



**NOW, THEREFORE BE IT RESOLVED THAT THIS AMENDED, REVISED, AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE JOCASSEE RIDGE SUBDIVISION** be adopted, executed, and recorded with the Register of Deeds for Oconee County, South Carolina, and shall supersede the Original Covenants, namely:

**I. JOCASSEE RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Owner in Good Standing shall have one vote and in no event shall there be more than one vote per Lot. In the event that a Lot is owned by one Owner, that Owner shall have one vote; in the event that a Lot is owned by more than one Owner, the vote of each Lot shall be as those Owners decide, however, no Lot shall have its vote divided into fractional votes.

The Owner/Developer shall relinquish control of the Subdivision to the Association upon the adoption of these Covenants.

Among other duties, the Association shall have the duty to adopt an annual budget for the Association, upon which the annual assessment and road maintenance charges will be based. Said budget shall be published to the Owners at the annual meeting of the Association and may include the cost of general liability insurance and other insurance coverage as determined by the Association to be necessary for the benefit of the Subdivision and the operations of the Association.

**II. DEFINITIONS**

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

1. Association. The term "Association" shall mean and refer to the Jocassee Ridge Subdivision Homeowners Association, Inc. incorporated with the Secretary of State of South Carolina on December 19, 2003.
2. Board of Directors. The term "Board of Directors" or "Board" shall mean and refer to the board of directors of the Association, whose directors shall initially be appointed by the Owner/Developer and shall subsequently be elected by the Members of the Association pursuant to the Bylaws. Unless otherwise provided in the Covenants or the Bylaws, the Board of Directors shall act for and on behalf of the Association.
3. Bylaws. The term "Bylaws" shall mean and refer to the bylaws of the Association as initially adopted by the Owner/Developer and recorded in Deed Book 2509, Pages 291-304 with the Registers of Deeds for Oconee County, South Carolina, and any amendments or revisions thereto which are recorded with the Register of Deeds for Oconee County, South Carolina.

4. Common Property or Common Area. The terms “Common Property” or “Common Area” shall mean and refer to the real property transferred by the Owner/Developer or any individual or entity to the Association for common use and benefit of the Owners. Said Common Property or Common Areas includes roads, easements, rights-of-way, detention ponds, lakes, and any other real property transferred to the Association and described in deeds and/or plats recorded with the Register of Deeds for Oconee County, South Carolina.
5. Covenants. The term “Covenants” shall mean and refer to this Amended, Revised, and Restated Declaration of Covenants and Restrictions for the Jocassee Ridge Subdivision dated the 17<sup>th</sup> day of January 2020, and recorded in Deed Book 2541, Page 167 on January 31, 2020, and any Supplementary Declarations, amendments, restatements, revisions, or supplements thereto recorded with the Register of Deeds for Oconee County, South Carolina.
6. Lot. “Lot” shall mean and refer to any numbered parcel of land in the Jocassee Ridge Subdivision, which is shown on any recorded plat and is intended for use and occupancy of one single-family dwelling.
7. Owner. The term “Owner” shall mean and refer to any owner of a fee simple interest in any Lot, excluding Common Property or Areas, within the Subdivision. Each Owner shall be a Member of the Association, and there shall be one vote for each assessed Lot within the Subdivision as long as the Owner or Owners thereof are in Good Standing.
8. Owner/Developer. The term “Owner/Developer” shall mean and refer to McShire Associates, Inc., and its successors and assigns.
9. Owner in Good Standing. The term “Owner in Good Standing” or “Good Standing” means an Owner whose voting rights have not been suspended by the Board for the nonpayment of any assessments, maintenance charges, or other charges, costs, or interest authorized by these Covenants or the rules and regulations of the Association, or for the infraction or violation of any other provisions of these Covenants or of the rules and regulations of the Association.
10. Plat. The term “Plat” or “Plats” shall mean and refer to the recorded plats as set forth in Article III herein, which are recorded with the Register of Deeds for Oconee County, South Carolina as well as any plat of real property, which becomes subject to the Covenants.
11. Rules and Regulations. The term “Rules and Regulations” shall mean any rule, regulation, policy, procedure and/or other protocol (other than the Covenants and Bylaws or amendments thereto) adopted by the Board or by a committee authorized by the Board or the Bylaws, and which shall be binding within the Jocassee Ridge Subdivision only upon recording with the Register of Deeds for Oconee County, South Carolina.
12. Short-term Rental. The term “Short-term Rental” means the rental of any residence in the Subdivision for a rental period of less than thirty (30) days or as subsequently defined by the Board in a Board rule and regulation.

13. Subdivision. The term "Subdivision" means the Jocassee Ridge development shown on the Plat(s).

### **III. REAL PROPERTY SUBJECT TO THE COVENANTS**

1. Existing Real Property Subject to the Covenants.

a) Existing Real Property. The real property, which shall be held, transferred, sold, conveyed, and occupied subject to these Covenants is:

**Lots, including:**

**E-1 through E-31**

**E-1A**

**S-1 through S-26**

**S-9A**

**S-15A**

**P/O S-26 and S-27**

**S-27A**

**S-28 through S-30**

**S-32 through S-56**

**S-33A**

**N-1 through N-37**

**N-9A**

**N-9B**

**N-26A**

**N-35A**

**Common Areas, including**

**Common Area (Boat Storage)**

**Common Area A**

**Common Areas 1(Lake & Spill Way) through 9**

**Detention Ponds #1 through #6**

**Roads, including**

**Deer Point Way**

**Hidden Branch**

**Jocassee Ridge Way 50' right-of-way**

**Lake Ridge Court 50' right-of-way**

**Meadow View Way 50' right-of-way**

**Mossy Trail**

**Mountain Laurel Drive**

**Mountain Mint Way**

**Pine Ridge Way**

**Stone Terrace Way 40' right-of-way**

**Stoney Creek Trail 50' right-of-way**

**Tamassee Ridge Way 50' right-of-way**

**Easements and Rights-of-Way, including****20' R/W per P.B. P-58/224****20' R/W per P.B. P-56/247 and P.B. A-506/4****10' ESMT for Ingress and Egress and Underground Cable Placement per P.B. B-64/8****20' ESMT Reserved for Access Across Common Area 3 per D.B. 1692/23-25****20' ESMT Reserved for Access Across Common Area 3 and 4 per D.B. 1692/23-25****Town of Salem Tank Site per P.B. A-885/2 and D.B. 1226/152****Future Development Areas of +50.93 AC, +5.06 AC, and +3.99 AC.**

All as shown on the plats recorded in:

Plat Book P-56, Page 247

Plat Book P-58, Page 224

Plat Book A-506, Page 4

Plat Book A-855, Page 2

Plat book A-915, Pages 5 and 6

Plat Book B-64, Page 8

Plat Book B-90, Page 10

Plat Book B-91, Page 7

Plat Book B-290, Pages 5, 6-7; and on

the plats of survey for Jocassee Ridge Subdivision Homeowners Association, Inc. by Stephen R. Edwards, PLS No. 19881, revised 11-11-2019, and recorded on January 31, 2020, in Plat Book B712, Pages 1+2 and Plat Book B712, Pages 3+4, and on any plats of survey, which describe any portion of the forgoing real property with more particularity.

b) Addition of Real Property by the Association. Additional real property, including an existing development, may become subject to the Covenants with the approval of the owner of said additional real property and sixty-seven percent (67%) of Owners in Good Standing by recording with the Register of Deeds for Oconee County, South Carolina a Supplementary Declaration of Covenants and Restrictions with respect to the additional real property, which shall automatically extend the scheme of the Covenants to such additional real property. Such Supplementary Declaration may contain additional conditions, restrictions, and modifications of the Covenants as may be necessary to reflect the different character of the additional real property, but in no event shall such Supplementary Declaration revoke, modify, or add to the provisions of the Covenants applicable to the existing real property in the Subdivision without the approval of all existing Owners. Said Supplementary Declaration shall include exhibits containing the signed approval of the additional real property owner and the signatures of Owners in Good Standing who approved the addition. A plat describing the additional real property shall be recorded along with the Supplementary Declaration, or in the event such plat has

already been recorded then an exhibit referencing and incorporating such previously recorded plat shall be attached to the Supplementary Declaration.

c) **Removal of Real Property by the Association.** The Association shall have the authority to remove real property from the Subdivision with the approval of owners of the real property to be removed and the approval of sixty-seven (67%) percent of the remaining Owners in Good Standing by the filing of a Supplemental Declaration describing the real property to be removed and the terms of the removal and any modifications of the Covenants required for the removal and pertinent to the future relations between the removed real property and the Subdivision. Said Supplementary Declaration shall contain exhibits with the signatures of the owners of the removed real property and of the Owners who approved the removal. A plat of the removed real property shall be recorded along with the Supplementary Declaration, or in the event such plat has already been recorded then an exhibit referencing and incorporating such previously recorded plat shall be attached to the Supplementary Declaration.

2. **Single Family Use.** Lots shall be used for detached, single-family residential 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 any Lot. No condominium, townhouse, duplex, apartment, or other multi-family residential uses are permitted on the real property subject to the Covenants. Further, no camper, trailer, motor home, boat (including, without limitation, any boat docked adjacent to the real property subject to the Covenants), recreational vehicle, or similar habitable or transportable unit or structure shall be allowed to remain on or adjacent to any real property subject to the Covenants, except for those items allowed by the Association to be stored at the Boat Storage Common Area. The single-family residential 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 communities; provided that such recreational facilities or amenities shall be solely for the common use of the Owners in Good Standing.

3. **Restricted Activities.** The following activities are prohibited in the Subdivision:

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;

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, lodging, inns, bed and breakfasts, and short-term rentals.

d) Any business or trade, except that an Owner or occupant residing in the Subdivision may conduct business activities within a dwelling in the Subdivision so long

as: (i) the existence or operation 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 applicable governmental zoning; (iii) the business activity does not involve regular visitation 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 in the Subdivision, or for which any parts, equipment supplies, raw materials, components, or tools are stored in the Subdivision; and (v) the business activity is consistent with the residential character of the Subdivision 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 in the Subdivision 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 a residence in the Subdivision 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 in the Subdivision:

- a) Structures, equipment, or other items, which are visible from any road or adjacent property, which have become rusty, dilapidated, or otherwise have 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 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 antenna; and
- d) Chain-link fences.

5. Quality Craftsmanship/Dwelling Size. All buildings and outbuildings erected in the Subdivision 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 1,650 square feet of Heated Living Area (defined below);
- b) One and a half story dwellings shall not contain less than 1,850 square feet of Heated Living Area;
- c) Two (or more) story dwellings shall not contain less than 2,100 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 foundations;
- e) Roofs shall have not less than a 8 inch pitch on the main roof line, 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, 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 structure 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 ceiling 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 Areas 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 any Lot other than one detached, single-family residential home, and the 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 combined shall be permanently affixed and shall be covered with the approved exterior materials as 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.

7. Site Development Requirements. Lots shall be subject to the following specific development requirements:

a) No portion (or portions) of a Lot 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 governmental 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 areas 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 instruction) of construction silt fencing on the lower perimeters of all area within the Lot to be disturbed, and any other areas which may be impacted by silt runoff from any disturbed areas located on the Lot.

8. Reserved Easements. The Owner/Developer has reserved unto itself and its successors and assigns, including the Association: (i) a ten (10) foot wide easement extending into each Lot from and along all side Lot 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 the Owner/Developer, its successors and assigns, including the Association. In addition, the Owner/Developer reserved twenty foot (20') rights of way and easements across Common Areas "3" and "4" for ingress and egress and utilities as shown on Plat Book B290, Pages 6-7 and described in Deed Book 1692, Pages 23-25, and granted a non-exclusive easement for right of way, ingress and egress, utility installation and maintenance along an area designated as "Gravel Road being approximately 5,340 feet long and fifty feet in width" as shown on the plat of survey recorded and described in Plat Book A885, Page 2 and Deed Book 1226, Pages 152-153 to the Town of Salem, South Carolina, records of the Register of Deeds for Oconee County, South Carolina.

9. Minimum Lot Size. The real property subject to the Covenants may not be subdivided any more than as shown on the Plats described herein, except for the real property described as "Future Development" and shown on the plats recorded in Plat Book B712, Pages 42 and Plat Book B712, Page 3+4, with the Register of Deeds for Oconee County, South Carolina. As to Future Development acreage, the Owner/Developer or its successors and assigns shall not

divide, transfer, or convey any Future Development acreage into lots, tracts, or parcels of less than one (1) acre or more than four (4) acres in size.

10. Any Owner may combine adjacent lots that such Owner owns into a singular lot for the purposes of governmental tax assessments; however, such combination shall not affect the requirement that such Owner must pay an assessment to the Association for each lot as originally platted.

11. 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 as defined by the building codes or other applicable laws of South Carolina shall be located in the Subdivision.

#### **IV. APPROVAL OF PLANS AND SPECIFICATIONS**

1. Architectural Committee. The Architectural Committee shall be composed of five (5) members appointed by the Board of Directors, two of which shall be Directors. The Architectural Committee may recommend rules and regulations for the Board, in the Board's sole discretion, to consider and, if necessary or desired, modify and promulgate.

2. Submission for Approval Required. For the purposes of insuring the continued development of the Jocassee Ridge Subdivision as an area with pleasing aesthetic appearance, no building, structure, fence, wall, utility area, driveway, swimming pool, or other improvement, regardless of size or purpose, whether attached to or detached from a 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 Lot, 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. Additionally, the Architectural Committee must approve or disapprove the landscaping plan on any Lot before landscaping begins. 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 or landscaping on any Lot, the Owner of such Lot shall submit to the Architectural Committee any or all of following items, in duplicate if required by the Architectural Committee, 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 as directed by the Architectural Committee:

- a) Floor Plans
- b) Front, rear and side elevations
- c) The area of heated floor space
- d) Exterior building material to include manufacturer, color and texture
- e) Exterior color trim

- f) Roofing material, color and pitch (which shall be a minimum of 8/12)
- g) Site plans showing foundations of all structures, walks, driveways, fences, and drainage plans
- h) Landscape design plan showing size and types of plants, trees, grass, etc.

The Architectural Committee shall respond to the applicant within sixty (60) days of the submittal of all required documents requested by the Architectural Committee. The Architectural Committee shall respond by approval, denial, approval with conditions, or by requesting additional information. In the event that additional information is requested by the Architectural Committee an additional timeline of no more than forty-five (45) days in addition to the original 60 day timeline shall be established as agreed to by the parties, unless the applicant and Architectural Committee agree, in writing, to a shorter or longer timeline.

3. Standards of Approval/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 anything 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 future development plans for the Subdivision. In reviewing such matters 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 may be considered by the Architectural Committee.

#### **V. WAIVER, APPROVAL, RATIFICATION, OR VARIANCE BY THE ARCHITECTURAL COMMITTEE**

The Architectural Committee hereinabove constituted is hereby authorized and fully empowered, upon unanimous vote of its members and upon request by an Owner to waive compliance regarding the Owner's Lot with the Covenants or the rules and regulations and/or to approve, ratify, or issue a variance for: (i) the construction or alteration of any building or other structure; (ii) the use or failure to use a Lot as required by the Covenants or the rules and regulations; or (iii) any and all minor violations of any of the Covenants or rules and regulations, if, in the opinion of all of the members of the 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 waiver, approval, ratification, or variance does not violate any Oconee County Ordinance. The waiver, approval, ratification, or variance by the Architectural Committee in accordance with the terms of this paragraph shall be binding upon all persons, and the powers of waiver, approval, ratification, or variance 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.

#### **VI. LIMITATION OF LIABILITY**

An Owner may rely on a decision of the Architectural Committee and such Owner may act in conformance with the decision(s) of the Architectural Committee affecting the Owner's Lot or

Lots, made upon the Owner's application or request to the Architectural Committee as prescribed herein, and shall be presumed to be in the conformity with the Covenants unless such decision shall have been procured upon a willful misstatement of fact. Decisions of the Architectural Committee shall also be presumed to be in conformity with the Covenants and its scheme and design.

## **VII. ASSESSMENTS AND MAINTENCE CHARGES - RECREATIONAL FACILITES, COMMON AREAS, ROADS**

1. All Lots on the recorded plats of Jocassee Ridge Subdivision shall be subject to an annual maintenance charge or assessment, which shall be established each year by the Association. Said assessments shall be charged uniformly among the Lots. The assessments shall be based on an annual budget approved by the Board. The first full annual assessment for a Lot shall be due and payable in advance on January 1<sup>st</sup> next following the date of closing of or purchase of a lot from the Owner/Developer or its successors and assigns in the Subdivision, or on a schedule subsequently approved by the Board, and thereafter shall be due and payable in advance or on each and every succeeding January 1<sup>st</sup>. When a Grantee of a Lot in the Subdivision obtained directly from the Owner/Developer or its successors and assigns hereafter takes title to a Lot in the Subdivision such Grantee shall pay unto the Association, 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.

The amount of the annual assessment shall remain the same until it is increased, decreased or discontinued, as from time to time may be determined by the Board.

Any Owner may combine adjacent lots that such Owner owns into a singular lot for the purposes of governmental tax assessments; however, such combination shall not affect the requirement that such Owner must pay an assessment to the Association for each lot as originally platted.

2. Special assessments may be determined necessary from time to time by the Board to cover expenses in excess of the proceeds derived from the annual assessment referred to above. Any special assessment found necessary to carry out the purposes of the Covenants by the Association shall be due and payable when invoiced to the Lot Owner.

3. The annual and special assessment paid by the Owners shall be administered by the Association, and may be used for the functions hereinafter set forth, and it is expressly stipulated that the Association has the power to perform any and all said functions but 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;
- b) For improving, cleaning, and maintaining the Common Areas including any Detention Pond or lake;

- c) For caring for vacant and unattended land, if any, within the Subdivision, including removing grass and weeds therefrom and doing any other thing necessary and desirable in the opinion of the Board, for keeping such real property neat and in good order for the general benefit of the Owners;
- d) For payment of expenses incidental to maintaining street lights, entrance lighting, and Subdivision signs;
- e) For any expense incident to the enforcement of the Covenants, Bylaws, and the rules and regulations; and
- f) For such other purposes as in the opinion of the Board may be necessary for the general benefit of the Owners including, but not limited to procurement of the Premises Liability Insurance Policy for the Common Property.

4. There shall be an additional annual fee for each Lot for the purpose of establishing a road maintenance fund. Said road maintenance fund and fee shall be established by the Board and shall be based on the Board's estimate of needed road expenditures and reserves for emergencies and/or unforeseen occurrences for the coming years. Said fee shall be applied uniformly among the Lots, except that the Architectural Committee shall have the authority, with Board approval, to require additional charges, bonds, or fees to individual Owners for road maintenance in anticipation of construction on any Lots. The road maintenance fund may only be used for the maintenance, improvement, or other road related expenditure within Jocassee Ridge Subdivision. Any interest, dividends or other income from this fund shall be returned to this fund. The road maintenance fund annual fee requirement shall be enforced in the same manner as the annual assessment described herein. These fund shall be segregated and separate from the general funds paid as annual or special assessments.

5. The annual and special assessments and road maintenance fees referred to hereinabove shall constitute a lien upon all Lots or portion of Lots in the Subdivision. Any such assessment or fee 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 State of South Carolina for Judgments. The Association shall have the authority to establish a schedule for and impose late fees against any Lot for which any assessment or fee has not been paid by its due date. The acceptance hereafter of a deed by a 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 assessment and fee, and the assessments and fees shall run with the land and be binding upon said Grantee, the Grantee's heirs, successors and assigns forever. No person or entity may waive or otherwise escape liability for such assessments or fees hereunder by virtue of non-use of the Commons Property or by the abandonment of real property in the Subdivision.

6. The Board shall have the right to suspend the voting rights of an Owner for any period in which any assessment on such Owner's Lot or Lots remains unpaid. In addition, the Board shall have the right to publish information on the Association website related to delinquencies in the payment of assessments or fees.

7. The Board shall have the right to enforce by any proceeding at law or in equity all rules and regulations, restrictions, conditions, covenants, reservations, liens, or charges now or hereafter imposed by the Covenants. In the event of non-payment of any assessment or fee as set forth herein by any Owner the Board may bring an action at law for judgment against the Owner 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 Owner. The Board shall have the authority to attach such judgments to and against any property belonging to the delinquent party. The lien of the Owner/Developer or the Association against a Lot in the Subdivision shall be effective from the time of filing of a Notice of Lien with the Register of Deed for Oconee County, South Carolina.

8. The lien of the assessments and road management fee provided for herein shall be subordinate to the lien of any mortgage of any laborers, contractors, or material men furnishing labor and materials in connection with the construction of improvements located on any Lot, unless prior to the filing thereof a Notice of Lis Pendens was filed by the Owner/Developer or Association for foreclosure due to non-payment of such assessments.

The sale or transfer of any Lot shall not affect an 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 that became due prior to such sale or transfer, unless prior to commencement of said action a Notice of Lis Pendens was filed by the Owner/Developer or Association: (i) for foreclosure due to non-payment of such assessments, or (ii) to enforce the collection of any assessment charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

9. The annual or special assessments and road maintenance fee provided herein to be levied by the Owner/Developer or the Association shall not apply to any Lot so long as it is wholly owned or partially owned by the Owner/Developer, its successors or assigns. The Owner/Developer, its successors and assigns shall not have voting rights for any Lot for which assessments are not paid.

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

#### **VIII. GRANTEE'S ACCEPTANCE**

Each grantee, purchaser, transferee, successor, assigner, and/or Owner of any Lot shall, by acceptance of a deed conveying title to, or the execution of a contract for the purchase thereof, whether from the Owner/Developer or any other Owner of such Lot, take such deed or contract upon and subject to each and all of the provisions of the Covenants and any amendments thereto. By such acceptance, such party shall, for him or herself, his or her heirs, devisees, personal representatives, grantees, successors, and assigns, and lessees and/or lessors covenant, consent, and agree to and with the Owner/Developer, Association, and /or Owner of each other Lot, to

keep, observe, comply with and perform the covenants, conditions, and restrictions contained in the Covenants, Bylaws, and rules and regulations, and any amendments thereto.

#### **IX. AMENDMENT OF COVENANTS**

The Members of the Association shall have the power to amend, revise, restate, supersede, or supplement any and all of the covenants, conditions, restrictions, easements, and provisions herein by the written approval of sixty-seven percent (67%) of a quorum of the Owners in Good Standing. For the purposes of amending the Covenants, a quorum shall be at least fifty-one percent (51%) of the Owners in Good Standing with all Owners in Good Standing having the opportunity, per the Bylaws, to vote on the matter. Such amendments shall not be in force until the amendment and signatures of the approving Owners are recorded with the Register of Deeds of Oconee County, South Carolina.

#### **X. TERMS AND ENFORCEABILITY**

1. **Enforcement.** If the Owner/Developer, the Association, or any Owner or any assign or successor thereof shall violate or attempt to violate any of the provisions of the Covenants, the Bylaws or the rules and regulations, it shall be lawful for the Owner/Developer, the Association, or any Owner to prosecute any proceedings at law or equity against the person or entity violating or attempting to violate the Covenants, Bylaws, or rules and regulations, either to prevent the violation and/or to recover damages and other charges for such violation. Invalidation of any one or more of the provisions of the Covenants, Bylaws, or rules and regulations 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 an enforcement action shall be entitled to recover reasonable attorney's fees and expenses if successful in the enforcement of the Covenants, Bylaws, or rules and regulations. Failure by the Owner/Developer, the Association, or any Owner to enforce the Covenants, Bylaws, or rules and regulations shall in no event be deemed a waiver of the right to do so.

2. **Terms of Covenants.** The Covenants, as amended, modified, revised, or supplemented as provided herein shall remain in full force and effect until the first day of January 2025, and, thereafter, the Covenants shall be automatically extended for successive twenty-five (25) year periods unless there is on record with the Register of Deeds of Oconee County, South Carolina a written agreement of sixty-seven percent (67%) of the then Owners extinguishing the Covenants in their entirety.

3. **No Claims.** No Owner shall have any claim or cause of action against the Association 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, bylaw, rule and regulation, or other right reserved hereunder or referred to herein.

4. **No Delay.** No delay or failure on the part of the Association to invoke an available remedy with respect to a violation of any covenant, condition, or restriction contained herein

