

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

AMENDED DECLARATORY STATEMENT OF COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND

CHICKASAW POINT SUBDIVISION

Part I

The use of all property now or to be included within Chickasaw Point will be governed by this AMENDED DECLARATORY STATEMENT OF COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND. The Statement is written to assure that the community is developed and maintained in a consistent and beneficial manner, and to protect the values of property owners' investment.

This declaration was initially recorded by Russwood of S.C., Inc., a South Carolina Corporation, on April 16, 1971 in the office of the Clerk of Court of Oconee County, South Carolina to run with the land upon certain property in Oconee County known as Chickasaw Point Subdivision as shown on Plat Book P-34, at page 57, said instrument being recorded at Deed Book 11-A, at page 118, records of Oconee County, South Carolina.

Russwood of S.C., Inc. was succeeded by Hartwell Properties, Inc., and subsequently Chickasaw Association, Inc., a Non-Profit Property Owners Association.

Subsequent supplements and amendments to this declaration statement have been recorded in Plat Book P-48 at page 93 on December 2, 1981; and in Deed Book 11-A, at page 118 on September 20, 1982; and in Deed Book 11-A, at page 118 on June 29, 1990; and in Deed Book 11-A, at page 118 on December 17, 1997.

WHEREAS, the Covenants and Restrictions, as set forth in section numbered 22, authorizes the change, alteration, amendment or revocation, in whole or in part, of the Restrictions, Covenants, Conditions and Agreements contained therein, whenever the Individual and Corporate Record Owners of at least 2/3 of platted lots so agree in writing, and,

WHEREAS, it has become appropriate and desirable to amend the terms and conditions of the Declaratory Statement of Covenants and Restrictions to run with the land, so as to allow said covenants and restrictions to continue to apply to the subject premises, or other merged or incorporated areas, and to strengthen, enhance, better explain and better inform the owners of lots subject to the covenants and restrictions, and,

WHEREAS, the amendments, modifications and alterations contained herein have been approved by the required number of property owners, as set forth in section numbered 22 of the covenants and restrictions, said approval being certified by the Board of Directors of Chickasaw Association, Inc., and the owners of the lots of the subdivision as set forth by the signatures attached hereto:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declaratory Statement of Covenants and Restrictions to run with the land are hereby amended, modified and altered to read as follows:

PART II

DEFINITIONS

1. **ASSOCIATION** means the Chickasaw Association, Inc., a Non-Profit South Carolina Corporation, and is the Property Owner's Association of Chickasaw Point Subdivision.
2. **BOARD** means the Board of Directors of Chickasaw Association, Inc., which is the responsible body to administer and enforce the Covenants and Restrictions set forth in this declaration.
3. **BYLAWS** mean the Bylaws of the Association.
4. **COMMITTEE** means the Architectural Compliance Committee.
5. **DECLARANT** means Chickasaw Association, Inc.
6. **DECLARATION** means this Declaration of Protective Covenants and Restrictions, dated April 11, 2001, as same may be supplemented or amended from time to time.
7. **SUBDIVISION** means Chickasaw Point Subdivision as shown on those plats recorded at Plat Book P-34, at page 57, and at Plat Book P-48, at page 93, Records of the Clerk of Court in and for Oconee County, South Carolina, and all other plats and maps as may be recorded from time to time.
8. **IMPROVEMENT** MEANS ALL BUILDINGS, OUT-BUILDINGS, STREETS, ROADS, DRIVEWAYS, PARKING AREAS, FENCES, RETAINING AND OTHER WALLS, HEDGES, POLES, ANTENNAS, AND ANY OTHER STRUCTURE OF ANY KIND OR TYPE, AND SHALL MEAN AND INCLUDE ANY IMPROVEMENT, CHANGE OR MODIFICATION OF THE APPEARANCE OF A LOT OR UNIT FROM THE DATE OF FINAL APPROVAL OF THESE COVENANTS.
9. **LOT** means any numbered lot designated on the plat or as may be merged or incorporated as a lot and/or lands, by action of the Board.
10. **OWNER** means any person, corporation or other legal entity, other than the Association, who holds title to any lot and/or any person or legal entity who has contracted to purchase any

lot pursuant to a written agreement. Title shall include, but not be limited to, title obtained through contracted sale, sheriff's sale, tax sale, sale by the direction of a bankruptcy trustee, devise and descent, gift or by quit claim deed.

11. **T AREAS AND P AREAS** means those parcels or tracts as so indicated on the plat of the subdivision.

12. **PLAT** means the maps or surveys of any lot, or parcel of property within the subdivision which has been or from time to time are filed with the Register of Deeds of Oconee County, South Carolina, where land records within Oconee County are filed.

13. **SINGLE FAMILY DWELLING** means a residential dwelling constructed for the purpose of housing a single family unit, the members of which will normally be related by blood, marriage or legal adoption.

14. **LAKE HARTWELL** means Lake Hartwell and all lands under the control and jurisdiction of the United States Army Corps of Engineers which are adjacent to the subdivision.

15. **UNIT** means a lot with a residential dwelling constructed thereon.

16. **WATERLINE** means the 660 foot elevation contour line of Lake Hartwell.

17. **MERGED OR INCORPORATED** means any lands merged and/or incorporated into the subdivision by action of the Board.

18. **CAPITAL IMPROVEMENT** means something done or added to real property as a corporate owned amenity which improves the property.

19. The use of the Masculine Pronoun shall include the Neuter and Feminine, and the use of the Singular shall include the Plural where the context so requires.

Part III

LAND USE RESTRICTIONS

The following Property Rights shall apply to the property which is subjected to this declaration.

SECTION 1. (A) USE OF LOTS. Lots shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling and such out buildings as are usually accessory to a single residence dwelling, including a private garage, subject, however, to the conditions, restrictions and covenants contained herein. No commercial buildings shall be constructed on any lot. No trade or business of any kind may be conducted on any lot including business uses ancillary to primary residential use, except that the Owner or Resident residing may conduct business activities so long as (i) the existence or operation of the business activity is not apparent by sight, sound or smell from the exterior of the lot; (ii) the

business activity otherwise conforms to this Declaration and applicable rules and regulations; (iii) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (iv) the business activity is consistent with the residential character of the area and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

(B) USE OF T AREAS, P AREAS AND COMMON AREAS. The Association may establish rules and regulations for the use of all T areas, P areas and common areas, and such rules shall apply to all persons using such facilities.

(C) PROHIBITION OF TIMESHARE OR RENTAL UNITS. No lot or improvement thereon shall be used, sold, developed, divided or in any way used as a timeshare program or ownership as that term is defined by Section 27-32-10, Et. Seq., of the South Carolina Code of Laws, 1976, as amended. No lot or improvement thereon shall be constructed and/or used Primarily for rental use.

SECTION 2. SUBDIVISION OR MERGER OF LOTS. No lot may be subdivided or boundary lines changed without Board approval, and not more than one single family residence may be erected or constructed on any one lot. Upon approval lots shall be joined and merged by ownership deed and recording with the Register of Deeds of a property line agreement with a survey by a registered S.C. Surveyor showing the merger of the lots for discovery in any title search, in the following manner:

(A-1) TWO OR MORE full lots may be joined and merged where permanent construction of the residence is on or upon adjoining side lot lines of all lots joined or merged. Lots joined or merged in this manner shall be assessed the equivalent of one developed lot and one-half assessment of an undeveloped lot for each lot merged and shall be considered one lot for vote eligibility. Lots merged prior to May 1, 2008 shall be grandfathered, that is they will be assessed as one lot, as long as present ownership remains the same. Upon transfer of ownership, the property shall be assessed at the rate of one developed lot and one-half assessment of an undeveloped lot for each other lot merged and shall be considered as only one lot for vote eligibility.

(A-2) LOTS MAY BE joined or merged to an adjacent lot on either or both sides of a developed lot. Lots joined or merged in this manner shall be assessed the equivalent of one developed lot and one-half assessment of an undeveloped lot for each lot merged and shall be considered as only one lot for vote eligibility.

(B) ONCE LOTS are joined or merged they shall not be divided or de-merged without Board approval. If this approval is granted, all assessments that would have been due if the lot had never been merged shall be paid.

(C) AN UNDEVELOPED LOT between two developed lots may be divided and/or merged in order to increase the size of the two developed lots. Any divided lot shall be assessed on a proportional basis to the owners of the affected lots. No partial lot shall be considered eligible for a vote.

Part IV

BUILDING REQUIREMENTS

SECTION 3. (A) PURPOSE, POWERS AND DUTIES OF THE ARCHITECTURAL COMPLIANCE COMMITTEE (Committee). The purpose of the committee is to (1) Administer and enforce the building related Covenants and Restrictions set forth in this declaration; (2) Assure that the installation, construction or alteration of any structure on any lot is submitted to the committee for approval as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the subdivision and with the standards of the development of the subdivision, and, as to the location of structures with respect to topography, finished ground elevation and surrounding structures.

(B) MEETINGS. The committee shall hold such meetings as required, or called for by the Board, or the Bylaws.

(C) ACTION OF MEMBERS OF THE COMMITTEE. Any member or appointee of the committee may be authorized by the committee to exercise full authority of the committee in matters relating to building location, conformance to exterior appearance and materials as specified on approved plans, and procedures over which the committee has authority as may be specified by these covenants and restrictions, the Bylaws of the Association or by resolution of the committee. The action of such member or appointee with respect to the matters specified shall be submitted to the committee for review and disposition by the committee.

(D) NOTICE AND HEARINGS. The committee shall approve, deny or approve subject to amendment, any submitted house plans or other improvement plans, any request for variance or waiver concerning set back or easements or building location or other such matter as may come before the committee within fifteen (15) days of such request being received, unless a longer time is required by the committee. However, nothing herein shall allow the granting of a waiver or variance of the required square footage as set forth in Section 7 (A), or the prohibited structure restrictions as set forth at Section 7 (J).

Notice of any hearings and procedures therefore, shall be given to the applicant at least ten (10) days prior to such hearings. The Committee shall promulgate its own procedures, but, such procedures shall in no way deny any applicant the right to present information, either in written form or by oral testimony, to the Committee at such hearing.

Notice of the decision of the Committee shall be sent to the applicant within five (5) days of said decision, to the applicant's address as set forth in the application.

(E) APPEAL. Any applicant may appeal any decision of the committee to the Board of Directors of Chickasaw Association, Inc., by serving notice of such appeal upon the Committee at the address of the Committee, within ten (10) days of the date of the mailing of the decision of the Committee. The Board shall hear the appeal within fifteen (15) days of the receipt of the appeal, giving applicant no less than ten (10) days notice of the date and time of the appeal hearing, receive any information it may see fit, and shall give notice of the Board's decision within ten (10) days of the close of the appeal hearing, and shall promulgate its procedures for such appeals.

SECTION 4. APPROVAL OF PLANS. No building, fence, wall, road, driveway, parking area, tennis court, swimming pool or other structure or improvement of any kind shall be erected, placed, altered, added to, modified, maintained or reconstructed on any lot or unit until the plans therefore, and the proposed location thereof upon the lot shall have been approved in writing by the Architectural Compliance Committee (Committee). Before taking any action requiring approval under this section, an owner shall submit to the Committee two (2) complete sets of final plans and outline specifications, showing proposed starting and completion dates, and a site plan.

(A) THE SITE PLAN shall show driveways, patios, decks, associated buildings, planned fences, walls, road, culverts, parking area, tennis court, swimming pool or any other structure or improvement of any kind, exterior elevations and materials, colors and finishes. The site plan shall also show the landscape layout which shall include, as a minimum, finish grading of all areas disturbed by construction activity, and a DRAINAGE PLAN depicting culvert locations and other means for controlling surface water run-off. This drainage plan must detail control for water run-off both during construction (silt fences, French drains, etc.) as well as final drainage control features and details.

All plans and specifications shall meet minimum requirements of the International Residential Code and other applicable codes existing at the time. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written approval of the Committee. Neither the Committee nor any person or party to whom the Committee shall assign such functions shall be responsible or liable in any way for the performance of any builder or for any defects in any plans or specifications approved in accordance with the foregoing, nor for any structural defects in any work done according to such plans or specifications. Approval of any one series of improvements hereunder shall not waive the Committee's right to disapprove subsequent improvements to the same unit.

SECTION 5. BUILDING LOCATION. Since the establishment of inflexible building setback lines for locating houses or other structures tends to force construction of buildings both directly behind and to the side of other homes or buildings, with detrimental effect on privacy, view, preservation of important trees, etc., the minimum specific setback lines are established by these covenants and restrictions in addition to those which may be required by applicable governmental rules and regulations and those which may be shown on recorded plats which shall be observed. The Committee shall approve site and location of any proposed house, dwelling, building, or other structure or improvement upon all lots or units. Such location shall be determined, however, only after reasonable opportunity is afforded the owner to request a specific site. No improvements shall be placed or erected within or beyond the Corps of Engineers line fronting on Lake Hartwell. The minimum setbacks shall be such that: no porch or projection or eaves or other part of any building or other improvement shall extend nearer than thirty (30) feet from any road right-of-way; nor nearer than ten (10) feet from any side or rear property line adjoining another residential lot or T or P area.

All conditions must comply with present and future regulations and ordinances adopted by Oconee County and the State of South Carolina.

An owner may request in writing to the Committee a waiver of this requirement. The Committee may, under reasonable circumstances, grant such a request where the resulting appearance of the unit is likely to preserve the overall appearance scheme and design of the subdivision, except that no waiver or variance shall be granted as to the required ten (10) foot set back line as to adjoining lot side lot lines as set forth above.

There is reserved an easement of 15 feet in width along both sides of all road rights-of-way and such easement 7.5 feet in width along the side lines of each lot, together with the right of ingress and egress thereon for the installation, operation, maintenance and servicing of utility lines and facilities and for drainage ditches and appurtenances thereto, together with the right to trim, cut or remove any structure, trees or brush necessary for the above purposes. Where an owner of two or more lots, the sides of which adjoin constructs a building which will cross over or through a common lot side line prior to the installation of any utility lines across such easement, said consolidated lots shall not be subject to the aforementioned 7.5 foot easement along the line common to both lots.

SECTION 6. ATTACHMENT OF UTILITIES. No dwelling shall be occupied until connection has been made to the central water and sewer system. No permanent outside toilets shall be allowed. Owner shall not drill or permit the drilling of a water well upon any lot.

SECTION 7. OTHER BUILDING REQUIREMENTS. The requirements set forth below are in no way to be construed as limiting the exercise of the Committee's discretion pursuant to Sections 3 and 4 above.

(A) MINIMUM SIZE. After July 1, 2006, each residence shall have a minimum of 1700 square feet of heated living space in all single-family residences, and not less than 1200 square feet of heated living space on the main floor of residences of more than one floor. Any space constructed below grade on all elevations cannot be counted as heated living space regardless of its use or its being heated. The main floor must be constructed entirely above grade on all elevations. In addition, a garage must be provided for a minimum of one vehicle. In the event that the topographic conditions are such that the providing of a garage is prohibitive a waiver may be granted by the ACC.

(B) MATERIALS AND COLORS. Each residence and other structure shall be constructed only of solid or permanent materials, and in colors harmonious with the development and approved in writing by the Committee. Open pier construction shall not be permitted without prior written approval from the Committee. Exposed block or foundation wall shall be finished with approved materials; i.e., paint, stucco, brick, etc.

(C) DRIVEWAYS AND PARKING SPACES. All new homes shall have driveways and parking spaces constructed with a surface composed of material such as but not limited to concrete, blacktop, bricks and/or pavers. All such materials are to be approved in writing by the Architectural Compliance Committee and any culverts, pipes or conduits for water placed in or under driveways shall be covered at points of protrusion from driveways or the ground with materials approved by the Committee. Existing driveways and parking spaces may be expanded using the same material consistent with the material used in the abutting/contiguous existing paving. It is required that all driveways and parking spaces be maintained to be free of vegetation and dirt at/on the surface. In order to minimize migration of the gravel into surrounding surfaces all gravel paving areas must be properly delineated with an approved edging. Approval must be obtained in writing from the Architectural Compliance Committee for any changes to the existing driveways and parking spaces.

There shall be a minimum of two (2) hard-surfaced automobile parking spaces connected to the driveway for each single-family residence constructed on any lot. Owners may request in writing to the Committee a waiver of this requirement to allow only one (1) automobile parking space. The committee may under reasonable circumstances grant such a

request where the resulting appearance of the unit is likely to preserve the overall appearance, scheme and design of the Subdivision.

(D) COMPLETION SCHEDULES. The exterior of all residences and other structures must be completed within six (6) months after commencement of construction and the landscaping on such unit must be completed within one hundred twenty (120) days thereafter, except, in each case where, in the sole discretion of the Committee such completion is not possible or would result in great hardship to the owner or builder due to weather, strike, fire, national emergency or natural calamity.

(E) ELECTRICAL AND ELECTRONIC SERVICES. All electrical service, cable television and telephone lines shall be placed underground, and no exterior pole, tower, antenna or other device for the transmission or reception of television signals, radio signals or any other form of electronic radiation, or for any other purpose, shall be erected, placed or maintained on any lot except as approved in writing by the Committee. Further, the design, type, location, size, color and intensity of all exterior lights, exclusive of standard and usual types of entrance lighting, shall be subject to control by the Committee and only such exterior lighting as shall have been approved in writing by the Committee shall be installed or used on any lot.

(F) EQUIPMENT. Mechanical equipment, fuel or water tanks and similar storage receptacles, (other than heating or air conditioning equipment), shall be installed only within the main dwelling, within an accessory building, buried underground, or otherwise located or screened so as to be concealed from view of neighboring units, streets and adjacent property. Heating and air conditioning equipment shall be installed in such location as will, to the maximum extent possible, not be readily visible to the view of neighboring units, streets and adjacent property.

(G) CLEARING. There shall be no clear cutting of any wooded lot allowed without the prior written approval of the Committee. However, any vegetation six (6) inches or less in diameter, as measured one (1) foot above ground, may be removed at any time without approval. Seventy-five (75) percent of vegetation over six (6) inches in diameter, as measured one (1) foot above ground, before or after construction of a residential dwelling shall be preserved. However, any vegetation that is diseased, dead or dangerous may be removed.

(H) DRAINAGE. Each owner shall be responsible for any drainage problems existing on their property at the time of purchase regardless of the cause, or resulting from the grading of the property for construction of approved buildings, driveways, landscaping, etc. No right is granted to drain runoff onto adjacent property. When erosion on any lot on which construction is to be started is a result of drainage from an existing culvert/drain which is an integral part of roadway design, the Board will evaluate the problem and determine a solution with the owner. Under normal conditions, the actual installation of the drainage system on the owner's property, along with the cost of material, shall be at the owner's expense.

(I) TEMPORARY STRUCTURES. No structure of a temporary character shall be placed upon any lot at any time, except for shelters used by a building contractor during the course of construction. Such temporary shelters may not, at any time, be used as residences, nor be permitted to remain on the lot after completion of construction.

(J) PROHIBITED STRUCTURES. No mobile home, house trailer, factory or manufacturer assembled homes, tent, shack, barn, or other outbuildings or structure (except accessory buildings otherwise permitted hereunder), shall be placed on any lot at any time, either temporarily or permanently; provided, however, approved temporary buildings and the like shall be permitted for construction purposes only during the construction period of the residence.

Modular buildings (i.e. manufactured partially or wholly assembled) may be considered for approval if they meet, as a minimum, the criteria established in these covenants and shall be defined as a residence manufactured in whole or in part off-site and transported to the point of use for installation as a finished structure not designed for removal to another site. A modular building shall comply with the standards set forth in the South Carolina Modular Buildings Construction Act of 1984 and bear the Certification Seal of the South Carolina Building Code Council.

(K) ACCESSORY STRUCTURES. Without the prior approval of the Committee, no accessory structures shall be placed, erected or maintained upon any part of any lot.

(L) FENCES. Fencing along property lines has been judged to be not in conformity and harmony with the existing standards of the subdivision and will not be approved. However, fencing for animal/pet control may be installed to the rear of the residence. This does not exclude approval for limited use of decorative fence at or near lot corners and drive entryways. No fence shall exceed four feet in height. The following are the types of fencing that may be considered: (1) Picket, (2) Split rail, (3) Board rails, (4) Colonial split stacked railing, (5) Wrought iron.

(Note: Welded wire fabric may be attached on the inside of the above. All fencing fabric must be green or black vinyl coated. All wire will be supported with top rail.)

SECTION 8. COMPLIANCE WITH APPROVED PLANS. The Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any unit under construction for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any improvement is in compliance with the provisions of these covenants; and the Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry.

SECTION 9. VIOLATIONS. If any improvement shall be erected, placed, maintained, or altered upon any lot, otherwise than in accordance with the plans and specifications approved by the Committee pursuant to the provisions of this article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this article and without the approval required herein. If in the opinion of the Committee such violation shall have occurred, the Board shall be entitled and empowered to enjoin or remove by appropriate court action any such construction, and take any other action permitted by these covenants and/or the bylaws of the Association. All reasonable and necessary costs and expenses, including reasonable attorney fees, incurred by the Board and/or the Committee in enjoining and/or removing any construction or improvements shall become a lien against the lot in accordance with Section 19. Additionally, the Board shall be entitled to pursue all legal and equitable remedies as it may be empowered to pursue according to its bylaws and/or these covenants.

Part V

OTHER REQUIREMENTS

SECTION 10. ANIMALS AND PETS. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any lot, with the exception of dogs, cats or other usual and common household pets in reasonable number, provided that said pets are not kept, bred or maintained for any commercial purpose, are not permitted to roam free, do not endanger the health, make objectionable noise and/or constitute a nuisance and/or inconvenience to the owners of other lots or the owner of any adjacent property. Dogs which are household pets shall at all times, whenever they are outside a dwelling, be confined within a pen or on a leash. Property owners or renters are responsible for cleaning up after their pets outside of their own property.

SECTION 11. SIGNS. No commercial signs, including "For Rent" and "For Sale" signs or advertising posters of any kind shall be erected, placed or maintained on any lot except as may be required by legal proceedings. This restriction shall not prohibit the Board from authorizing specific temporary signage if judged beneficial to Association Members.

SECTION 12. CLOTHESLINES, GARBAGE CANS, ETC. All clotheslines, garbage cans, etc. shall be located or screened so as to be concealed from view. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

SECTION 13. PARKING AND USE OF VEHICLES AND WATERCRAFT. Unless and except to the extent that the occupants of a unit shall temporarily (14 days or less) have more motor vehicles than the number of parking spaces serving their unit, all vehicles and equipment shall be parked within a private garage or within such parking spaces, as mentioned below.

(A) PARKING ON ROADWAYS/ASSOCIATION PROPERTY. No vehicle, boat, trailer, other equipment, etc., may be regularly parked adjacent to roadways or on Association property without prior POA permission. Such units may be temporarily parked adjacent to roadways under the following conditions:

- (1) The duration is less than 24 hours, such as for visitors, parties, disabled vehicles, etc.;
- (2) No part of any parked unit shall encroach upon the paved roadway;
- (3) The owner hosting the parking shall be responsible for damage to shoulders and ditches as a result of temporary parking.

(B) OTHER EQUIPMENT. (1) Boats on trailers or boat and utility trailers in operating condition may be stored on standard automobile parking areas.

(2) All Recreational Vehicles (Tag-A-Long Trailers, Pop-Ups, Class A, B or C) shall be stored off residential property at the property owner's expense. Under no circumstances shall outside storage of Recreational Vehicles be allowed on residential property. The only exception will be a maximum of three days.

(3) No commercial vehicles may be parked, stored or kept within the subdivision unless such vehicles are stored wholly within private garages, are used temporarily to service existing

improvements, are used in connection with the construction of improvements, or are used by members in daily commute to work.

The foregoing, however, does not apply to vehicles and equipment, whether motor driven or towed, that are wholly stored within a private garage or carport.

(C) VEHICLE OPERATION. All vehicles driven within the subdivision, if of a type normally licensed by the state, shall be licensed and maintained to State Safety Standards. All motor driven vehicles must be operated by persons holding a valid operator's license, except as approved by the Safety Committee.

All operators must obey the speed limit and also obey all Stop signs. Reckless, dangerous or unsafe driving is prohibited. Any individual violating this section may be dealt with in the following manner:

(1) Non-property owners may be barred from entry to Chickasaw Point upon the discretion of any POA Board Member. Said ban may include the vehicle, the person or both.

(2) Any vehicle owned or driven by a property owner, spouse or child living in Chickasaw may be barred from entry if the property owner and/or driver, after receiving one warning continues to violate this section. Said property owner and/or driver shall have an opportunity to appear before the POA Board of Directors before their vehicle is barred from Chickasaw Point. The ban is for the vehicle only and not the property owner and/or driver. The length of any ban is to be determined by the POA Board. Any warning is to be purged after one year from date of issue.

(3) All privately owned golf carts and non-licensed motor powered vehicles operated on Chickasaw roads and right-of-ways must be registered with the POA office. Registration decal must be displayed as determined by the Safety and Services Committee.

(4) Annual assessment decals must be displayed on lower left hand side of windshield or as determined by the Safety and Services Committee.

(D) OPERATING CONDITION. No automobile or motor driven vehicle, watercraft, or related equipment may be left upon any lot for a period longer than thirty (30) days in a condition such that it is incapable of being operated upon the public highways or waterways.

(E) VIOLATIONS. Equipment or vehicles parked or stored in violation of these requirements shall be considered a nuisance and shall be removed by the owner. Failure on the part of the owner to remedy this condition within 48 hours of notice will result in the appropriate fine being levied by the POA in accordance with Part VII; Remedies in effect at the time of notice.

SECTION 14. NUISANCE. It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition of buildings or grounds on the lot. No unit shall be used, in whole or in part, for the storage of any property or thing that will cause such unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding property. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using the property surrounding the lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of property in the

subdivision. No unit shall be used for commercial purposes to the extent that such use creates an annoyance or nuisance to any member or creates an external appearance of commercial activity. Noise or other conditions that will or might disturb the peace, quiet, safety, comfort or serenity is prohibited within Chickasaw Point boundaries.

SECTION 15. SAFETY. (A) FIREWORKS. The use of fireworks of any type is expressly prohibited within Chickasaw Point boundaries except that the Board may approve organized fireworks displays if such displays are properly supervised, approved prior to the event, and include a fire protection plan.

(B) BURNING. Open burning on any lot is prohibited unless permission is obtained from the POA Board or its designee. Open burning is described as any burning not contained in a structure such as a grill. Permission must also be obtained from the proper governmental authority.

(C) FIREARMS/WEAPONS. The discharge of any weapon whether manufactured or homemade which fires a projectile is hereby prohibited without prior permission of the POA Board or its designee.

SECTION 16. UNSIGHTLY OR UNKEMPT CONDITIONS. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall be confined to an enclosed structure on the lot.

SECTION 17. OWNER'S RESPONSIBILITY. All portions of the lot shall be maintained by the owner in a manner consistent with the provisions contained herein. In the event that the Board determines that any owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair or replacement of items for which he is responsible hereunder, the Board may perform the repair, replacement or maintenance and shall, **except** in the event of an emergency situation, give the owner written notice of the Board's intent to provide such necessary maintenance, repair or replacement, at the owner's sole cost and expense, in accordance with procedures set forth in the bylaws of the Association. The notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. If any owner does not comply with the provisions hereof, the Board may provide such maintenance, repair or replacement at the owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such owner is subject and shall become a lien against the lot.

Part VI

MEMBERSHIP IN CHICKASAW ASSOCIATION, INC. (The Association)

SECTION 18. ASSOCIATION MEMBERSHIP. Every owner of a lot in Chickasaw Point Subdivision, or any lot or tract as may be merged into the subdivision or any lot or tract as may

become subject to these covenants and restrictions shall be a member of Chickasaw Association, Inc., the Property Owner's Association (the "Association"), and shall be subject to the provisions of the bylaws, as may be amended from time to time, and to the provisions of these covenants and restrictions.

SECTION 19. ASSESSMENTS. Each owner of any lot or lots shall be required to pay assessments as may be assessed by the Association pursuant to the powers granted to it in its articles and bylaws. The Association is hereby expressly authorized and empowered to levy annual base assessments, special assessments, capital improvement assessments, and construction assessments against all lots in the subdivision or as may be subject to these covenants and restrictions.

Each assessment provided for herein to be paid to the Association shall be used for the purpose of administering and enforcing these covenants and restrictions, maintenance of Association properties, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the property owners, and for such improvements, capital improvements, construction or purchase of amenities and for any other reason as may be necessary to carry out the provisions of these covenants and restrictions and/or the bylaws of the Association.

The annual base assessment for the year beginning January 1, 1992 shall be \$120.00 for undeveloped lots and \$300.00 for developed lots. As of January 1, 1993 and all subsequent years, the amount of the annual base assessment above may be adjusted at the sole discretion of the Board of Directors, not to exceed the percentage of increase or decrease in the cost of living as set forth by the then current United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers, Atlanta, Georgia area, all items, as shown for the most recently reported 12-month period. If the specified CPI Index is no longer supported by the Department of Labor, the most similar equivalent index shall be selected by the Treasurer and approved by the Board of Directors for all future use.

Any special assessment, capital improvement assessment and/or construction assessment levied by the Association as permitted by these covenants and restrictions is not subject to the United States Department of Labor Consumer Price Index. Any special assessment, capital improvement assessment and/or construction assessment is excluded from the adjusted remuneration of the annual base assessments.

Each property owner shall be personally liable for such fees, charges, costs and assessments contemplated by these covenants and/or imposed pursuant to the Association's bylaws, as amended from time to time. Should a property owner fail to pay the Association, within thirty (30) days after any such fee, charge, cost or assessment becomes due, the Board shall have the right to file notices of lien and lis pendens against subject properties, and the Association shall have a lien on such property for the payment of such sum, together with the late charges and interest in accordance with the Association's Bylaws. The Board shall have the right to assess, bill and collect interest and late charges, to institute legal proceedings and to enforce such rights to the extent and in the manner permitted by the laws of the State of South Carolina, including the right to charge and collect all necessary attorney fees, court costs and other collection expenses, necessitated by such delinquency.

Any person who acquires any Lot or Parcel within the Subdivision, irrespective of how such lot is acquired, whether by conveyance, inheritance, gift or any other method, shall, at the time the title is acquired, be bound by these Covenants and shall be personally liable for and shall pay all fees, assessments, and other charges due to the Association as shown by the books of the Association or as shall become due at the end of the fiscal period in accordance with the provisions of these Covenants and provisions of the Association Bylaws, as either or both may be amended from time to time.

SECTION 20. MERGERS. The covenants and restrictions shall be caused to be placed upon any property merged into Chickasaw Point Subdivision, and any such merged or incorporated land shall be subject to these covenants and restrictions as if said land was a portion of the original subdivision, and subject to any covenants and restrictions as may exist upon such merged or incorporated property. Any and all incorporations and mergers must be approved by the Board.

Upon the merger and/or incorporation of Point Place, an adjoining development, these covenants and restrictions shall apply to said Point Place development, where applicable and not in conflict with existing covenants and restrictions of Point Place now on record, in the Records of Oconee County, South Carolina, subject to the terms of the incorporation/merger as approved by the Board.

Part VII

REMEDIES

SECTION 21. REMEDIES. (A) ENFORCEMENT. Declarant and each person to whose benefit this Declaration inures may proceed at law or in equity to maintain any action for the enforcement or defense of any provisions of this Declaration, and if such party is successful, shall be entitled to recover reasonable expenses, including set fines, legal fees and costs. Fine amounts are defined in the Declarant's Bylaws.

(B) SUSPENSION OF PRIVILEGES. The Board may suspend all voting rights, if any, and all rights to use the Association's property, of any owner for a period during which any Association assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such owner after the existence thereof has been declared by the Board.

(C) CUMULATIVE RIGHTS. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude any aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of any aggrieved party to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to said party upon the recurrence or continuance of said violation or the occurrence of a different violation.

(D) JURISDICTION. By ownership of any Lot or Parcel within the subdivision, the Lot Owner submits himself to the jurisdiction of the Courts of Oconee County, South Carolina, agrees that the venue for all legal actions for the collection of assessments and/or the collection of liens, or any other legal action involving a Lot or Parcel or the improvements upon such Lot or Parcel, shall be the Courts of Oconee County, South Carolina.

(E) CHALLENGES. Any person who brings an action challenging these Covenants, the assessments, or any provision of the Bylaws shall pay the legal fees and costs of the Association in defending the action, if such person is not successful in obtaining a judgment or ruling in his favor.

Part VIII

TERM, AMENDMENTS APPROVAL AND EXECUTION

SECTION 22. TERM AND AMENDMENTS. These covenants and restrictions shall run with the land and shall bind the owners of all lots and units, their heirs, executors, assigns, successors and personal representatives.

All of the restrictions, covenants, easements and agreements contained herein shall continue for a period of twenty-five (25) years and automatically continue for succeeding ten (10) year periods thereafter, except that they may be changed, altered, amended or revoked in whole or in part, by two-thirds (2/3) majority of votes cast in each of two consecutive votes held not less than three (3) months apart. Each assessed lot is entitled to one (1) vote.

Any such amendment, change, alteration or revocation shall be caused to be placed under the records of the Clerk of Court, in and for Oconee County, South Carolina, and said amendment, change, alteration or revocation shall have immediate effect upon all lots subject hereto.

Invalidation of any of these covenants, restrictions or provisions by judgment or court order or otherwise shall in no way affect the application of such provisions to other circumstances or any other provision of these covenants and restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, Chickasaw Association, Inc., by its duly authorized officers and owners of the lots of Chickasaw Point Subdivision, attached hereto and made a part hereof, have executed these Covenants and Restrictions upon the effective date above noted.

Witnesses:

CHICKASAW ASSOCIATION, INC.

By: _____
President

By: _____
Vice President

By: _____
Secretary

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF OCONEE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, Chickasaw Association, Inc., by its duly authorized officers, sign, seal and as its act and deed, deliver the within written Amended Declaratory Statement of Covenants and Restrictions to Run With the Land, and, that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Witness

Sworn to before me this the _____
day of February, 2006.

Notary Public for South Carolina
My commission expires: