer and/or the Architectural Committee, including Supplemental Declarations of Covenants, shall also be presumed to be in conformity with this Declaration of Covenants and its scheme and design.

VIII. RECREATIONAL FACILITIES, COMMON AREAS, ROADS AND MAINTENANCE CHARGES

1. All numbered lots on the recorded plats of Jocassee Ridge Subdivision shall be

subject to an **annual maintenance charge or assessment** which shall be hereby established at an initial rate of Two Hundred Fifty (\$250.00) Dollars per year, based upon a calendar year. The first full annual assessment in the amount of Two Hundred Fifty (\$250.00) Dollars shall be due and payable in advance on the January 1st next following the date of closing of or purchase of a lot in such subdivision and thereafter shall be due and payable in advance on each and every succeeding January 1. When Grantee of a lot in the subdivision obtained from the Owner/Developer hereafter takes title to a lot in the subdivision such Grantee shall pay unto the Owner/Developer, or the Association if then in existence, a **proportional share of the annual assessment** then in effect that calendar year, to be calculated from the date of closing of such sale to the end of such calendar year, such amount to be due and collected at such closing. Special assessments may be determined necessary from time to time by the Owner/Developer, or the Association when established, to cover expenses in excess of the proceeds derived from the annual assessment referred to above. Thereafter, the annual assessment amount shall remain the same until it is increased, decreased or discontinued, as from time to time may be determined by the Owner/Developer, or Association when established. Any special assessment found necessary to carry out the purposes of these covenants by the Owner/Developer, or Association when established, shall be due and payable when invoiced to the lot owners. The amount so paid by the lot owners shall be administered by the Owner/Developer, and thereafter by the Association when formed, and may be used for the functions hereinafter set forth, and it is expressly stipulated that the Owner/Developer or the Association has the power to perform any and all said functions but that they are under no duty to perform or may discontinue to perform at any time any of the functions, to wit:

- a. For the payment of the necessary expenses for the operation of said Association, and,
- b. For improving, cleaning and maintaining the common areas in the subdivision including any retention ponds which may be deeded by the Owner/Developer to aforementioned Association; and,
- c. For caring for vacant and unattended land, if any, within the subdivision, removing grass and weeds therefrom and doing any other thing necessary and desirable in the opinion of the Owner/Developer, or the Officers of the Association, for keeping such property neat and in good order for the general benefit of the property owners in said subdivision; and,
- d. For payment of expenses incidental to maintaining street lights, and entrance lighting and subdivision signs; and,
- e. For any expense incident to the enforcement of these protective covenants and restrictions; and,
- f. For such other purposes as in the opinion of the Owner/Developer, or the

Officers of the Association, may be necessary for the general benefit of the property owners in the subdivision including, but not limited to, procurement of a Premises Liability Insurance policy for the common areas of the subdivision.

2. There shall be an **additional annual charge** of One Hundred Dollars (\$100.00) to each numbered lot for the purpose of establishing a **road maintenance fund**. These funds shall be segregated and separate from the general funds paid in Paragraph 1 above. These funds may only be used for the maintenance, improvement or other road related expenditure for roads within Jocassee Ridge Subdivision. Any interest, dividends or other income from this fund shall be returned to this fund. The road maintenance fund annual charge or assessment shall be levied and enforced in the same manner as the annual assessment described herein.

3. The annual and special assessments referred to hereinabove shall constitute a lien upon all lots or portion of lots owned in the subdivision. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the legal rate of interest provided by the Statute Laws of the State of South Carolina on Judgments. The acceptance hereafter of a deed by Grantee to a lot in the subdivision shall be construed to be a covenant by the Grantee to abide by the provisions hereof and to pay said assessments, which assessments shall run with the land and be binding upon said Grantee, the Grantee's successors, heirs and assigns, forever. No person or entity may waive or otherwise escape liability for such assessments hereunder by virtue of alleged non-use of the common areas of the Association or abandonment of property in the subdivision.

4. Once established and when operated by the lot owners in the subdivision, the Association shall have the right to suspend the voting rights of a lot owner for any period in which any assessment on such lot owner's property remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations. In addition, the Association shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by this instrument. In the event of non-payment of any assessment as set forth herein by any lot owner in the subdivision the Association may bring an action at law for judgment against the owner of such lot personally obligated to pay the same and/or foreclose a lien against such lot in the same manner that a real estate mortgage is foreclosed, and interest, costs and reasonable attorney's fees shall be added to the amount of such assessment to be collected from such lot owner. Until such Association is formed, the Owner/Developer shall have the rights reserved unto the Association as aforesaid. The lien of the Owner/Developer, or the Association when formed, against a lot in the subdivision must be established by, and shall be effective from the time of filing of a Notice of the Lis Pendens in the RMC Office for Oconee County. Failure by the Owner/Developer, the Association, or any lot owner, to enforce any covenant or restriction or lien herein contained shall in no event be deemed a waiver of the right to do so.

5. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or lien of any laborers, contractors, or material men furnishing labor and materials in connection with the construction of improvements located on any lot in the subdivision, unless prior to the filing thereof a Notice of Lis Pendens has been filed by the Owner/Developer or Association for foreclosure due to non-payment of such assessments. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to foreclosure of a mortgage or material men's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens had been filed by the Owner/Developer or Association for foreclosure due to non-payment of such assessments. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to foreclosure of a mortgage or material men's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens had been filed by the Owner/Developer or Association to enforce the collection of any assessment charges that shall become payable after the acquisition of title by a subsequent bonafide purchaser for value.

6. The annual or special assessments provided herein to be levied by the Owner/Developer, or the Association when formed, shall not apply to any lot so long as it is wholly owned or partially owned by Owner/Developer.

7. As used herein, the term Owner/Developer shall mean McShire Associates, Inc., its successors or assigns or future party engaged in the development of real property made subject to these restrictions.

8. The agent or employees of the Owner/Developer, or the Association when formed, shall be hereby authorized to enter upon any lot for the carrying out of any function set forth above.

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IN WITNESS WHEREOF, the undersigned Owner/Developer, of Jocassee Ridge Subdivision, has caused this Declaration of Covenants and Restrictions to be executed this date and year first above written.

IN THE PRESENCE OF:

MCSHIRE ASSOCIATES, INC.

Dorrie Holcomb

Richard Shirley

BY: Richard Shirley

ITS: President

Etta R. Smith

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me the undersigned witness, who after being duly sworn, states that (s)he saw the within named corporation, by its duly authorized and acting agents and officers, sign, seal and as its act and deed deliver the within written Declaration of Covenants, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Dorrie Holcomb

SWORN to before me this 25th day of January, 2003.

Etta R. Smith (L.S.)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 10-14-07

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REGISTER OF DEEDS
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