

202300002584  
SANDRA MOORE, SC

WHEREAS, in order to cause the Covenants to run with the Property, Board of Directors has executed this instrument.

NOW, THEREFORE, the Board of Directors hereby declares that all of the Property shall be held, sold and conveyed subject to the following Covenants all of which are for the purpose of promoting the common good and general welfare of the owners and residents of The Plantation at Grand Harbor and thereby enhancing and protecting the value, desirability and attractiveness of the Property. These Covenants shall run with the title to the Properties and shall be binding on all parties having any right, title or interest in the described Property or any part thereof and, subject to the limitations herein provided, shall inure to the benefit of each Owner thereof, his heirs, grantees, distributees, successors, and assigns.

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## ARTICLE I DEFINITIONS

The following words when used in this Declaration (unless the context dictates otherwise) shall have the following meaning:

Section 1. "Association" shall mean and refer to The Plantation at Grand Harbor Homeowners Association, Inc., a nonprofit South Carolina corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, including heirs, successors and assigns whether one or more persons or entities of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties or Property" shall mean and refer to that certain real Property described above on Exhibit "A", and such additions both real and personal, as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property and personal property owned or used by the Association for the common use and enjoyment of all of the Owners including the roads which shall not be the responsibility of any governmental authority.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Property with the exception of the Common Areas.

Section 6. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, liens and Charges of The Plantation at Grand Harbor and Verandah Beach.

Section 7. "Living Unit" or "Unit" shall mean and refer to any portion of the building situated upon the Property assigned and intended for use and occupancy as a residence by a single family as herein provided.

Section 8. "Board" shall mean and refer to the Board of Directors of the Association.

Section 9. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be determined to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation.

Section 10. "Committee" shall mean and refer to the Architectural Control committee as appointed by the Board of Directors for architectural review within The Plantation at Grand Harbor.

Section 11. "Building Cost" shall mean all costs associated with building a Unit, excluding Lot costs.

Section 12. "Plats" means those plats of the survey relating to the Community filed in Plat book 119 at Page 64 and Plat Book 122 at Page 94 and Plat Book 129 at Page 26 of Greenwood County, South Carolina land records. All of the Plats of survey are incorporated herein for reference.

Section 13. "Verandah Beach" means the portion of the community as shown on the plat of survey prepared by Davis and Lloyd Engineering by Thomas N. Reynolds dated March 20, 2006 and recorded in the office of the Clerk of Court for Greenwood County, South Carolina at Plat Book 129 and Page 26.

Section 14. "Club Owner" means the present owner Grand Harbor Yacht Club and its successors and assigns. The Club owns and is responsible for the amenities, specifically the Pool and Equestrian Center.

## ARTICLE II PROPERTY RIGHTS

Section 1. Common Area. Common Areas are properties owned by the Association.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in, to, over and through the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable fees for the maintenance of the common Area and any facility situated upon the Common Area.
- b. The right of the Association, to dedicate, transfer, or convey all of any part of the Common Area or Limited Common Area, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, provided that no such

dedication, transfer or conveyance

- i. shall adversely affect the use of the Common Areas by the Members of the Association:
- c. The right of the Association, to grant and reserve easements and right-of-ways through, under, over and across the Lots and Common Areas for the installation maintenance, and inspection of lines and appurtenances for public and private water, electric, drainage, gas, and other utilities and services, including a cable television or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Association to grant and reserve easements and right-of-ways through, over and upon and across the Common Areas for the operation and maintenance of the Common Areas;
- d. The right of the Association to levy and assess fines for an infraction of its published Rules and Regulations and/or to suspend, after notice and hearing before the Board, the voting rights and right to use of the common areas and recreational facilities by an Owner, his family, guest, invitees or tenants for a reasonable period of time; however, the right of an Owner to ingress and egress over the roads and/or parking areas shall not be suspended.
- e. The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving or repairing the Common Area and to execute and deliver a mortgage on the Common Area; however, a decision to borrow money and deliver a mortgage must be assented to by the cumulative total of two-thirds (2/3) of the Class A member votes.
- f. The right of the Association to enact Rules and Regulations to govern the use of the Common Area and Limited Common Area as approved by the cumulative total of Two-thirds (2/3) of the Class A members voting in person, by proxy or by authorized electronic means at a duly called meeting of the Association.

Section 3. Delegation of Use. After prior written approval by the Board any Owner may delegate in accordance with the By-laws of the Association, his rights of enjoyment to the Common Area and facilities to the members of his family, who reside on the Property, his tenants, or contract purchasers.

Section 4. Additional Structures. No Owner shall, without the prior written approval of the Association erect, construct, or otherwise locate any structure or other improvement in the Common Area.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section I. Membership. Every Owner of a Lot shall be a member of the Association, and the Membership shall be appurtenant to and may not be separated from ownership of any Lot, provided, however, that any person or entity that holds any interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership which shall be Class A. Class A members shall be all those Owners, as defined in Article I, Section 2, of Lots. Class A members shall be entitled to one vote for each Lot in which they hold an interest required for membership. When more than one person holds such an interest or interests in any Unit, all such Persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section I. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Association. General Assessments of charges and Special Assessments for capital improvements. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided. The General and Special Assessments together with such interest, costs and reasonable attorneys' fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot when the assessment fell due. In the case of co-ownership, all such Owners shall be jointly and severally liable for the entire amount of the assessment.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with entities for the payment of some portion of the Common Expenses.

Section 2. Purpose of General Assessments. The General Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of Patriot Plantation and in particular for the administration, acquisition, improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the

Common Area and services to the Owners, including, but not limited to: (1) the cost of public and private utilities; (2) cost of maintaining any property operated by Association under a lease or permit; (3) repairs and replacement of roads within the Properties; (4) repairs, replacements and additions, the cost of insurance, the cost of labor, materials, management, maintenance and supervision, the payment of any taxes assessed against the Common Area and on any Property owned or leased by the Association; (5) payment of charges for garbage services, water and sewer services furnished to the Common Area and the employment of an attorney to represent the Association when necessary and such other needs as may arise.

Section 3. Maximum General Assessment. The General Assessment shall begin January 1 of each calendar year. The General Assessment shall be payable annually. The due date of the General Assessment shall be established by the Board

- a. Thereafter, for each calendar year or portion thereof, the General Assessment shall be established by the Board and may be increased annually by the Board without approval of the Association Members in an amount not to exceed ten (10%) percent of the maximum annual assessment of the previous year.
- b. Thereafter, the maximum General Assessment may be increased above ten (10%) percent by vote of the cumulative total of two-thirds (2/3) of the Class A member votes, who vote in person or by proxy at a meeting duly called for this purpose.
- c. The Board shall, in connection with the fixing of the General Assessment prepare, or cause to be prepared, an annual budget showing the services furnished by the Association and the cost thereof per Lot.
- d. The Board shall, in connection with the fixing of the general assessments, include an adequate reserve fund for maintenance, repair, and replacement of those elements of the common Area that must be replaced on a periodic basis and are payable in regular installments rather than by special assessments.

Section 4. Special Assessments For Capital Improvements. In addition to the General Assessment, the Association may levy in any assessment year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the consent of the cumulative total of two-thirds (2/3) of the Class A member votes, who are voting in person or by proxy at a meeting duly called for this purpose. All Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis or as established by the Board.

Section 5. Working Capital Fund Established. At the time of the conveyance of each Lot, the subsequent owner shall pay to the Association a sum of money equal to Five Hundred (\$500) Dollars, to establish a working capital fund to meet expenditures or purchase any additional equipment or services. The sums paid under this ARTICLE IV, Section 5., shall not be considered as advance payments of the General Assessment.

Thereafter, for each calendar year or portion thereof, the Working Capital shall be established by the Board and may be increased annually by the Board without approval of the Association Members in an amount not to exceed ten (10%) percent of the maximum Working Capital of the previous year.

Section 6. Notice Under Sections 3, 4 and 5 of Article IV. Written notice of any meeting called for the purpose of taking any action authorized under section 3, 4, or 5 shall be sent to all members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members or proxies entitled to cast fifty (50%) percent of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum for the subsequent meeting shall be the presence of members or proxies entitled to cast twenty-five (25%) percent of all votes. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. General Assessments and Special Assessments must be fixed at a uniform rate for all Lots to which the particular assessment applies.

Section 8. Date of Commencement of General Assessments. Due Dates. The Board shall fix the amount of the General Assessment against each Lot and notify Owner at least thirty (30) days in advance. Written notice of the General Assessment shall be sent to every Owner subject thereto. The due date of the General Assessment shall be established by the Board unless otherwise provided the due date is March 15<sup>th</sup> annually. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessment. If any Assessment (General or Special) is not paid on the date when due, then such Assessment shall become delinquent and shall bear interest at the rate of eighteen (18%) percent per annum after the due date. The cost of collection, including attorneys' fees, shall also be added to the amount due. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property and interest, costs, and attorney's fees of any such action shall be added to the amount of such Assessment and Assessments and penalties will continue to accumulate and become a lien against the Lot. No Owner may waive or otherwise escape liability for the Assessment

provided for herein by non-use of the Common Area, even during suspension periods or by abandonment of his Lot.

If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Common area are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing, provided, however, the Board may not deny ingress or egress to or from the Lot.

Section 10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now existing or hereafter placed upon the Lot. No sale or transfer of any Lot shall affect the Assessment liens or relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof except that a holder of a first mortgage that acquires the Lot pursuant to foreclosure of the mortgage or deed in lieu of foreclosure will take the Unit free of unpaid assessments which have accrued prior to the time such holder takes title to the Unit.

Section 11. Foreclosure Administration Fee. It is recognized that foreclosures of mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching Greenwood County, South Carolina land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Lot. The Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Lots. In accordance with these provisions and in addition to annual assessments, special assessments, specific special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot at foreclosure sale of the mortgage on such Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee of \$1,000.00 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Greenwood County, South Carolina records. The Foreclosure Administration Fee shall constitute a specific special assessment as described in this Declaration.

## ARTICLE V CLUB MEMBERSHIP REQUIREMENT

Section 1. Creation of Personal Obligation of Membership. All Owners will be required to join the Grand Harbor Golf & Yacht Club (the "Club"). Each Owner shall join the Club at the closing of their Lot. Each Owner shall be subject to the Club's membership requirements, assessments and rules and regulations in effect at the time of the closing of their Lot and any future changes or revisions enacted by the Club. The obligations contained in this section shall run with and bind the Lots and shall

inure to the benefit of and be enforceable by the Association or the Club.

## ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

Section 1. ACC. No building or other structure, including fences or fence like structures and walls, shall be commenced, erected or maintained upon a Lot nor shall any exterior addition to or change or alteration to any Lot or Unit (including changing the exterior paint color) be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same including but not limited to setbacks and curb cuts has been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and the general development plan by the architectural control committee ("Committee") composed of two or more representatives appointed by the Board of Directors. Any Lot landscaping or change in landscaping shall be approved by the committee. In the event said Committee, fails to approve or disapprove such change, alteration, design or location in writing within thirty (30) days after said plans and specification have been submitted to it said request shall automatically be deemed approved. The Committee, shall have the authority to adopt specific architectural guidelines, including but not limited to requiring that any plans be prepared and certified by a licensed Architect, for the Property and to charge a review fee to cover administrative and enforcement cost and a cash bond.

Section 2. Application Process and Review. The Board of Directors / ACC may establish procedures, forms, conditions and requirements for the submission of applications for modifications to the exterior appearance of a Lot. Such applications shall be in writing and, unless otherwise provided by the Board, submitted to the ACC. If the application requests any variance from provisions of this Declaration or published Community-Wide Standards related to the exterior appearance of the Lot or Living Unit, the Owner must expressly identify such variance in the application. No approval issued hereunder shall authorize such a variance unless that variance is expressly identified in the application and specifically approved in writing by the Board or ACC.

Except as may otherwise be determined by the Board, the ACC or its designated representative shall be the sole arbiter of such application.

The standard for approval of such modification shall include, but not be limited to : (1) aesthetic consideration; (2) materials to be used; (3) compliance with the Community-Wide Standards, this Declaration, or the design standards which may be established by the Board / ACC; (4) harmony with the external design of the existing dwellings, Lots and structures, and the location in relation to surrounding structures and topography and (5) any other matter deemed to be relevant or appropriate by the Board or ACC. The Board or ACC shall approve any request that it determines, in its reasonable discretion, to be in substantial compliance with such standard for approval.

Section 3. Appeal. If the ACC disapproves any application or part thereof, an Owner may, in writing, appeal the ACC's decision to the Board. The notice of appeal must be sent to the Board by certified mail and received by the Board within 14 days from the date of the ACC's disapproval notice, or the decision of the ACC shall become final, and all rights of appeal shall terminate. Within 45 days of receipt of a timely appeal, the Board shall approve, disapprove, or conditionally approve the Owner's application, and such ruling shall be final and binding on the Owner.

Section 4. Commencement and Completion of Construction. All construction approved hereunder must be commenced within six months from the date of approval, or such approval shall be deemed revoked, and the ACC will impose a \$500 fee to re-evaluate construction plan, unless the Board or ACC gives a written extension for commencing work. In the event of a written extension, house construction must commence within the extended date, or such approval will be revoked, and the ACC will impose a \$500 resubmission fee to re-evaluate construction plans. Property (lot) owners that wish to utilize the property (lake/dock access, use of the property for any purpose) prior to construction start must first pay \$4,500 Compliance Bond and subsequently begin construction within six months of utilization. Failure to begin a construction within the six months will result in forfeiture of the Compliance Bond. All modifications to a Lot or Living Unit approved hereunder shall be completed in its entirety within six months from the date of commencement, unless otherwise agreed in writing by the Board or ACC. Initial construction of a Living Unit shall be completed in its entirety within 15 months from the date of commencement, unless otherwise agreed to in writing by the Board or ACC.

Section 5. Professional Consultants and Fees. The Board of Directors shall be authorized to charge, as a specific special assessment, against any Owner and Lot reasonable fees for any architect, engineer or other professional consultant engaged by the Board to assist with review of modifications on, or submitted plans for, such Lot. Any professional consultants' fees shall constitute specific assessments as described in this Declaration.

Section 6. Limitation of Liability. The Association, Board of Directors, ACC, and members thereof, are not responsible for ensuring, and shall not be held liable for any injury, damage or loss arising out of: (1) the quality, structural integrity or soundness of any modification on a Lot; or (2) any modification's compliance with building codes, zoning regulations or other governmental requirements.

## ARTICLE VII MAINTENANCE RESPONSIBILITY

Section 1. Owner's Responsibility. Developed Lots / Living Units. Each Owner shall maintain and keep his or her Developed Lot / Living Unit in good repair, condition and order. This maintenance obligation shall include, but not be limited to, roofs, gutters,

downspouts, exterior building surfaces, foundations and foundation walls, windows, doors, trees, shrubs, grass, walks, walls and other improvements on the Owner's Lot. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standards established pursuant hereto. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners.

## ARTICLE VIII COVENANTS, RESERVATIONS AND USE RESTRICTIONS

Section 1. Land Use and Building Type. Without prior written approval of Board of Directors which may be withheld for any reason, no Lot shall be used except for the private residential purposes of a single family.

Section 2. Nuisance. No noxious or offensive activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Owners.

Section 3. Animals. No animals, livestock or poultry of any kind shall be raised, kept, bred maintained on any Lot or the Common Area except that a Lot Owner shall be allowed to have no more than two common household pets. Said pets shall be kept on leashes when not confined. If a pet becomes a nuisance as defined by the Association, then the nuisance must be removed immediately upon notification by the Association.

Section 4. Antennas and Satellite Dishes. Except as provided below or otherwise approved by the Board of Directors, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community. Direct broadcast satellite ("DBS") antennas and multi-channel multi-point distribution services ("MMDS") one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission ("FCC") and the Association. Any such devices shall be installed in the least conspicuous location available on the Lot that permits reception of any acceptable quality signal.

Section 5. Clotheslines. No clotheslines or other devices for drying clothes, sheets, blankets, laundry or other articles shall be located outdoors upon any Lot or the Common Area.

Section 6. Signs. Except as may be provided for herein or as may be required by legal proceedings or any governmental construction permitting process, no signs, advertising posters, political placards, billboards or banners of any kind shall be erected, placed, or permitted to remain in the Community without the prior written consent of the Board of Directors or ACC, other than: (1) two professional security signs not to exceed six inches by six inches each in size displayed on a Lot; (2) The Board may establish rules permitting temporary signs on Lots announcing open

houses, births, birthdays or other events for limited periods of time. The Board shall have the right to erect signs on the Common Property.

Section 7. Temporary Structures. No structure of a temporary character shall be placed upon any Lot or the Common Area at any time provided, however, that nothing herein shall prevent a contractor from using a small temporary structure during the course of construction. The structure shall be removed from the Lot or Common Area upon completion of construction.

Section 8. Trailers. Etc. No trailer, tent, barn, tree house, shed, or similar outbuilding shall be placed on any Lot or the Common Area at any time either temporarily or permanently; however, storage buildings of a design and construction similar to the Unit may be allowed subject to the approval of the Committee, but not prior to a Unit being constructed.

Section 9. Disabled and/or Stored Vehicles and Parking

Disabled or stored vehicles are prohibited from being parked in the Community, except in garages. For purposes of this subparagraph a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains in the Community, other than in a garage, for 14 consecutive days or longer without prior written consent of the Board.

Boats, jet-skis, trailers, buses, taxis, hearses, limousines, recreational vehicles, motor homes, campers, panel truck, trucks with a cargo-load capacity of one ton or more, full-size vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the South Carolina Department of Motor Vehicles), vehicles containing visible evidence of commercial use (such as tool boxes, tool racks, ladders, ladder racks or tow winches), and vehicles with commercial writings on their exteriors (except law enforcement and emergency vehicles marked as such) are also prohibited from being parked in the Community, except: (1) in garages or as otherwise approved by the Board; (2) in the case of service vehicles on a temporary basis during daytime business hours or during emergencies for the purpose of serving a Lot. The Board may establish additional rules regarding vehicles and parking in the Community, which may include restrictions on the number of vehicles which may be parked in the Community; or (3) motor homes shall be permitted to park on a driveway, or a Lot while being loaded, unloaded, or maintained for no more than 72 hours and such additional rules as adopted by the Board.

The streets in the Plantation at Grand Harbor are private and not dedicated to public use. Owners and occupants are prohibited from regularly parking vehicles on a street. Parking on streets is limited to occasional and short-term visitors to Living Units.

No Owner or Occupant may keep or bring into the Community more than a reasonable number of vehicles per Lot. Vehicles must be parked in garages, driveways on Lots, designated parking spaces, or other areas authorized in writing by the Board.

Vehicles may not be parked on any grass or landscaped areas on Lots.

Section 10. Outdoor Recreational Equipment. Permanent outdoor recreational equipment including basketball goals, shall not be installed or used on any Lot unless it has been approved by the Committee.

Section 11. Subdivision. No Lot shall be subdivided, or its boundary line changed, except with the written consent of the Board of Directors.

Section 12. Fuel Tanks. No fuel tanks or similar storage receptacles may be installed, unless approved by the appropriate government authority and by the Committee.

Section 13. Garbage. Garbage receptacles shall be used upon the Property only in accordance with the guidelines of the Committee or as any governmental entity may direct. If garbage receptacles are required to be placed on the road, the receptacles shall be placed on the road only on the morning of collection and shall be removed from the road the same day that garbage is collected.

Section 14. Mailboxes. The Association will have a standard mailbox type for each lot. The standard mailbox type includes joint mailboxes for Verandah Beach or other areas deemed too small for a single mailbox. They will be provided for a fee. The mailbox may be installed with written approval of the Committee.

Section 15. Use Restrictions. The Board shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of this Declaration and shall have the right to bring a suit at law or in equity by injunction to enforce the Rules and Regulations promulgated by it. The Association shall further have the right to levy fines or violation of such Regulations or violations of this Declaration. For each day a violation continues after notice, it shall be considered a separate violation. Any fines so levied are to be considered an assessment to be levied against the particular Owner involved, and any collection may be enforced by the Association in the same manner as the Association is entitled to enforce collection of the other assessments. Fines may be levied against an Owner's guest, invitee or tenant and the Owner shall be jointly and severally liable with his guest, invitee or tenant for the payment of the same. In the event the Association institutes legal action for the collection of any fines. The Owner shall be responsible for payment of reasonable attorney's fees of the Association plus interest and costs of the suit.

## ARTICLE IX EASEMENTS

Section 1. Utilities. A nonexclusive easement is reserved to the Association utility companies, private water and sewer companies, cable television companies, private garbage collectors and public agencies in, upon, over, under, through and across the Lots and Common Area for the purposes of installation, maintenance,

repair and replacement of (a) all sewer, water, power and telephone, pipes, lines, mains, conduits, poles transformers, or television facilities and any and all other equipment or machinery necessary or incidental to the proper functioning of any utilities system, whether public or private, serving the Property; or (b) collection of trash and garbage; or (c) any other improvements thereto including the right of ingress and egress, which easement shall be for the benefit of the Association in connection with the proper discharge of its responsibilities incurred under the terms of this documents with respect to the Lots or Common Area.

Section 2. Ingress and Egress. Every Owner in Grand Harbor, Patriot Plantation and Retreat shall have a nonexclusive easement for ingress and egress to the amenities of both developments subject to the rules and regulations of each development.

Section 3. Mutual Easements. Every Owner shall have a nonexclusive easement to use and maintain all pipes, wires, ducts, cables, conduits, utility lines, drainage lines, water liens and other common facilities located on any portion of the Property which serve the Lot of an individual Owner. The Association or its representative shall have the right of access to each Unit to inspect same in order to correct any conditions threatening another Unit or to correct the violation of any provision set forth in the Declaration, the By-laws or in any Rules and Regulations promulgated by the Association; provided, however, that a request for entry is made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

Section 4. Drainage. The Association and Owners, shall have a nonexclusive easement in common in, upon, over, under, across and through the Lots and Common Areas for surface water runoff, water runoff from roofs, and drainage caused by natural forces and elements, grading and/or improvements located upon the Lots and Common Area. No Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property.

Section 5. Use of Easement. Subject to all of the other Condition, Covenants and Restrictions contained in this Declaration, each Owner shall have the right to use the portion of his Lot subject to any easement in any manner not inconsistent with the purposes for which such easement is reserved. Except as stated to the contrary in this Declaration, the Owner shall continuously maintain the area within such easement and all improvements within its boundaries, except for such improvements for which a public authority or public utility is or may become responsible for maintenance.

Section 6. Pool. The Pool at the Plantation at Grand Harbor is owned and operated by The Club. The Club determines the rules for access and the rules associated with member access to the pool and its covered patio, including

fireplace. All operational liability belongs to the Club.

Section 7. Eagles Roost Island. The tract of land referred to as Eagle Roost Island is owned by the Plantation at Grand Harbor HOA. The property is in a Conservancy Trust that is managed by Upper Savannah Land Trust. All associated compliance rules exist with the conservancy rules. If/when American Bald Eagles are nesting, access rules are set by SCDNR (South Carolina Department of Natural Resources).

## ARTICLE X VERANDAH BEACH

Section 1. Combined Lots. Notwithstanding, the Board shall have the authority, but not the obligation, to permit adjoining Lots in Verandah Beach (Lots 1-28) to be combined and replatted as a single Lot ("Combined Lots")

- a. Combined Lots in Verandah Beach shall pay the General Assessment as follows: On each Lot at the rate imposed per Lot without a unit ("Unimproved Lot") until such time as a Unit is constructed on the Combined Lot, at which time the Combined Lot shall pay at the rate imposed on a single Lot with a Unit ("Improved Lot")
- b. To compensate the Association for the decrease in the number of Lots paying assessments that results from the combining of Lots, the Owner of a Combined Lot shall pay a surcharge to the Association at the time the revised plat is recorded in the Office of the Clerk of Court of Greenwood County. The amount of the surcharge at the time of this amendment, is the amount of \$5,000 and is subject to change by the Board of Directors.

Section 2. Plans and Specifications. The Association has unique plans and specifications for the construction of improvements upon the Lots within Verandah Beach. Construction on any lot is restricted only to the limited and approved plans and specifications set forth in the architectural guidelines for Verandah Beach. The architectural control committee (ACC) is charged with the duty and must ensure that construction in Verandah Beach is in strict compliance with the architectural guidelines set forth for Verandah Beach. If the ACC fails to respond or act to a request made to the ACC within forty-five (45) days after receipt of the written notice of the request, then the request is deemed approved; however, the failure of the ACC to respond cannot and will not invalidate any requirement set forth in any version of architectural guidelines.

Section 3. Joint Dock Easement. A unique feature of the lots within Verandah Beach is that there are 12 docks on 24 lots which docks are to be jointly shared by two adjacent lot owners. The 12 docks will be designated where the docks will join the land based on

the plat of the subdivision recorded in the Office of the Clerk of Court Greenwood County, or other a more detailed plat generated specifically for the purpose of designating the placement of these aforementioned docks that may not be recorded. The shared docks are between Lots 3 and 4; Lots 5 and 6; Lots 7 and 8, Lots 9 and 10; Lots 17 and 18; Lots 19 and 20; Lots 21 and 22; Lots 23 and 24; Lots 25 and 26; Lots 27 and 28. By way of clarification, there is no joint dock between Lots 1 and 2 as Lots 1 and 2 are not dockable lots. Lots 12 and 13 are combined lots; Lots 15 and 16 are combined lots. Single docks are permitted on lots 11 and 14.

- a. The following restrictive covenants, reciprocal easements and affirmative obligations are imposed by the Association on all lots, and by the acceptance of a deed by a lot owner, his heirs, successors and assigns, covenants and agrees to abide by and be bound by the same:
  - (1) The terms, conditions, covenants, easements and agreements set forth in this Joint Dock Agreement will be binding on each of the lot owners and also on their heirs, successors, assigns and legal representatives of them and are to be covenants which run with the land as to each Lot.
  - (2) All actions taken by a lot owner as to the use, maintenance and repair of a dock will be in accordance with the laws, rules, regulations, and/or ordinances of (a) the South Carolina Department of Health and Environmental Control (b) Greenwood County, (c) and any other governmental entity having jurisdiction and control over docks on Lake Greenwood, (d) the Declaration of Covenants and Restrictions for the Plantation at Grand Harbor a/k/a The Plantation at Grand Harbor, as amended.
  - (3) Each lot owner agrees that the part of the dock touching his/her lot is to be jointly owned by the owner of the other lot touching the dock in equal shares and each lot owner grants, releases and assigns to the other joint lot owner the joint reciprocal use and equal access.
  - (4) Common Area – the entire dock area and appurtenances are considered common area, unless agreed otherwise in writing by the joint owners.
  - (5) All decisions involving the maintenance, repair and use of the dock (herein to include piles, piers, floats, electrical and/or water facilities and walkways that are a part of the common area) will be reduced to writing and upon the written consent of the owners of the two lots, such decisions will be binding and mandatory and repair of the dock will be shared equally by the owners of the two lots (i.e. a 50% cost to each of the two lot owners.)
  - (6) If there is a dispute as to whether repairs need to be done or not be done to the dock area that is shared jointly (common area), it will be agreed that a third-party arbitrator will be brought in to settle the dispute. The arbitrator

must be a qualified dock builder with no interest or relationship to the ownership of the dock. Once the arbitrator makes an inspection and comes up with his findings, the two property owners must abide by the arbitrator's decision.

- (7) During the month of June of each year, if not otherwise agreed to in writing, the owners of the two lots will (a) meet, (b) discuss the state of condition of the dock, (c) make decisions about any repairs or maintenance needed to the dock (d) make decisions regarding liability or damage, and (e) make decisions about the use of or any other issues related to the dock. The terms of Paragraph 5 above apply to any decisions made. The owners of the even numbered lots are to give notice of the meetings and be the chairperson of such meetings unless the person at the meeting decides to the contrary.
- (8) In the event of the failure of an owner to respond to the meetings and/or to fail to respond to payment of costs and expenses (after fifteen days' notice of payment due) which are agreed to as provided herein, the following remedies will apply:
  - a. The complying owner can give written notice and the defaulting owner, their guests, tenants and invitees will be prohibited from the use of the dock until there is a compliance with the terms of the Agreement
  - b. The complying owner may bring a suit for specific performance and/or contribution of any pro rata costs and expenses that have been agreed to as provided for herein. In the event of such a suit, the costs and expenses of the same (to include reasonable attorney's fees) to be paid to the owners instituting suit by the defaulting owner. No civil proceeding may be commenced until after formal consultation with the Board of Directors of the Association.
  - c. Any additions to the property owner's dock must be presented to the Architectural Control Committee for approval.

## ARTICLE XI ENCROACHMENTS UPON LAKE GREENWOOD

Section 1. Greenwood County ("the County") License. The County has obtained a License bearing Number P-1267 from the Federal Energy Regulatory Commission to operate a certain hydroelectric project described therein and known as Lake Greenwood (hereinafter "the Lake"), and Article 417 (b) of the aforesaid License empowers the County to grant permits for encroachments upon the Lake such as non-commercial piers, landings, boat docks and similar structures and facilitates (hereinafter "Encroachments") to serve single-family dwellings, and the Greenwood County Council has enacted ordinances, resolutions and regulations governing the aforesaid Encroachments, including but not limited to its Resolution 2007-13, and, the aforesaid Encroachments may be affixed to tracts of real property subject to covenants, conditions or deed restrictions of a

subdivision or neighborhood, and the aforesaid covenants, conditions or deed restrictions may regulate Encroachments within the subdivision or neighborhood more stringently or more specifically than the regulations enacted by the Greenwood Council, and the County has no standing to enforce the covenants, conditions and deed restrictions of any subdivision or neighborhood, and the Greenwood County Council desires to give effect to the wishes of the residents and property owners of the subdivisions and neighborhoods of Lake Greenwood, as expressed in the covenants, conditions and deed restrictions of the same.

Section 2. ACC Approval. That, where actual notice is given of a restrictive covenant, condition or deed restriction on tracts within a subdivision, neighborhood or organized area, and the said restrictive covenant, condition or deed restriction does not conflict with any ordinance area, and the said restrictive covenant, condition or deed restriction does not conflict with any ordinance, resolution or regulation enacted by the County, the Lake Management Division of the County (hereinafter "Lake Management") shall not issue any permit for an Encroachment without first obtaining the written consent of any duly appointed and constituted architecture control committee of the said subdivision, neighborhood or area including The Plantation at Grand Harbor.

Section 3. Lake Management Enforcement. That Lake Management, and the County generally, shall enforce only those ordinances, resolutions and regulations enacted by the Greenwood County Council, and shall not bear or undertake any responsibility for enforcing the restrictive covenants, conditions or deed restrictions of a subdivision, neighborhood or organized area.

## ARTICLE XII GENERAL PROVISIONS

Section 1. Application. All Owners, guests and tenants, shall be subject to the provisions hereof and to the provisions of the Articles of Incorporation and the Bylaws.

Section 2. Enforcement. The Association, ~~Declarant~~, Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, fines, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 4. Agreements. The Association shall be and is hereby authorized to enter into such agreements, including without limitation, management contracts, as it may deem necessary or desirable for the

administration and operation of the Common Area and the Lots, if appropriate. Each Owner by acquiring a Lot agrees to be bound by the terms and condition of all such agreements entered into by the Board on behalf of the Association. A copy of all such agreement shall be made available at the office of the Association for review by an Owner; however, any agreement shall provide that the Association shall have the right to terminate, without cause, the contract with the manager at any time after a transfer as provided in ARTICLE III, Section 2(b) herein. The right to terminate shall further provide that a penalty would not be paid by the Association on account of said termination. The manager shall be entitled to a sixty (60) day notice of the Association's desire to terminate the contract.

Section 5. Duration and Amendment. The Covenants of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, Committee, or any Owner subject to the terms of this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive period of ten (10) years. This Declaration may be dissolved at any time upon the vote of one hundred (100%) percent of the Owners. This Declaration may be amended by a vote of total of two-thirds (2/3) of the members voting in person or by proxy at a meeting duly called or authorized or by electronic or authorize. Said written instrument shall be recorded in the Offices of the R.M.C. for Greenwood County..

Section 6. Waiver. No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or reaches which may have occurred.

Section 7. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context requires or permits.

Section 8. Assignment. The Board of Directors reserves the right to assign all rights, privileges, or benefits reserved in these Covenants.

Section 9. Lender's Notices and Information. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- Any condemnation loss or casualty loss which affects a material portion of the project or any Lot on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer, or guarantor as applicable.

- Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor which remains uncured for a period of sixty (60) days.
- Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or
- Any proposed action requiring consent of a specified percentage of eligible mortgage holders.

Section 10. Electronic Communication. The Association may make use of computers, the internet, and expanding technology to facilitate community interaction and encourage participation in Association activities. For example, the Association may create and maintain a community internet or internet home page, maintain an “online” newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and occupants to interact and participate in Association sponsored activities. To the extent South Carolina law permits, and unless otherwise specifically prohibited herein or in the Bylaws of the Association, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means. If notices and voting (with authentication) are allowed by electronic means, such notices and votes shall be deemed as if in person, via U.S. Mail, physical posting, telephone, proxy, telegraph, facsimile or other traditionally accepted forms of notice communication and voting. All references to electronic deliveries and all other electronic communication shall only be allowed if authorized by the Association.

ARTICLE XIII  
SHORT-TERM LEASING PROHIBITED

To preserve the residential character of the Plantation at Grand Harbor community, short-term, transient rentals of Lots, or any portion of a Lot, for any period less than thirty (30) consecutive days is strictly prohibited.

Section 1. Short-Term Leasing Restrictions. No Lot, or any part of a Lot or dwelling on a Lot, shall be leased, rented, occupied, licensed, or used by any entity or person for any period less than thirty (30) consecutive days for services or uses commonly associated with hotel, motel, bed and breakfast, or vacation type services, as determined by the Board in its good faith discretion, or arranged through use of “Airbnb,” “Vrbo,” “HomeAway,” “FlipKey,” “Couchsurfing,” “Booking.com,” or other website, online platforms or companies through which property owners or their agents offer properties and/or rooms for short-term rentals, stays, and/or occupancy. Any such lease, rental, occupancy, license, or use of a Lot, or any part thereof, is hereby strictly prohibited and shall be a violation of this Article XVIII.

Section 2. Solicitation of Short-Term Leasing Prohibited. No Lot, or any part of a lot or dwelling on a Lot, may be listed, advertised, or otherwise offered in any way whatsoever for lease, rental, use, license, or occupancy for any period less than thirty (30) consecutive days, whether through “Airbnb,” “Vrbo,” “HomeAway,” “FlipKey,” “Couchsurfing,” “Booking.com,” or other website, online platforms or company available for listing, advertising, or otherwise offering leasing, rental, use, license, or occupancy of properties and/or rooms. Any such listing, advertisement, or other such offering is hereby strictly prohibited and shall be a violation of this Article XVIII.

Section 3. Enforcement and Sanctions for Violations. The Board of Directors shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and ByLaws, to enforce the provisions of this Article XVIII. The Board shall have the authority to determine, in its discretion, whether a specific lease, rental, use, license or occupancy of a Lot (or series of same) or listing, advertisement, or other such offering violates this Article XVIII.

In addition to all other enforcement remedies provided under the Declaration and applicable law, the enforcement actions available to the Board for violations of this Article XVIII include, but are not limited to: (1) levying of daily fines against a violating Owner and his or her Lot in an amount up to the greater of: (i) the highest nightly rate at which such Lot or rooms are offered for lease, rent or occupancy in violation of this Article XVIII or (ii) five hundred dollars (\$500.00) per day that the Lot or rooms are leased, rented or occupied in violation of this Article XVIII, as determined by the Board, and/or (2) the filing of a lawsuit to enjoin the unauthorized leasing, rental, license, or occupancy and require removal of any unauthorized occupants. All costs incurred by the Association in any such enforcement action, including the Association’s reasonable attorney fees actually incurred, shall be a

specific assessment against the Owner and a lien against the Owner's Lot.

The limitation on daily fine amounts stated herein shall apply only to violations of this Article XVIII and shall not operate as a limitation on fines for any other violations of this Article XVIII or this Declaration.



EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTION

All that certain lot, tract or parcel or land, with improvements thereon, situate, lying and being in the Count of Greenwood, State of South Carolina, being more fully shown and designated as Tract A according to plat prepared by Heaner Engineering Co., Inc., dated November 10, 1992 and revised April 29, 1997 said revised plat being recorded in Plat Book 102 at Page 24 in the Office of the Clerk of Court for Greenwood County, which said Plant of Survey is incorporated herein by reference and made a part and parcel hereof, also, as further particularly described by plat entitled "Plat of Patriot's Plantation, Located in Greenwood, South Carolina, Prepared for Patriot Plantation Land Company, LLC" by David & Floyd Engineering of date February 26, 2003, heretofore entered for record in the Office of the Clerk for Greenwood Count in Deed Book 119 at Page 64.

These properties are subject to the Protective Covenants, Conditions and Restrictions imposed upon Plantation at Grand Harbor Subdivision, as amended, as entered for record in the Office of the Clerk of Court for Greenwood County.

**ALSO**, All that certain lot, tract or parcel of land, with improvements thereon, situate, lying and being in the County of Greenwood, State of South Carolina, at 411 Mill Cabin Road, more specifically show and designated as Tract B on a plat prepared by Heaner Engineering Co., Inc., dated November 10, 1992 and revised April 29, 1997, said revised plat being recorded in Plat Book 102 at Page 24, in the Office of the Clerk of Court for Greenwood County. According to said plat the within described Tract B consists of 7.07 acres. Said plat of survey is incorporated by reference and made a part and parcel hereof. Also, as further described by plat entitled "Plat of Veranda Beach, Located in Greenwood, South Carolina, Prepared for SCN Veranda Beach, LLC" by Davis & Floyd Engineering of date March 20, 2006, heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Deed Book 129 at Page 26.

The said properties are subject in every respect to existing easements and rights-of-way for streets, roads, utilities of record or in place.

These properties are subject to the Protective Covenants, Conditions and Restrictions imposed upon Plantation at Grand Harbor Subdivision, as amended, as entered for record in the Office of the Clerk of Court for Greenwood County.