
**AMENDED MASTER DECLARATION
OF CONDITIONS, COVENANTS AND
RESTRICTIONS OF**

THE ROCK AT JOCASSEE

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STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

AMENDED MASTER DECLARATION
OF CONDITIONS, COVENANTS AND
RESTRICTIONS OF THE ROCK AT
JOCASSEE

WHEREAS, there is recorded in the ROD Office for Pickens County, South Carolina certain Covenants, Conditions and Restrictions concerning what was formerly known as Table Rock Resort, in Deed Book 9, Page 262; which were amended which First Amendment was recorded at Deed Book 885, Page 15 and

WHEREAS, there is recorded in the ROD Office for Pickens County, South Carolina Supplemental Declaration Covenants, Conditions and Restrictions concerning The Rock at Jocassee (f/k/a Table Rock Resort) Woodmere Phase I, in Deed Book 797, Page 249; and

WHEREAS, there is recorded in the ROD Office for Pickens County, South Carolina Supplemental Declaration Covenants, Conditions and Restrictions concerning The Rock at Jocassee (f/k/a Table Rock Resort) Woodmere Phase II, in Deed Book 852, Page 177; and

WHEREAS, there is recorded in the ROD Office for Pickens County, South Carolina Amended Supplemental Declaration Covenants, Conditions and Restrictions concerning Table Rock Resort Whispering Falls, in Deed Book 70, Page 204 which were amended which Amendment was recorded at Deed Book 140, Page 235; and

WHEREAS, there is recorded in the ROD Office for Pickens County, South Carolina Supplemental Declaration Covenants, Conditions and Restrictions concerning The Rock at Jocassee (f/k/a Table Rock Resort) Fairway Woods, in Deed Book 797, Page 241; and

WHEREAS, there is recorded in the ROD Office for Pickens County, South Carolina Supplemental Declaration of Covenants, Conditions and Restrictions concerning The Rock at Jocassee (f/k/a Table Rock Resort) Creekside Village of Woodmere, Phase II, in Deed Book 998 at Page 16 on April 25, 2006; and

WHEREAS, the majority of the owners of the property near the Town of Sunset, Pickens County, South Carolina, now known as **THE ROCK AT JOCASSEE** wish to Amend and Supplement and substitute in its entirety the following Declaration of Covenants, Conditions and Restrictions and revoke the aforesaid Declarations of Covenants, Conditions and Restrictions set forth hereinabove having approved the same; and

NOW, THEREFORE, the owners of the Real Property as hereinafter defined for and in consideration of the mutual covenants herein created for their benefit and any

future owner of any Numbered Lot in the Real Property, hereby declare, create and impose the following covenants, restrictions, easements, assessments, reservations and servitudes, which are hereby declared covenants running with the land in perpetuity, as follows:

ARTICLE I - DEFINITIONS

1.1 Architectural Committee. "Architectural Committee" is that Committee established under the terms of Article IV hereinafter set forth.

1.2 Board of Directors. "Board of Directors" or "Board" means those persons elected or appointed and acting collectively as the Directors of the Association.

1.3 Building. "Building" shall mean and refer to a structure or residence constructed or erected on the Property.

1.4 Bylaws. "Bylaws" means the bylaws of the Association as they now or hereafter exist.

1.5 Common Area. "Common Area" shall mean and refer to all land within the Property owned by the Association, along with facilities and improvements erected or constructed thereon, for the exclusive use and enjoyment of the members of the Association as shown on the aforementioned recorded plat and the plats of additional properties as may be hereafter annexed as hereinafter provided. Said common area shall be maintained by the Association. Developer may not convey any common area to the Association. Acceptance of common areas will need a 2/3 approval of membership in good standing.

1.6 Common Expenses. "Common expenses" shall mean and include:

1.6.1 All sums lawfully assessed by the Association against its members;

1.6.2 Expenses for the maintenance of street signs and mailboxes located in the subdivision.

1.6.3 Expenses of taxes, administration, maintenance, repair or replacement of the common areas;

1.6.4 Expenses declared to be common expenses by the provisions of this Declaration or Bylaws;

1.6.5 Hazard, liability or such other insurance premiums as to the Declaration or Bylaws may require the Association to purchase; and

1.6.6 Expenses agreed by the members to be common expenses of the Association.

1.7 Common Profits. "Common profits" shall mean and refer to the balance of all income, rents, profits, and revenues of the Association remaining after the deduction of the common expenses or reserves therefore. Common profits shall not mean or include any sums lawfully assessed against members by the Association.

1.8 Developer. "Developer" shall mean and refer to Water Head LLC or any future new developer.

1.9 Numbered Lot. "Numbered Lot" shall mean and refer to all Lots of the Real Property as shown on the Plat. "Numbered Lot" or "Lot" shall also mean and refer to any plot of land, other than common areas, shown on the recorded subdivision plat of the Property and upon which a residence has been or may be constructed.

1.10 Owner or Owners. The term "Owner" or "Owners" shall mean the present Owner or Owner's of the legal title to any Numbered Lot in the Real Property. The word "Developer" shall mean Water Head LLC, the present Owner of certain of the Numbered Lots in the Real Property.

1.11 Plat. The term "Plat" shall mean and refer to plats recorded in Plat Book 45 at Page 43, Plat Book 333 at Pages 19 & 20, Plat Book 357 at Pages 13 & 14, Plat Book 510 at Page 19, and Plat Book 547 at Pages 6 & 7 on which all Lots in the Real Property are designated as set forth in Paragraph 1.13, or any later plat recorded by Developer and designated as a plat of property of The Rock At Jocassee.

1.12 Property Owners Association. Property Owners Association (or "Association") shall mean and refer to a homeowners association for the benefit of the Owners and whose members are the owners of Numbered Lots, and is hereinafter referred to as "Property Owners Association".

1.13 Real Property. "Real Property" as used herein shall refer to all Numbered Lots in the subdivisions known as Whispering Falls, Fairway Woods, Woodmere, Phase I, Woodmere, Phase II, and Creekside Village of Woodmere, Phase II as shown on the plats thereof recorded in the ROD Office for Pickens County, South Carolina, the plat for Whispering Falls being recorded in Plat Book 45 at Page 43, the plat for Fairway Woods being recorded in Plat Book 333 at Pages 19 & 20, the plat for Woodmere, Phase I being recorded in Plat Book 357 at Pages 13 & 14, the plat for Woodmere, Phase II being recorded in Plat Book 510 at Page 19 and the plat for Creekside Village of Woodmere, Phase II, being recorded in Plat Book 547 at Pages 6 & 7, or any later plat of Creekside Village of Woodmere, Phase II, recorded by the Developer.

ARTICLE II - REAL PROPERTY SUBJECT TO THIS DECLARATION

2.1 Numbered Lot Area. Numbered Lots may not be re-subdivided. However, a Numbered Lot may be re-subdivided for the purposes of annexation of the same to a contiguous Numbered Lot to be and become a part and parcel thereof. In the event that a Numbered Lot is next to a contiguous numbered tract, all easements for utilities and

Numbered Lot after annexation of a contiguous Numbered Lot in whole or in part. Any purchaser of two (2) or more adjacent Lots may erect a residential building or structure in the middle (or thereabouts) of said Lots so long as the covenants, terms, restrictions, conditions and limitations herein contained are otherwise complied with. The aforesaid is not intended to prevent the sale or exchange of a portion of any lot to correct an inadvertent encroachment or zoning violation on an adjacent lot.

2.2 Usage. Any Numbered Lot shall be used exclusively for a single-family residential dwelling not to exceed two and one-half stories in height (not including basement), an attached garage for private passenger automobiles and appurtenant structures hereinafter permitted.

2.3 Conflict with Zoning Statutes/Ordinances. In the event of any conflict with the provisions hereof with any zoning ordinance or statute, or subdivision law or regulation applicable to the Real Property, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

2.4 Property Rights.

2.4.1 Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area that shall be appurtenant to and shall pass with the title to every assessed lot, subject to each of the following.

2.4.1.1 The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the limited common area and facilities.

2.4.1.2 The right of the Association to suspend the voting rights by a member, or any person to whom he has delegated his voting right, for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

2.4.1.3 The right of the Association to formulate, publish and enforce rules and regulations.

ARTICLE III - USES PERMITTED AND PROHIBITED

3.1 Residence Requirements. All residential structures located on any numbered lot shall meet the following requirements in addition to having the prior approval of the Architectural Committee

3.1.1 Square Footage Requirements. The total living area of the main residential structure on any Lot, exclusive of open porches, garages and/or carports

shall not be less than the following for each individual subdivision. Houses containing less than the referenced square footage may be considered for approval on no more than forty percent (40%) of the lots in the subdivision, which approval shall be at the sole discretion of the New Construction Review Board.

3.1.1.1 Woodmere Phase I and Fairway Woods: one thousand six hundred (1600) square feet for a single story dwelling or fourteen hundred (1400) square feet on the main floor of a multiple story dwelling, and no less than six hundred (600) square feet for a finished basement or upstairs area.

3.1.1.2 Woodmere Phase II (including Creekside Village): one thousand two hundred (1200) square feet for a single story dwelling or one thousand (1000) square feet on the main floor of a multiple story dwelling, and no less than six hundred (600) square feet for a finished basement or upstairs area.

3.1.1.3 Whispering Falls: one thousand two hundred (1200) square feet for a single story dwelling or six hundred (600) square feet on the main floor of a multiple story dwelling.

3.1.2 Swimming Pools. No above ground swimming pools are allowed without unanimous approval from the Architectural Committee. In-ground pools, spas and hot tubs must be approved by the Architectural Committee.

3.1.3 Landscaping. Front yards shall be landscaped within one year after certificate of occupancy has been issued.

3.1.4 House Direction. Placement of the home must be approved by the Architectural Committee.

3.1.5 Storage Building. The Architectural Committee must approve storage building and other buildings incidental to the residential use of the lot including detached garages not to exceed one and one-half story.

3.1.6 Vinyl Siding. Vinyl siding shall not be permitted.

3.2 Temporary Buildings. No trailer, tent, shack, garage, barn or similar other outbuilding erected upon any Numbered Lot shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

3.3 Trailers, Boats and the Like. Any camping trailer, camping van, truck, equipment, boat, motorcycle, motor bicycle, and/or similar equipment or vehicles used for the personal enjoyment of a resident of a Numbered Lot shall at all times be parked, stored and positioned to be inconspicuous and not, in any case, visible from the road or adjacent homes without approval of the board. No tree houses, play houses, storage

sheds, greenhouses, cabanas, guest houses, barns or other out-buildings or structures shall be erected on any Numbered Lot unless previously approved in writing as to design, location and materials by the Architectural Committee. No unlicensed motor vehicles shall be allowed on the Properties. No motorbikes, motorcycles, motor scooters, or other vehicles of that type shall be permitted on the Properties if they are a nuisance by reason of noise or manner of use in the sole judgment of the Board.

3.4 Nuisances. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the subdivision.

3.5 Oil Tanks. All fuel or propane tank containers shall be enclosed or buried underground consistent with normal safety precautions and the law.

3.6 Trash, Rubbish, Hazardous Waste, Etc. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste material shall not be kept on any lot except in sanitary containers. All garbage cans and other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and shall be kept or maintained so as not to be visible from the streets.

3.6.1 No hazardous waste, hazardous material, explosives, incendiaries or gasoline, except (a) in Underwriters Laboratories, Inc. approved containers, in quantities of five (5) gallons or less and no more than five (5) containers or (b) in motor vehicles gas tanks shall be placed or maintained on or in any lot. No substances or devices shall be placed, remain or be maintained on or in any lot which emits or gives off any unpleasant, hazardous or noxious odors, sounds, lights, smoke, gases, liquids or other substances.

3.6.2 No building materials, supplies, equipment of any kind or other items may be placed, stored or allowed to remain on any lot, except that building materials and equipment may be placed or stored upon any such lot during construction of houses thereon or during approved additions, modifications or repairs thereon after having obtained approval and required permits from the Architectural Committee.

3.6.3 No incinerators or other devices used for the burning of trash, rubbish, garbage or other waste shall be placed, maintained or used on or in any lot.

3.7 Business Prohibited. No structure at any time situated on the Real Property shall be used for any commercial, amusement, hospital, sanitarium, school, clubhouse, charitable or manufacturing purposes, or a professional office, except that the Developer may maintain a model home as a sales office pending sale of the lots owned by Developer in Creekside Village.

3.8 Home Office/Business. Individual Lots within the subdivision may be used for a home office/business which is defined as a commercial enterprise conducted by a person within (inside) his residence (not within a garage, whether attached or detached, storage building, etc.). No other commercial enterprise or business shall be allowed. In order for a commercial activity to be considered as a home office/business within the meaning of this section, the following criteria shall be met:

3.8.1 The activity shall be located on the same lot as the residence of the person conducting the home office/business, and the activity shall be entirely contained within (inside) the person's residence.

3.8.2 The activity is carried on by the person(s) who reside(s) at this location.

3.8.3 The activity is incidental and secondary to the use of the property for residential purposes. The amount of space used for the activity does not exceed 20% of the total building (residence) square footage contained on the property or 1000 square feet, whichever is less.

3.8.4 The activity does not result in any objectionable noise, fumes, dust or electrical disturbance, nor does it increase traffic volumes or the amount of parking in the immediate neighborhood.

3.8.5 The activity does not include any window or outdoor display of goods, stock in trade or other commodities, and does not include any retail sales on the premises. A dwelling unit where a home office/business is located shall not be used as a point for customer visits, pick-ups or deliveries. The outdoor storage of goods, stock in trade and other commodities shall be prohibited.

3.8.6 In no event shall any sign advertising the office/business be allowed.

3.8.7 Certain businesses and commercial enterprises are specifically excluded from the criteria for a home office/business which means that the excluded business may not be conducted as a home office/business. The specific businesses which shall be excluded are, by way of illustration, but not limitation: no store of any kind, no hospital, sanatorium, or other place for the care or treatment of the sick or disabled, physically or mentally; nor any public theater, bar, restaurant, or other public place of entertainment; no children's daycare, or any residential building housing more than two families shall ever be constructed, opened, or permitted to remain within the subdivision.

3.8.8 No Hunting or Target Shooting will be allowed.

3.9 Animals.

3.9.1 Dogs, cats or other household pets may be kept, provided they are not bred or maintained in such number or in such manner so that such shall constitute an annoyance or nuisance to the neighborhood or shall in any way be detrimental or injurious to the health of the neighborhood, the property of others or destructive to wildlife.

3.9.2 Pet owners shall be liable for keeping pets under control at all times and will be liable for any damage caused by them to Owners, persons or property. Pets may be outside only if kept on a leash or on the property of the property owner.

3.10 Driveways. The total area of all driveways shall be paved or finished with plant mix concrete, or other materials as may be approved in writing by the Architectural Committee.

3.11 Utility Yards. Garbage, trash cans and similar items must be located inconspicuously to the rear of the main residence in such manner as may be approved in writing by the Architectural Committee in order that the same will not be visible from a street or adjacent residences.

3.12 Exterior Lighting. No additional exterior lights shall be mounted on telephone poles or similar stands on any Lot. The Architectural Committee shall approve all exterior lights in writing in advance.

3.13 Signs. No billboards or advertising signs of any kind shall be erected or displayed on the Real Property, except signs for the sale of a property of a design in keeping with the character of the neighborhood and of a size not more than four square feet in area. The Architectural Committee has final approval on signs.

3.14 Outdoor Sports/Recreation/Play Structures. All outdoor sports/recreation/play structures including, but not limited to, basketball goals, must be approved by the Architectural Committee.

3.15 Mailboxes. All mailboxes must be purchased from the POA to assure uniformity and design. The mailbox fee assessed by the POA for the purchase of the mailboxes is due and payable upon the closing of the sale of a lot.

3.16 Fences and Walls. No fences or walls shall be placed on any Numbered Lot unless the same shall have the advance written approval by the Architectural Committee as to location, design, height and materials. Any fence erected on any lot shall have the fence posts or frames or framing structures portion of the fence on the side of the fence facing the fence owner's property. All the fencing's exterior must be completed on both sides and the rear of the property.

3.16.1 No fence more than six (6) feet in height shall be erected or maintained on any lot. The erection or maintenance of any fence constructed of

anything other than redwood, cedar or pressure treated pine must be approved by the Architectural Committee. The Architectural Committee may order any non-conforming fence removed at any time. The 30 day limitation of automatic approval or the failure to enjoin or commence actions to enjoin prior to completion shall not apply to fences. The Architectural Committee or any property owner or public agency may take action against improper or nonconforming fences at any time.

3.16.2 Any fence not properly maintained on any lot and not brought within compliance within the time limit (not less than 30 days) established by the Architectural Committee may be ordered to be removed by the Architectural Committee. The Architectural Committee may engage the powers of the state courts to enforce its decisions or citations for nonconformity or noncompliance pertaining to fence design, construction or maintenance. In such instances the property owner shall be responsible to the Architectural Committee for all costs, including attorney fees, if the court finds the property owner to be in violation of these restrictions, conditions, covenants and limitations.

3.16.3 No chain link fences are allowed.

3.17 Construction Delays. The construction of any residence or addition to a residential structure once commenced must be fully completed within eighteen months thereof unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which shall be removed by Owner or The Property Owners Association at the expense of the Numbered Lot owner, the cost of which shall be payable on demand.

3.18 Utility Wires. All utility wires for electricity, telephone, or other utilities shall be located underground.

3.19 No Concrete Block. No concrete blocks shall be used in the construction of any building or structure on any Numbered Lot which may be visible from the exterior after grading has been completed, provided, however, that nothing contained herein shall prohibit the construction of any residence with concrete block which are fully covered by stucco or a similar material or materials.

3.20 Drainage. Each Owner shall keep natural swales located on a Numbered Lot maintained with grass, ground covers or natural mulch, free, unobstructed and graded in a good state of repair and condition and shall provide for the installation of such culverts on his property as may be reasonably required for proper drainage in order to preserve the present natural drainage system of the Real Property.

3.21 Rubbish Removal. The Owner of a Numbered Lot, improved or unimproved, shall keep the same free of any trash and rubbish, maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health and in an attractive natural condition. In the event the owner of a Numbered Lot fails to comply with the terms of this Paragraph, either the Developer or the Property Owners Association shall have the right (but not the obligation) to go upon such Numbered Lot and to remove rubbish and any other unsightly or undesirable things and objects there from, and to do all other things and perform and furnish any labor necessary or desirable to maintain the Numbered Lot in a natural and attractive condition, all at the expense of the Owner of such Numbered Lot, which expense shall become payable by the Owner thereof on demand, and if not paid on demand by such Owner, the reasonable cost of such shall be added to and become a part of the annual assessments hereinafter provided to which such Numbered Lot is subject. Neither the Owners, the Property Owners Association nor any of their agents, employees or contractors shall be liable for any damages to any person which may result from the exercise of any of the rights conferred in this Paragraph.

3.22 Pollution. No Numbered Lot shall be used in such a manner as would result in the pollution, discoloration or discharge of mud, debris or other undesirable materials, liquid or solid, in any stream, waterway, lake or pond which flows through or is near to such Numbered Lot.

3.23 No Mobile Homes or Trailer Homes. No mobile homes, trailer homes or double-wides, tents or shacks shall be placed on any Numbered Lot either temporarily or permanently. Modular homes will be allowed with the permission of the architectural committee.

3.24 Vehicle Parking, Storage, Repairs.

3.24.1 No on-street or right-of-way parking shall be allowed over night or for any extended period of time. No parking of vehicles shall be allowed on any lot except on designated parking areas. No parking shall be allowed on the grassy, dirt or graveled area on any right of way or any lot except on designated parking areas on the lot.

3.24.2 No commercial vehicle of any type shall be parked or stored on any lot or on any street or right-of-way in the subdivision except as used to go to and from work. The Architectural Committee must approve any vehicle larger than one ton.

3.24.3 No wrecked, damaged, disabled, partially dismantled, or inoperable, junked vehicle or parts thereof or other motor vehicles may be parked or stored on any lot. No automobile or other motor vehicle which does not have a properly displayed current tag or license plate may be parked or stored on any lot. No automobile maintenance or repairs of any type may be made on any lot or in the street in the subdivision except that "minor" repairs or service may be made.

3.25 Radio Transmitters, Satellite Dishes & Antennas Restricted. No ham radios, short wave radios, other type radio or TV transmission or other electronic devices which emit or transmit electronic signals, including satellite transmissions will be permitted on any lot unless such transmission equipment is used totally for personal non-commercial reasons and is properly shielded to prevent interference with incoming TV, satellite, cable and radio signals. Satellite Dishes are allowed; however, they should be located and screened so that they are not visible from the road, wherever possible.

ARTICLE IV - APPROVAL OF PLANS AND SPECIFICATIONS

4.1 Architectural Committee. For the purposes of insuring the development of the Real Property for the aforesaid purposes, no building structure, fence, wall, barn, outbuilding, utility area, driveway, swimming pool, communications, radio or television apparatus or device or other structural improvement, regardless of size or purpose whether attached to or detached from a main residence, shall be commenced, placed, erected or allowed to remain on any Numbered Lots, unless building plans and specifications showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Numbered Lot (together with such other information shall be reasonably required by the Architectural Committee, including a written application for approval) shall have been submitted and a permit granted in writing by the Architectural Committee hereinafter established. The Architectural Committee shall have all powers and authority elsewhere conferred upon it under the terms and conditions of these Covenants.

4.2 Committee Members. The initial Architectural Committee shall be composed of two or more persons designated in writing by the POA board and one member of the property owners association. In the event of the failure or inability for any reason of a Member to act, or any resignation from the Architectural Committee, the vacancy created shall be filled either permanently or temporarily, by the board.

4.3 Guidelines. The Architectural Committee may, from time to time, establish guidelines and policies for specific design criteria as needed to insure the architectural integrity of the subdivision.

4.4 General Requirements. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the lands within the subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, sitting, height, topography, grade and finished ground elevation. The Architectural Committee shall protect the seclusion of each home site from other home sites insofar as possible.

4.5 Variance. Where circumstances, such as topography, location of property lines, location of trees and brush, or other matters require, the Architectural Committee may grant reasonable variances in writing as to any of the covenants contained in this instrument, on such terms and conditions as it shall determine to be appropriate.

4.6 Failure to Approve or Disapprove. In the event that the Architectural Committee fails to approve or disapprove any matters within the scope of its authority within thirty days after a written application for a permit shall have been submitted to it, or in any event, if no suit to enjoin such matter or thing has commenced prior to completion or doing of such matter or thing, such prior approval shall not be required and this Covenant shall be deemed to have been fully complied with, and no suit or claim shall thereafter be available to the Architectural Committee or to the owner of any Real Property or Numbered Lot.

4.7 Application Time. Written applications for a written approval permit as required herein shall be made to the Architectural Committee which shall be the time for the running of said thirty days from the date of submission.

4.8 Waivers. The Architectural Committee constituted under the terms of this Article is hereby authorized to waive Compliance with, approve or ratify in the construction or alteration of any building or other structure upon any Numbered Lot, or in the use, and failure to use, any of the Real Property the subject hereof, any and all non-substantial violations of any of the requirements set forth in these Covenants, if, in the opinion of the Architectural Committee, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved, and if in the opinion of the Architectural Committee such violation or violations will cause no substantial injury to any Owner. The waiver, approval or ratification by the Architectural Committee in accordance with the terms of this Paragraph shall be binding upon all persons, and the power of waiver 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.

4.9 Permits. The approval, waiver or ratification of any action within the jurisdiction of the Architectural Committee shall be evidenced by the issuance of a written permit to the applicant, executed by the Architectural Committee. No construction or alteration shall be carried on until and unless such written permit is obtained, unless waived by the expiration of the thirty (30) day period above provided.

4.10 Compliance with Plans. All buildings or other structures, the approval of plans for which are required under the terms of this Article by the Architectural Committee, shall be constructed in substantial compliance with such plans and specifications as approved and any conditions attached to any such approval.

4.11 Liability. No member of the Architectural Committee, or any officer, director or member of the Property Owner Association shall be liable in any way for any defects in any plans or specifications approved by the Architectural Committee, nor for any structural defects in any work done according to such Plans and specifications approved by the Architectural Committee. Furthermore, no member of the Architectural Committee or any officer, director or member of the Property Owners Association shall be liable in damages to anyone by reason of mistake in judgment, negligence,

misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

ARTICLE V - SETBACKS, LOCATION AND EASEMENTS

5.1 Setback Lines. All buildings and improvements shall be located to the front lot line and to any side or rear lot lines as reserved on the recorded Plat, but in no event shall any buildings and improvements be located closer than the zoning and subdivision rules and regulations allow.

5.2 Lot Line Easements. Easements for the installation and maintenance of drainage and utilities are shown as reserved on the recorded Plat, but in the event any one or more Lots are combined as a whole for the purposes of the placement thereon of one residence, the interior drainage and utility easements reserve on said combined Lots shall no longer apply, but only exterior side and rear Lot line easements on the combined Lots.

5.3 Easements for Ingress and Egress. There is reserved for the benefit of all of the owners of any property within the development a perpetual easement for ingress and egress over, upon, and across any private road within the development that is owned by the Rock at Jocassee Property Owner's Association, Inc.

ARTICLE VI - PROPERTY OWNERS ASSOCIATION AND MAINTENANCE CHARGES

A Property Owner's Association has been created known as The Rock At Jocassee Property Owners Association, Inc. The Property Owners Association is established for the purposes of administration of the functions of these Covenants and of collecting and disbursing the maintenance charges hereinafter provided, to-wit:

6.1 Membership. Every person or entity who is a record owner of a fee or an undivided fee interest in any Numbered Lot which is Subject to these Covenants shall be a member of the Property Owners Association, with each Numbered Lot being entitled to one vote. Any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member. It is anticipated that the Developer will re-plat Creekside Village of Woodmere, Phase II, for the purpose of forming larger lots with septic systems, rather than the current platting of smaller lots utilizing a private community septic system, and effective as of the date of filing of a revised plat by the Developer the Numbered Lots (and corresponding votes) of the Developer shall be revised on the records of the Property Owners Association to reflect any such lesser number of Numbered Lots and any such corresponding lesser number of votes of the Developer for the Numbered Lots of Creekside Village of Woodmere, Phase II.

6.2 Maintenance Charges. Subject to the exclusions set forth in Paragraph 6.1 above, all Numbered Lots shall be subject to an annual assessment at the rate to be determined by the said Association. All sums are payable to the Property Owners

Association annually, effective January 1, and will be billed after the approval of that year's budget. These sums shall be administered by the officers and directors of said association and may be used for the functions hereinafter set out, it being expressly stipulated that the Property Owners Association is empowered to perform any and all of said functions, but that it shall be under no duty to perform, or to continue to perform, any of said functions, to-wit:

6.2.1 Payment of the necessary charges and expenses of the operation of the Property Owners Association.

6.2.2 Payment of any taxes or insurance on the Common Areas.

6.2.3 The establishment of a Capital Fund and Maintenance Fund for the future maintenance and replacement (as necessary) of all of the private roads within the development.

6.2.4 Improving, repairing, cleaning, maintaining and beautifying entrance areas.

6.2.5 Improving, repairing, cleaning, maintaining and beautifying all future Common Areas.

6.2.6 Payment of any approved capital improvements.

6.2.7 Caring for untended land, if any, removing debris there from and doing all other things necessary to desirable, in the opinion of the officers and directors of the Property Owners Association, to keep all property neat and in good order for the general benefit of the owners of all Numbered Lots.

6.2.8 Such other purposes and functions, which, in the opinion of the officers, directors and members of the Property Owners Association may be necessary for the general benefit of the owners of the Numbered Lots.

6.3 Liens. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for the capital improvements, such assessments to be established and collected as hereinafter provided. The annual assessment, special assessment or charges shall constitute a lien or encumbrance upon that particular Numbered Lot and acceptance of any deed of conveyance shall be construed to be a covenant by the Grantee to pay such assessment and charges, which covenant shall be for the benefit of the Property Owners Association, and the owners of Numbered Lots in the subdivision and which Covenants shall run with the land and be binding upon any Grantee, his heirs, successors, and assigns. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The Property Owners Association shall have the exclusive right to take and prosecute all actions or suits, legal or otherwise, which may be

necessary for the collection of said assessments and charges in which event the Association shall be entitled to collect all such assessments, special assessments and charges plus attorneys fees and costs.

6.4 Foreclosure. In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate mortgage in the State of South Carolina.

6.5 Limitation on Liens. The lien hereby reserved, however shall be subject to the following limitations and exceptions, to-wit:

6.5.1 Such lien shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a recorded mortgage to the end and intent that the lien of any mortgagee, legal or equitable, shall be paramount to the lien for the charges and assessments herein, provided, further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after such sale under foreclosure of such mortgage or acquisition of title by a purchaser by deed in lieu of foreclosure.

6.5.2 Notice of any charge or assessment due and payable shall be given by filing notice of pendency of action in the Lis Pendens book in the Office of the Clerk of Court for Pickens County, South Carolina. As to subsequent bona fide purchasers for value the lien herein reserved for charges and assessments due and payable shall be effective only from the time of filing of said Lis Pendens provided, however, that nothing contained herein shall affect the right of the Property Owners Association to enforce the collection of any charges or assessments which shall become payable after acquisition of title by such subsequent bona fide purchaser for value.

6.5.3 The lien herein created shall be subordinate to the lien of laborer, contractors or materialmen furnishing labor, services or materials in connection with the construction or alteration of any improvements located on any Numbered Lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after foreclosures of any such lien.

6.6 Uniform Assessment. All liens, charges and assessments created hereunder must be uniformly fixed, assessed, charged and collected on all Numbered Lots; provided, however, that the Numbered Lots owned by the Developer in Creekside Village of Woodmere, Phase II, shall not be subject to assessment while owned by the Developer but rather any Numbered Lot owned by the Developer shall first be subject to assessments upon the sale of said Numbered Lot by the Developer, with a prorated amount of the annual dues assessment to be collected from the purchaser of a Numbered Lot upon closing on the purchase/sale of the Numbered Lot. During such period of time

when the lots of Developer are exempt from the annual dues assessment, the President of the association shall have the irrevocable proxy of the Developer to vote on all matters subject to a vote of the Membership, with the exception only of votes on the amendment of Covenants, Conditions and Restrictions and also the amendment of the By-Laws of the Association.

6.7 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty percent (60%) of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments in a calendar year cannot exceed one-hundred percent (100%) of annual dues. Numbered Lots held by the Developer in Creekside Village of Woodmere, Phase II, are exempt from special assessments solely during the period of ownership by the Developer.

6.8 Effect of Nonpayment of Assessments. Any assessment, special assessment or charge not paid within thirty (30) days after the due date will be increased by 10% of the annual dues each calendar month or part thereof that they are delinquent. (For example: If the annual dues are \$400.00 and are due on February 1, a member would owe \$440.00 after March 1. One April 1, the member would owe \$484.000, etc). This penalty shall accrue each month until the amount due is double the annual dues. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot. In the event an action at law or foreclosure is necessary to collect the assessment, the Association may collect its costs of collection, including reasonable attorney's fees and court costs.

ARTICLE VII - AMENDMENTS AND MODIFICATIONS TO COVENANTS

7.1 Reservation. A sixty percent (60%) majority of the Owners reserve and shall have the right to amend this Declaration of Conditions, Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standard of the covenants and restrictions herein contained.

7.2 Additional Covenants. No owner of any Numbered Lot, without the prior written approval of all other Owners, may impose additional covenants or restrictions on any part of the Real Property.

ARTICLE VIII - TERM AND ENFORCEABILITY

8.1 Enforcement. If Owners, their heirs and assigns or any person owning any Real Property subject to the within covenants, shall violate or attempt to violate any of the covenants herein it shall be lawful for any person owning any Real Property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from doing so or to recover damages and other dues for such violation, including, but not limited to, reasonable attorney fees and costs. Invalidation of any one or more of these covenants by a judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

8.2 Term of Covenants. These covenants and restrictions, as altered, annulled and amended from time to time as provided for herein, unless released or waived as herein provided, shall be deemed covenants running with the land and shall remain in full force and effect until the first day of January, A. D., 2030, and thereafter, these Covenants shall be automatically extended for successive periods of Twenty (20) years each unless, within six months prior to January 1, 2030 or within six months preceding the end of any successive Twenty (20) year period, as the case may be, a written agreement is executed by a majority of the then owners of the Real Property, in which written agreement, any of the Covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the Real Property then subject hereto in the manner and to the extent provided in such written agreement.

8.3 Amendment. This Declaration may not be amended except in accordance with the provisions of Paragraph 7.1 hereinabove, or in the case of the adoption of any amendments that substantially alter, change or abolish the standard established by this Declaration, by a favorable vote of sixty six percent (66%) of the Owners.

ARTICLE IX - WETLANDS

As compensatory mitigation under Federal and State law for Department of the Army Permit ("Permit") issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District," to include any successor agency), and certification(s) and/or permit(s) issued by the S.C. Department of Health and Environmental Control ("DHEC," to include any successor agency), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Developer has agreed to place certain restrictive covenants on the Real Property, in order that the restricted portion of the Real Property shall remain substantially in its natural condition forever. That portion of the Real Property so restricted is so designated on the recorded plat ("Restricted Property").

9.1 Prohibitions. Owners are and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying

vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Restricted Property; introducing exotic species into the Restricted Property (except biological controls pre-approved in writing by the Corps and DHEC) and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph: a) cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Restricted Property; b) removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster; c) restoration or mitigation required under law if reference is made to the Permit, or a mitigation plan approved by the Permit, all exceptions (including regarding buffer areas) must be specifically spelled out in the Permit or plan; also, additional specific exceptions may be listed in this paragraph, e.g., fire or wildlife management plans, boardwalks, etc.].

9.2 Amendment. After recording, the restrictive covenants in this article (Article IX) may only be amended by a recorded document signed by the Corps and DHEC and Developer and or Owners. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps and DHEC, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.

9.3 Notice to Government. Any permit application, or request for certification or modification, which may affect the Restricted Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

9.4 Reserved Rights. It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Restricted Property. These restrictive covenants are created solely for the protection of the Restricted Property, and for the consideration and values set forth above, and Developer/Owners reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

9.5 Compliance Inspections. The Corps, DHEC, and its/their authorized agents shall have the right to enter and go upon the lands of Developer/Owners to inspect the Restricted Property and take actions necessary to verify compliance with these restrictive covenants.

9.6 Enforcement. The Owners grant to the Corps, the U.S. Department of Justice, and/or DHEC, a discretionary right to enforce these restrictive covenants in a judicial action against any person or other entity violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

9.7 Property Transfers. Developer/Owner shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Restricted Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):

NOTICE: This Property Subject to a Declaration of Restrictive Covenants Recorded at [insert book and page references, county, and date of recording].

9.8 Marking of Restricted Property. The perimeter of the Restricted Property shall at all times be plainly marked by permanent signs saying "Protected Natural Area," or by an equivalent, permanent marking system.

9.9 Recording of Plat. The plats depicting the boundaries of the Restricted Property subject to these restrictive covenants are those plats for Whispering Falls, Fairway Woods, Woodmere Phase I, Woodmere, Phase II and Creekside Village of Whispering Falls, Phase II as referenced in Paragraph 1.13 hereinabove.

9.10 Separability Provision. Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

ARTICLE X - MISCELLANEOUS

10.1 Paragraph Headings. All Paragraph Headings appearing under each numbered Article or to the left of each numbered paragraph of each Article have been inserted in these Covenants for ease of reference only and are not to be construed as a part thereof.

10.2 Successors. The terms and conditions contained in this Declaration of Covenants and Restrictions shall be binding upon the Owner and all future owners of the Real Property and any Numbered Lot or Lots, their heirs, assigns, successors, executors and administrators.

10.3 Non-Waiver. Failure by the Architectural Committee, Property Owners Association or any owner of any Numbered tract in the Property to enforce any covenant or restriction contained herein shall not be construed of a waiver of the right to do so thereafter.

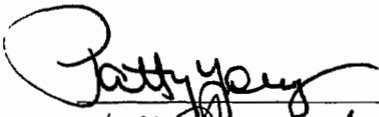
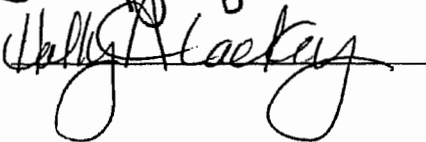
10.4 Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

10.5 Conflict. In the case of any conflict between the Conditions, Covenants and Restrictions and the Bylaws the Conditions, Covenants and Restrictions shall control.

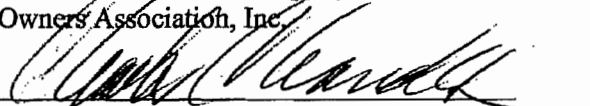
THIS AMENDED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WAS APPROVED BY A VOTE OF THE CURRENT LOT OWNERS OF THE PROPERTY SUBJECT TO THESE RESTRICTIONS AND BY COURT ORDER.

IN WITNESS WHEREOF it has hereunto set its hand and seal this 7th
day of ~~January~~ February 2011.

WITNESSES

The Rock at Jocassee Property
Owners Association, Inc.

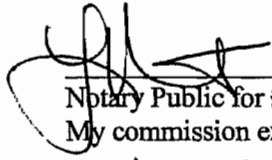

By: Charles Chandek
Its: President

ACKNOWLEDGMENT

^{NORTH}
STATE OF ~~SOUTH~~ CAROLINA)
COUNTY OF ~~PICKENS~~ Mecklenburg

I, the undersigned, a Notary Public, do hereby certify that the Grantor(s) above named personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this 7th day of Feb., 2011.

 (SEAL)
Notary Public for ~~South Carolina~~ NC
My commission expires: North Carolina
May 16 2015

