2600
1202 N Main St.
Anderson, SC 29621
019987

FOR RECORD
COUNTY, S.C.
ER OF DEEDS
116 P 3:57

ARTICLE I

Recitals

1.1 West Union Development, LLC, a South Carolina Limited Liability Corporation, hereinafter referred to as "Developer", is the owner of certain real property located in the County of Oconee, State of South Carolina, described as Hidden Falls of Keowee in Final Plat Phase I and Conceptual Plan "Future Development" Phase II, hereinafter referred to as the "Property". In order to establish an orderly, general plan for the improvement and development of the Property, the Developer desires to subject the Property to certain covenants, easements and conditions to which all the Property shall be held, improved, transferred and conveyed.

ARTICLE II

General Provisions

2.1 The Developer hereby declares that the Property is now held and shall hereafter be held, transferred, sold, leased, subleased, conveyed and occupied subject to the restrictive covenants and easements herein set forth. Each of the covenants and easements contained herein shall be binding upon and shall insure to the benefit of and pass with each and every parcel of the Property (except those which may be deleted by amendment) and shall apply to and bind the heirs, assigns, successors of any owner thereof.

Lots as will adversely affect the value of its Lot, to prevent the erection on the Property of improvements built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate open spaces between structures, and in general to provide adequately for a superior type and quality of development of the Property in an aesthetically pleasing manner and in accordance with all local ordinances and requirements for Lake Keowee developments in Oconee County.

2.3 Definitions

A. Lot(s): "Lot" or "Lots" shall mean and refer to the separately numbered parcels in Phase I as depicted on the Plat, as prepared by Earl B. O'Brien of Nu-South Surveying, Inc. dated March 13, 2007, and recorded in Plat Book _____ at Page _____ in the Register of Deeds Office for Oconee County, South Carolina. "Lot" or "Lots" shall also mean and refer to future numbered parcels in the "Future Development" of Phase II.

Developer shall have the authority to revise the number of Lots to be located on the property and the boundaries of any Lot at any time in order to cause them to conform to the actual location of buildings constructed thereon at any time after the foundations for such buildings are in place. It is the specific intent of the Developer for a Lot in Phase I to be the Lot as referenced on Plat dated March 13, 2007 by Earl B. O'Brien of Nu-South Surveying, Inc. Developer will accomplish these revisions by filing amendments or revisions to the Plat, or to the plats filed in the future pursuant to this Section 2.3, with appropriate notations and references to the plat and Lot being revised.

in site topography, underground utilities, all buildings, outbuildings, parking areas, loading areas, fences, walls, hedges, mass plantings, poles, signs, monuments, sculptures, driveways, lawns, drives, trees and shrubs.

C. The Developer: "Developer" shall mean West Union Development, LLC, A South Carolina Limited Liability Corporation, its successors and assigns.

D. Owner: "Owner" shall mean any party and its successors, assigns, heirs and legal representatives, who own a fee simple interest in and to any Lot or portion thereof. "Owner" may mean an individual, corporation, partnership, association, trustee, or other legal entity, or any combination thereof.

E. Property: "Property" shall mean the real estate described as Hidden Falls of Keowee Phase I and Phase II.

F. Common Property: "Common Property" shall mean and refer to those portions of the Property which are not Lots, including but not limited to roads, private rights of way, landscaped areas, Lot 18A- common access area to the lake designated for future developments, common gated entrance, sign location areas and signs located therein. In this regard, it is specifically provided that a Common Area shall be that portion of the property other than a Lot in Phase I and specifically designated areas reserved by the Developer in Future Development Area.

G. Association: "Association" shall mean Hidden Falls of Keowee HOA, a South Carolina non-profit corporation, its successors, and assigns.

3.1 Approval of Plans and Specifications: No improvements shall be constructed, erected, placed, altered, maintained or permitted on any Lot until plans and specifications therefore have been approved by the Developer, as provided in Article VI hereof, or which, when constructed, do not conform to the requirements set forth herein, except as otherwise specifically provided herein.

3.2 Residential Restrictions: All Lots of the subdivision shall be known and described as residential lots and shall be used only for private residential and recreational purposes. Only one (1) residential dwelling may be erected on a Lot not exceeding 2 ½ stories in height above ground. No shed, shack, mobile home, trailer, or tent may be permitted on any lot.

3.3 Dwelling Size: The square footage requirements are "Enclosed Heated Living Area" and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios. No dwelling erected upon any Lot shall contain less than 2,000 square feet. A finished lower level (basement) square footage can qualify for "Enclosed Heating Living Area" if all three (3) following conditions are met: 1. Perimeter wall facing the lake must be a walk out with Sliding Glass Doors, French Doors, or equivalent; 2. Area must be fully heated and air conditioned; 3. Area must be constructed to a quality equal to the above grade levels of the dwelling.

3.4 Garage: All lots must either have an attached or detached two (2) car garage unless otherwise specifically approved by the Developer due to "lot" conditions.

constructed in a proper, workmanlike manner. The exterior surface of any building shall not be exposed concrete or cement blocks, unless otherwise specifically approved by the Developer. Vinyl Siding cannot be installed on the side of the home facing the street. If Vinyl Siding is used on other sides of the home only earth tone colors may be used, unless otherwise specifically approved by the Developer. Developer reserves the right to disapprove of a builder that has not demonstrated the ability to construct the home in a timely or proper fashion, with respect to local codes and subdivision requirements.

3.6 Building Setback Lines: No building on any lot shall be erected nearer than twenty-five (25) feet to the rear (waterside) lot line of any Lot adjoining the waters of Lake Keowee. No building on any lot shall be erected nearer than twenty-five (25) feet to the front (road) lot line of any Lot adjoining the road. No building on any lot shall be erected nearer than five (5) feet to either side of lot lines. All Lots must adhere to Oconee County regulations and/or Duke Energy Shoreline Management Guidelines. In the event that any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other law or regulations shall conform to said requirements.

3.7 Completion of Construction: After commencement of construction of any improvement on any Lot, the Owner shall diligently prosecute the work to the end that the improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion. All improvements shall be completed within one (1) year after obtaining building permit. During construction, the Owner shall cause the Lot to remain in a reasonably neat and orderly

construction of any improvement is not being diligently pursued by the Owner, then the Developer shall have the option to proceed with such construction and any cost incurred by the Developer relative to such construction shall be paid by the Owner.

3.8 Excavation: No excavation shall be made on any Lot except in connection with the construction of improvements thereon or as may be directed by a master grading plan which may be developed for the Property. Upon completion of construction of improvements on the Lot exposed openings shall be backfilled and disturbed ground shall be smoothly graded and landscaped.

3.9 Storm Drainage:

A. Plans and specifications for any improvement on any Lot shall include a detailed storm drainage plan indicating quantity and direction of storm water runoff, pipe size and location, catch basins, head walls, ditches, swales and other drainage structures or improvements to be constructed by the Owner. Such plan must conform to and be consistent with any easements or storm water detention facilities depicted on the plat or any subsequent plats filed by Developer.

B. All storm drainage shall be carried to designated drainage easements and in no case shall any storm drainage from the Lot be carried across the Owner's property line onto another Lot except when confined within the drainage easements or in order to access a drainage easement.

C. Drainage plans for Lots shall be approved by the Developer, as provided in Article VI hereof, and shall be designed to coordinate with the drainage of the entire property. No drainage of a Lot shall be constructed which would prohibit the proper drainage of other Lots with the property.

shall be submitted to Developer and shall include a detailed irrigation system and landscaping scheme indicating the location, size, type and height of each planting noted thereon, and shall at least conform to the minimum requirements to be established by Developer to insure a uniform and aesthetically pleasing appearance in harmony with the development as a whole. The Developer shall have the right and authority to approve or disapprove such plans and specifications or to require specific additions or deletions, so as to insure harmony with the surrounding Lots and areas. Trees which are less than six (6) inches in diameter may be removed. Additionally, trees having a greater diameter than that set forth above that have become diseased or damaged through natural processes may be also removed.

B. All irrigation systems and landscaping allowed in connection with any Lot by Developer shall be completed within sixty (60) days after the substantial completion on construction of the buildings or structures to the constructed on the Lot and shall be completed at the sole expense of the Owner of such Lot.

C. All landscaping plans must conform to Oconee County Guidelines and Duke Energy Shoreline Management Guidelines.

3.11 Pets: No animals or birds shall be kept on the Property for any commercial or breeding purpose. No more than three (3) indoor domestic animals may be kept on a Residential Lot for the pleasure of the occupants of the Property. If, in the option of the Developer or later the Association, any animal becomes dangerous, an annoyance, or destructive of property or wildlife, the Developer and/or Association shall have the right to require that such offending animal be removed from the Property. Birds and rabbits shall be kept caged at all times.

3.13 Signs:

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

B. All signs shall conform to setback lines imposed by appropriate governmental ordinances, zoning laws, etc.

3.14 Outside Storage: Unless visually screened in a manner acceptable to the Developer, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain outside any building on any Lot or any area of the Common Property. Any Owner's waste is to be collected by any public or private garbage collection service, at Owner's expense, and such waste must be placed in moveable, covered containers and placed by the Owner at pickup points designated by Developer, only on scheduled pickup days.

3.15 Parking: No parking of vehicles shall inhibit traffic on subdivision streets and no parking shall occur on common areas or streets adjacent to Lots except temporary parking for purposes of loading and unloading.

3.16 Utility Connections: Expect as otherwise approved by the Developer, all utility connections, including all electrical and telephone connections and installation of wires of improvements, shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole or hung on the outside of any building or other improvement, but the same shall be

3.17 Utility and Access Easements: The Developer hereby reserves and is given a perpetual, alienable and releasable easement over the Property for the installation of utilities (including water, electric, telephone, gas, cable TV, drainage and sewer lines and sewer related equipment such as pumps and lift stations), including access to Lots for installation and maintenance of same. The Developer shall have the unrestricted and sole rights and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph to utility providers and other appropriate recipients. All such easements, including those designated on the Plat, shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns, unless conveyed and/or alienated to third parties for the purpose of providing utility services. Further, in this regard, Developer, for itself and its successors and assigns, reserves a perpetual, alienable and releasable easement over the property for access and installation and maintenance of the above referred to utilities to adjacent properties which Developer may currently own or acquire in the future.

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

3.19 Exterior Lighting: All exterior lighting on any Lot shall be designed, erected, altered and maintained in accordance with plans and specifications approved by the Developer, which approval shall not be unreasonable withheld. Lighting shall be compatible and harmonious throughout the entire development and shall be in keeping with the exterior design of the building on the Lot in question. In this regard, such lighting shall be leased, at least initially, by Developer from Duke Power Company and each Owner of a Lot shall be responsible for

5.20 Maintenance of Improvements.

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

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

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

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

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

have already been determined by Duke Energy. Owners have one (1) year from the date of Duke Energy approval to the time of installing the Boat Dock. Owners understand that if they do not install their Private Boat Dock within this one (1) year timeframe they risk losing their Private Dock Permit. Developer is not responsible for Owner installing their Boat Dock within this one (1) year timeframe. All Private Boat Docks must be maintained, clean, and not cluttered. Lot 18A Private Boat Dock is assigned to the Owners of the Future Development Area.

ARTICLE IV

Operations Standards

4.1 Permitted Uses. All Lots of Phase I shown on the Plat, or as may hereafter be developed, shall be used for residential building purposes only.

4.2 Damage to or Destruction of Improvements. Any improvements on any Lot damages in whole or in part by fire, windstorm, tornado, vandalism, strike or civil disorder, or the like, shall be repaired and restored or replaced immediately, including the removal of debris, or should it be determined by the Owner thereof not to repair or replace such improvement, then the Owner, at its expense, shall demolish and remove the damaged improvement from its Lot and thereafter maintain the Lot in a graded, maintained condition until the Lot is again improved in accordance with the provisions hereof. In no instance shall any damaged improvement remain on the Lot unrepaired or not removed for a period in excess of ninety (90) days from the date of said casualty. In this regard, it shall be required that any Owner of a Lot shall maintain adequate

which shall be a common expense as set forth in Article V hereof.

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

ARTICLE V.

Common Property: Easements

5.1 Easements of Common Property. All of the Common Property is hereby subjected to easements running in favor of the Developer, to be utilized for such purposes as shall be designated by the Developer on the Plat, in these Restrictive Covenants, or on additional or amended plats to be recorded by the Developer. The easements created hereby include an easement for access and egress within the area shown as the road(s). These easements are grated in perpetuity, and shall be deemed to run with the land for the benefit of Developer and all Owners. Further, in the regard, Developer reserves for itself and its successors and assigns a perpetual, alienable and releasable easement over the Property for access, ingress and egress, and installation and maintenance of utilities, including sewer lines and related equipment, to adjacent properties which Developer may currently own or hereafter acquire in the future.

roads and utilities may be dedicated to the appropriate governmental authority.

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

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

ARTICLE VI

Approval of Plans; Variances; Easements

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

under this Section as long as the color of the paint is the same as the previously approved color. Roofing shall be performed with such materials and color as approved by Developer.

6.2 Basis of Approval. Approval shall be based on conformity and harmony of exterior design with neighboring structures; effect of location and use of improvements on adjacent Lots; relation of topography, grade and finished ground elevation of the Lot being improved to that of neighboring Lots; proper facing of main elevation with respect to nearby streets, and conformity of the plans and specifications to the purpose and general plan and intent of these Restrictive Covenants. The decision of the Developer as to such matters shall be conclusive and final. The Developer shall not arbitrarily or unreasonable withhold its approval of such plans and specifications.

6.3 Time for Approval. If the Developer fails to either approve or disapprove such plans and specifications within thirty (30) days after a complete package of the same has been properly submitted to the Developer, the Developer shall be conclusively presumed to have approved said plans and specifications. All plans and specifications and all improvements must comply in all respects with the requirements set forth herein.

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

6.5 Variances. The Developer, and its successors and assigns, are hereby authorized and empowered to grant reasonable variances from the provisions of these Restrictive Covenants and Easements in order to overcome practical difficulties and unnecessary hardships in the application of these provisions; provided, however, that such variances shall be reasonably consistent with the purposes hereof and shall not materially adversely affect any existing improvements on the Property. The variance granted pursuant to the authority granted herein shall constitute a waiver of provisions of these Restrictive Covenants and Easements by all Owners of Lots, and all Owners hereby irrevocably and unconditionally appoint the Developer, its successors and assigns, as their true and lawful attorney-in-fact for the limited purpose of consenting to the aforesaid variances.

ARTICLE VII

Enforcement

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

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

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

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

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

ARTICLE VIII

Term, Termination, Modification and Assignment

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

or amended as to the whole of the Property, with the written consent of seventy-five (75%) of the Owners; provided, however, that so long as the Developer owns any of the Lots, no such termination, extension, modification or amendment shall be effective without the written approval of the Developer thereto, and further provided that Developer may amend this Restrictive Covenant or any provision hereof in order to revise property lines of Lots, as provided in Section 2.3A.

8.3 Assignment of Rights and Duties. The rights, powers, privileges, obligations and duties hereby specifically granted to or imposed upon the Developer (as opposed to those rights, powers, privileges, obligations and duties hereby granted to or imposed upon Owner) may be transferred to any successor or assign of the Developer which succeeds to the Developer's interest in the Common Property. The Developer shall have the absolute right to make such a transfer, without any obligation to seek or obtain consent or approval of such a transfer from any Owner or Owners. Developer may elect to transfer such interests and rights to an Association comprised of the Owners of Lots. Such Association would be organized by Developer as and when Developer elects to do so and would be governed according to Hidden Falls of Keowee HOA By Laws, included as Exhibit "B". Any such successor or assign of the Developer shall, in writing in recordable form, expressly assume the obligations and duties of the Developer hereunder. From and after the date of such written assumption, the Developer shall be released and excused from further liability hereunder and from the exercise of all rights, powers, privileges, obligations and duties hereby granted to or imposed upon the Developer (as opposed to those rights, powers, privileges, obligations and duties granted to or imposed hereby upon the

formerly specifically granted to or imposed upon the Developer. Notwithstanding the above, so long as Developer owns any portion of the Property, Developer may reserve the right to approve or disapprove plans and specifications for construction of improvements, as set forth in Article VI hereof even after assigning the remainder of such rights to another party.

8.4 Assignment of Owner's Rights and Duties. The rights powers, privileges, obligations and duties hereby granted to or imposed upon any Owner may not be assigned or delegated except to a person or entity acquiring the Owner's interest in a Lot or any lessee or sub lessee of such owner. The instrument by which the interest of any Owner in a Lot is acquired shall recite that it is subject to these Restrictive Covenants and Easements and shall contain an agreement by the transferee to be bound by all of the terms and conditions hereof.

ARTICLE IX

Miscellaneous Provisions

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

9.2 Mutuality, Reciprocity; Runs with the Land. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each

respective Owners of all Lots, and shall, as to the Owner of each Lot, its heirs, successors and assign, operate as covenants running with the land, for the benefit of the remainder of the Property.

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

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

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

to be executed this

15 Day of May, 2007.

West Union Development, LLC

Authorized Signature

Witness

Witness

2007 MAY 16 P 3:57

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA PROBATE

COUNTY OF PICKENS

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

SWORN to before me this 15 day May, 2007.

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires 10-18-14

Witness