

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

RESTRICTIVE COVENANTS AND ROAD
MAINTENANCE AGREEMENT APPLYING TO
PROPERTY CONTAINING 800 ACRES, KNOWN AS
HIGH MEADOWS PROPERTIES

The Cliffs at Keowee, Inc., owner of property shown on plat prepared by Robert Threatt, Surveyor, containing 800 acres, known as High Meadows Properties, located off Hidden Valley Road in the County of Pickens, State of South Carolina, hereby subjects the said property to the following restrictions as to use by whomsoever owned, to-wit:

1. All property within the tract shall be Residential Property. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage, guest house, or guest quarters over garage or barn and other non-commercial outbuildings such as horse barns, stables, or workshops.
2. No noxious or offensive activity shall be carried on upon any of the property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business, trade, or commercial activity of any kind shall be conducted in any building or on any portion of any of the property, except the boarding and breeding of horses.
3. No trailer, basement, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily, or permanently, nor shall any structure of a temporary character be used as a residence, except as permitted in paragraph 8.
4. The ground floor area of the main structure, exclusive of one story porches and garages shall be not less than 1200 square feet. Total on all stories shall be 1600 square feet minimum. No building shall be located nearer to the right of way margin than 40 feet. No building shall be located nearer than 50 feet to any side or rear lot line of any property within the High Meadows Properties.
5. Tracts within the High Meadows Properties may be subdivided as follows:
 - (a) Tracts containing 39 acres or less may not be subdivided.
 - (b) Tracts containing 40 to 50 acres may be subdivided provided that the initial subdivision of the tract creates no less than a 25 acre tract and acres which cannot be subdivided.
 - (c) Tracts containing 50 acres or more may be subdivided provided that each tract to include that retained by the subdivider must contain 25 acres or more. Under no circumstances may an owner of any plot, sell, lease, or permit the use of any said plot as a way of entrance to any other property, outside the boundaries of the High Meadows Properties tract without the written consent of The Cliffs At Keowee, Inc. The Cliffs At Keowee, Inc. reserve the right for itself and its successors and assigns, to use the roads within the High Meadows Properties tract for access to properties outside the tract, and also the right to grant a right of way over the said roads to such others as it may in writing designate, provided others pay their share.
 - (d) Owner reserves the right to sell one entrance tract containing less than 15 acres with all other tracts to consist of no less than 15 acres.
6. Any fuel storage tank, satellite dish, antenna, etc., shall be placed or maintained away from joint use roadways in an inconspicuous manner.
7. No property owner shall engage in any activity which will result in the deposit or accumulation of trash, refuse, debris, or other objectionable matter.
8. Camping in a tent, recreational vehicle, or motor home shall be limited to 60 days per year. However, property owners may use motor home, etc. as a residence up to six months while home is under construction.
9. No house trailer, disabled vehicle, unsightly machinery or other junk shall be placed on any lot, either temporarily or permanently. A properly designated representative of the Land Owner's Association may, at the owners expense, remove any such house trailers, disabled vehicles or unsightly machinery or junk, from any lot. However, this shall not be construed as prohibiting the parking or keeping of travel or horse trailers, or maintenance equipment, so long as they are maintained in a sightly manner.
10. The exterior of the residence must be completed in twelve (12) months from the time that construction starts.

EXHIBIT 1

- 11. No motor bike, trail bike, all terrain vehicle or any other noisy vehicle that will adversely affect the tranquility and the environmental integrity will be permitted on the property.
- 12. Up to 3 horses or cows per 10 acres will be allowed. Any part of an animal shall be construed as a whole animal.
- 13. Domestic pets must not be allowed to adversely affect wildlife or tranquility of the environment. Pets must be confined to lot owners property.
- 14. Owners clearing land for pasture, homesite, garden, etc., are required to stabilize soil as soon as possible. In the event a property owner neglects erosion control, any property owner shall have legal right to seek court action to enforce compliance.
- 15. Easements for the installation of utilities and the maintenance thereon are reserved over the front twenty-five (25) feet for the entire distance of the front property lines.
- 16. Exteriors of building shall be constructed of durable materials, not to include ribbed metal or translucent fiberglass siding or roofing, unprotected chimneys of metal chimneys shall not be left exposed to the view of others. No incense or fluorescent paints shall be used externally, nor highly reflective surface treatments of any sort, nor paint or other decoration applied in stripes, dots, or other repetitive geometric shapes. Except for temporary holiday decorations, no brightly colored or artificially lighted exterior lawn or yard decorations shall be placed on any lot so as to be visible to others. Mailboxes shall be of a Postal Service approved type, and shall be sturdily supported by something other than parts of machinery, chains, milk cans or similar articles. Fences, if erected, shall be made of some uniform material, and shall not be constructed of barbed wire.
- 17. TERM: These covenants are to run with the land and shall be binding on all property owners of High Meadows Properties containing 800 acres (and later such lots as the developer may subject hereto) for twenty (20) years from the date these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, but does not apply to the Road Maintenance Agreement.
- 18. SEVERABILITY: Invalidation of any one of these covenants by judgment of Court Order shall in no way affect any of the provisions which shall remain in full force and effect.
- 19. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

ROAD MAINTENANCE AND LAND OWNERS' ASSOCIATION:

- (A) Until January 15, 1997, the upkeep of the roads within the High Meadows Properties shall be the responsibility of the developer. On that date responsibility for road maintenance shall vest in the lot owners, acting through their Land Owners' Association, described below. Until that date, the annual road maintenance fee shall be payable to the developer. Thereafter, it shall be payable to the Land Owners Association. As of January 15, 1997 the developer as a voting and contributing member of the Land Owners' Association shall pay annual road assessment dues on unsold platted tracts.
- (B) The annual fee for road maintenance shall initially be two hundred fifty dollars (\$250) per year for lots up to 30 acres in size, and three hundred dollars (\$300) for lots 31 acres to 50 acres. The fee for all tracts over 50 acres shall be four hundred dollars (\$400). After January 15, 1997, the amount of the annual road maintenance fee shall be set by majority vote of the members of the Association taken at a regularly scheduled meeting at which a quorum

is represented, either in person or by proxy. However, the above-mentioned provision as to proration of the fee by lot size cannot be changed. Ninety percent of the road maintenance fund must be used only on items directly affecting roads. (Examples - grading, grave and maintenance of entry gate, if installed). The remaining ten percent may be used for beautification and miscellaneous expenses. The failure of a lot owner to pay the annual fee shall incur a lien on the lot involved, which the developer or the proper officers of the Land Owners Association are authorized to file of record. The maintenance fee for any given year shall be due and payable by January 15th of that year, and shall accrue interest thereafter until paid at the annual rate of fifteen percent (15%). This interest and the costs of filing the lien referred to above shall be added to the maintenance fee, and shall be paid before the lien is removed.

- (C) In addition to filing the lien for road maintenance, the developer or the proper officers of the Land Owners' Association shall have the authority to bring a legal action in the appropriate court for judgment and levy, as a means of perfecting such lien.
- (D) Each owner of a lot within the High Meadows Properties shall be a member of the Land Owners' Association, which is an unincorporated association. Each lot shall be represented by one vote. The Land Owners' Association shall convene annually on a date and at a place selected by its bylaws; but unless changed by the bylaws, the annual meeting shall be held at noon on the Sunday before Labor Day on each year, (beginning with August 31, 1997) at Cherokee Foothills Realty. While the developer continues to own property within the High Meadows Properties tract, or any adjoining acreage incorporated in and referenced to these covenants, the developer shall have one vote in the Land Owners' Association for each unsold platted tract it owns. A quorum at any annual meeting of the Association shall consist of a simple majority of the possible votes in the Association at that time. Any additional property accessed by the High Meadows Properties road system will be developed in a like manner and subject to the road maintenance agreement. For any change except annual fee charge (covered in Paragraph B) an eighty percent (80%) majority vote will be required to alter the road maintenance agreement.

The Cliffs At Keowee, Inc. agrees to and guarantees the following:

- (A) That all tracts will meet the specifications set forth by the Pickens Health Department for Septic Tank Percolation.
- (B) That all tracts will be conveyed with insurable title.
- (C) That all tracts will have access to electric power and telephone service.
- (D) That all tracts will front on paved or all weather grave roads.

IN TESTIMONY WHEREOF The Cliffs At Keowee, Inc. has hereunto set its hand and seal, this the _____ day of _____, 1996.

The Cliffs At Keowee, Inc.
BY: James B. Anthony (Seal)
President

ATTEST:

Gary Waldron
Secretary

WITNESSED: Nancy B. Baldsmith
Miriam W. Waldrop

SOUTH CAROLINA
PICKENS COUNTY

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that _____ personally appeared before me this day and acknowledged that he is Secretary of The Cliffs At Keowee, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by _____ self as its _____ Secretary.

WITNESS my hand and notarial seal this the _____ day of _____, 1995.

Notary Public

My Commission Expires

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

PROBATE

PERSONALLY appeared before me the undersigned witness, who on oath deposes and states that she saw the within named James B. Anthony, President and Gary Waldron, Secretary of The Cliffs at Glassy, Inc. sign, seal and as their act and deed deliver the within written instrument for the purposes herein stated, and that she with Miriam W. Waldrop witnessed the execution thereof.

SWORN to before me this
_____ day of _____, 1996.

Miriam W. Waldrop L.S.
NOTARY PUBLIC FOR SOUTH CAROLINA

3/7/99

Nancy B. Baldsmith