

DECLARATION OF
RESTRICTIONS AND COVENANTS
OF THE
EDISTO LAKE PROPERTY OWNER'S ASSOCIATION, INC.

THIS DECLARATION OF RESTRICTIONS AND COVENANTS ("Declaration") of the Edisto Lake Property Owner's Association, Inc. ("Association") hereby regulate the use of the Lake (hereinafter defined) and the Roadways (hereinafter defined) this 24th day of August, 1992.

WHEREAS, the Association is owner of a 200 acre lake more commonly known as Edisto Lake ("Lake"), the street connecting SC Highway 302 to Edisto Lake Subdivision and the roadways surrounding the Lake (the street and roadways hereinafter collectively called "Roadways") such Lake and Roadways are located in Wagener, South Carolina, and more particularly described on Exhibit A attached hereto.

WHEREAS, pursuant to the By-Laws of the Association, the Board of Directors of the Association ("Directors") has the authority to publish rules and regulations governing the use of the Lake and Roadways as well as the personal conduct of members of the Association and their guests while using the Lake and Roadways.

WHEREAS, The Directors desire to regulate the use of the Lake and the Roadways so as to promote safety, to prevent air/water pollution, to maintain peace, quiet and tranquillity at all times, to prevent excessive washing and erosion, to promote the development and protection of fish and wildlife as well as other ecological processes provide for the safe and efficient use of the Lake and the Roadways.

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NOW, THEREFORE, in consideration of the premises and the benefits to be derived by the Association and its members, the Directors hereby set up, promulgate and establish the following covenants to be applicable to all parties using the Lake and the Roadways.

1. DEFINITIONS: In addition to the terms defined above, the terms used in this Declaration shall have the following meanings:

a) "Caretaker" shall mean that person appointed by the Association to oversee the security, maintenance, and safety of the Lake and the Roadways.

b) "Dues" shall mean the annual assessment determined by the Directors due and payable by each Owner (hereinafter defined).

c) "Owner" shall mean the record owner of a fee simple title, whether one or more persons or entities, to any lot within the Edisto Lake Subdivision, Wagener, South Carolina.

2. USE OF THE LAKE. Owner, together with members of his immediate family and invited guests accompanied by Owner or his immediate family, shall have the privilege of using the Lake for bathing, swimming and fishing with the following rules, regulations and prohibitions:

a) Commencing May 1, 1992 all boats used on the Lake must be registered with the Caretaker. Upon proper registration, the Caretaker will issue a boat decal which must be placed on the registered boat in full view for

proper identification purposes. All decals are valid for one calendar year and must be renewed annually with the Caretaker. Annually, one decal per Owner will be furnished free of charge. Any extra decals requested shall be issued at a rate to be determined by the Directors. If annual Dues are not paid in full, a decal will not be issued until such time as Dues are paid in full.

- b) No skiing shall be permitted on the Lake.
- c) No jet skiing shall be permitted on the Lake.
- d) All boats shall be operated on the Lake in a safe manner. No boat shall create a wake in the Lake.
- e) The Association reserves the right to control the water level of the Lake and to lower the water or drain the Lake for purposes of repairing the dam or spillways, working the shoreline or restocking the fish, or for such other purposes as the Association may determine as desirable provided that except in unusual circumstances the water level will generally be lowered every five (5) years. Start date for lowering is November 1st, and such lowering will not extend beyond December 15th except under extenuating circumstances.
- f) In addition to the restrictions pertaining to piers and rafts contained in each deed out from Edisto Lake, Inc. to each Owner or Owner's predecessor-in-interest, piers and rafts shall, at a minimum, be six (6) inches above the average water level.

3. USE OF THE ROADWAYS:

a) Dumping of leaves, brush, trees and limbs on Roadways is strictly prohibited.

b) All animals must be leashed any time animals are on the Roadways. Owners will be responsible for their pets. ANY complaints as to this provision are to be reported to the Caretaker. After three reported infractions, the Owner will be expected to remove the reported nuisance.

c) No motorcycles, three-wheel or all terrain vehicles, or any similar vehicle shall be allowed to operate on the Roadways.

4. MAINTENANCE:

a) Each Owner shall be responsible for the maintenance of the property located between his property and the Roads. This area is more commonly known as the right-of-way.

b) Owners, by virtue of their acceptance of the Deed to their respective properties, are required to pay their prorata share of the expenses and costs incurred by the Association for the maintenance of the Roadways and the Lake in addition to Dues required by the Association.

5. Dues: Owners, by virtue of their acceptance of their deed to their respective properties, are required to pay Dues as adopted by the Association, no later than January 1st of each year. Any dues or assessments not paid within (30) thirty days after the due date shall be increased to include a penalty of One (\$1.00) Dollar per day from the due date; then upon written notice of such delinquency being sent to the last address of the member as provided to the Association, such dues or assessment, penalty, the cost of collection, and a reasonable attorney's fee, shall become a charge and continuing lien upon the land and all improvements thereon against which each such assessment is made until paid. If the assessments or dues are not paid within six (6) months after the due date, the lien created as stated herein may be collected by the Association by an action of law, or by an action to foreclose said lien against the Owner, his heirs, successors, devisees, personal representatives, and assigns. As amended and officially recorded on 7-23-2012.

6. BREACH OF THE TERMS OF THESE RESTRICTIONS AND

COVENANTS:

a) The Caretaker is authorized by the Directors to enforce all restrictions and covenants contained within this Declaration. Only in the instance of failure of an Owner to maintain his property which borders the Roadways is the Caretaker required to first issue written notification to the breaching Owner. Thirty (30) days thereafter, if the breach still exists, the Caretaker may resolve the issue himself and request reimbursement from the Owner. Any other breach of the Declaration will result in the loss of Lake privileges for a period of thirty (30) days.

b) Any assessments, fees, Dues or charges due and payable to the Association shall be in an amount to be fixed from year to year by the Directors. Each assessment, fee, Dues or charge, when due, shall become a lien upon the Owner's property located in the Edisto Lake Subdivision.

The lien hereby reserved, however, shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage to the end and intent that the lien of any mortgagee for value and in good faith shall be paramount to the lien for maintenance charges imposed herein. Additionally, such subordination shall apply only to the charges that shall become payable

prior to the passing of title under foreclosure of mortgage or acquisition of the title by deed in lieu of foreclosure.

Under such circumstances, the foreclosure of the lien created hereunder shall not operate to affect or impair the priority of the mortgage upon the premises in question.

7. AMENDMENT: This Declaration may be amended from time to time by the Directors as provided in the By-Laws of the Association.

8. EFFECTIVE DATE: These rules and regulations become effective May 1, 1992.

9. SEVERABILITY. Invalidation of any one of these restrictions and covenants shall not invalidate any other provision of this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Declaration the date first hereinabove mentioned.

EDISTO LAKE PROPERTY OWNERS OWNERS ASSOCIATION, INC.

By: BOARD OF DIRECTORS

WITNESS:

Connie Rustand
Jacqueline Busbee
Jimmy C. Busbee
Teresa Ruyhton
Jimmy C. Busbee
Teresa Ruyhton
Monroe Hanley Jr.
Teresa Ruyhton
Janette
Linda N. Day

Sam Smith
Sam Smith
Harold Thomas
Harold Thomas
Judson Busbee
Judson Busbee
Herbert Terry
Herbert Terry
Janell Garrick
Janell Garrick

STATE OF SOUTH CAROLINA)
COUNTY OF Aiken)

PERSONALLY appeared before me Connie Ruttand and made an oath that (s)he saw the within named Sam Smith sign, seal and as his act and deed, deliver the within written instrument and that he, with the other witness subscribed above, witnessed the execution thereof.

Connie J. Ruttand
Witness

SWORN to before me this 24th day of August, 1992.

Jacqueline Busbee
Notary Public

(SEAL)

My Commission Expires: 5-31-99

STATE OF SOUTH CAROLINA)
COUNTY OF Dillon)

PERSONALLY appeared before me TERESA RUSHTON and made an oath that (s)he saw the within named Harold Thomas sign, seal and as his act and deed, deliver the within written instrument and that he, with the other witness subscribed above, witnessed the execution thereof.

Teresa Rushton
Witness

SWORN to before me this 6 day of JUNE, 1992.

Ol's Barr
Notary Public

(SEAL)

My Commission Expires: 2-23-1999

STATE OF SOUTH CAROLINA)
COUNTY OF Aiken)

PERSONALLY appeared before me TERESA Rushton and made an oath that (s)he saw the within named Judson Busbee sign, seal and as his act and deed, deliver the within written instrument and that he, with the other witness subscribed above, witnessed the execution thereof.

Teresa Rushton
Witness

SWORN to before me this 6 day of JUNE, 1992.

Oh's Barr
Notary Public

(SEAL)

My Commission Expires: 2-23-1999

STATE OF SOUTH CAROLINA)
COUNTY OF Aiken)

PERSONALLY appeared before me MONROE DANLEY JR and made an oath that (s)he saw the within named Herbert Terry sign, seal and as his act and deed, deliver the within written instrument and that he, with the other witness subscribed above, witnessed the execution thereof.

Monroe Danley Jr
Witness

SWORN to before me this 6 day of JUNE, 1992.

Oh's Barr
Notary Public

(SEAL)

My Commission Expires: 2-23-1999

STATE OF SOUTH CAROLINA)
)
COUNTY OF Richland)

PERSONALLY appeared before me James S. Johnson and made an oath that (s)he saw the within named Janell Garrick sign, seal and as her/his act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature]
Witness

Sworn to before me this 1st day of JULY, 1992.

(SEAL)

[Signature]
Notary Public

My Commission Expires: My Commission Expires July 17, 1996

RECORDED 6-14-93 at 1300 hrs.
[Signature]
R. M. C.

STATE OF SOUTH CAROLINA

) AMENDMENT TO DECLARATION OF
) RESTRICTIONS AND COVENANTS OF
) THE EDISTO LAKE PROPERTY OWNERS
) ASSOCIATION, INC.

COUNTY OF AIKEN

IN ACCORDANCE with Paragraph 7 of the Declaration of Restrictions and Covenants of the Edisto Lake Property Owners Association, Inc.,
– **7. AMENDMENT: This Declaration may be amended from time to time by the Directors as provided in the By-Laws of the Association.** – dated August 24, 1992, and recorded in Deed Book 705 at Page 201 in the Office of the ROD for Aiken County, the following Amendments, duly approved by the Edisto Lake Property Owners Association Board of Directors, are effective immediately.

Amendment #3. Page 4 Paragraph 5 DUES

Vol. 705 Page 204 – Declaration of Restrictions and Covenants of the Edisto Lake Property Owner’s Association, Inc. (Page 4 of 9) To align the Edisto Lake Property Owners Association By-Laws and the Declaration of Restrictions and Covenants of the Edisto Lake Property Owner’s Association, Inc., the following amendment is made.

5. Dues: Owners, by virtue of their acceptance of their deed to their respective properties, are required to pay Dues as adopted by the Association, no later than January 1st of each year. Any dues or assessments not paid within (30) thirty days after the due date shall be increased to include a penalty of One (\$1.00) Dollar per day from the due date; then upon written notice of such delinquency being sent to the last address of the member as provided to the Association, such dues or assessment, penalty, the cost of collection, and a reasonable attorney’s fee, shall become a charge and continuing lien upon the land and all improvements thereon against which each such assessment is made until paid. If the assessments or dues are not paid within six (6) months after the due date, the lien created as stated herein may be collected by the Association by an action of law, or by an action to foreclose said lien against the Owner, his heirs, successors, devisees, personal representatives, and assigns.

By-Laws of Edisto Lake Property Owners Association approved April 23, 2007 (Section 5 – Effect of Nonpayment of Dues and/or Assessments; the Personal Obligation of the Owners; Remedies of the Association) state: Any dues or assessments not paid within (30) thirty days after the due date shall be increased to include a penalty of One (\$1.00) Dollar per day from the due date; then upon written notice of such delinquency being sent to the last address of the member as provided to the Association, such dues or assessment, penalty, the cost of collection, and a reasonable attorney’s fee, shall become a charge and continuing lien upon the land and all improvements thereon against which each such assessment is made until paid. If the assessments or dues are not paid within six (6) months after the due date, the lien created as stated herein may be collected by the Association by an action of law, or by an action to foreclose said lien against the Owner, his heirs, successors, devisees, personal representatives, and assigns.

Amendment #4. NO FISHING OR SWIMMING FROM DAM

Addition to Declaration of Restrictions and Covenants of the Edisto Lake Property Owner’s Association, Inc.

At the Board of Directors’ Meeting of December 8, 2008, the Board of Directors amended the September 22, 2008 motion regarding **No Fishing from the Dam or Run-A-Round to No Fishing or Swimming from the Dam is Permitted.** The motion passed unanimously.

A handwritten signature in black ink, enclosed within a hand-drawn oval. The signature appears to be a stylized name, possibly "J. M." or similar.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Restrictions and Covenants this 5th day of July, 2012.

WITNESSES: EDISTO LAKE PROPERTY OWNERS ASSOCIATION, INC
BY: BOARD OF DIRECTORS

Barbara Squee Jim Edwards
John Cooper Jim Edwards, President

Barbara Squee Gordon Holscher II
John Cooper Gordon Holscher, Vice President

Patricia Carrocci Peter Carrocci
John Cooper Peter Carrocci, Secretary

Patricia Reading

Barbara Squee Patricia Reading
John Cooper Patricia Reading, Treasurer

Barbara Squee Amelia Henderson
John Cooper Amelia Henderson, Board Member

Stephanie Johnson John Cooper
James R. Poore John Cooper, Board Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)

PERSONALLY APPEARED BEFORE ME JIM EDWARDS, GORDON HOLSCHER, PETER CARROCCI, PATRICIA READING, and AMELIA HENDERSON and made oath that (s)he the within-named Board of Directors, each and every one, signed and sealed as his/her act and deed, and delivered the within-written instrument, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

XC

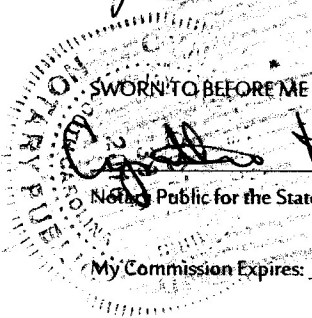
SWORN TO BEFORE ME this 6 day of July, 2012

Kevin Cester
Notary Public for the State of South Carolina

My Commission Expires: 10/31/16

Patricia A. Reading

John Cooper



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
_____)

PERSONALLY APPEARED BEFORE ME JOHN COOPER and made oath that he the within-named Board of Director signed and sealed as his act and deed, and delivered the within-written instrument, and that he with the other witnesses subscribed above, witnessed the execution thereof.

Stephanie Plinson

James R. Pozis

SWORN TO BEFORE ME this 14th day of June 2012

Stephanie Plinson
Notary Public for the State of South Carolina

My Commission Expires: 5/7/2020

2012017832
AMENDED COVENANTS
RECORDING FEES \$10.00
PRESENTED & RECORDED:
07-23-2012 10:00 AM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: MARILYN SEIGLER DEPUTY
BK: RB 4414
PG: 1988 - 1990