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

The undersigned Board of Directors hereby confirm the existence of the within described Amended Restrictions and Covenants of the Edisto Lake Property Owner's Association, Inc. as follows

1. The undersigned are all of the currently serving Board of Directors.
2. The Restrictions and Covenants of the Edisto Lake Property Owner's Association, Inc. are in full force and effect and have not been revoked or terminated.
3. The currently serving Board of Directors is fully empowered to act for said Edisto Lake Property Owner's Association, Inc.
4. The signatures of the currently serving Board of Directors is required for any action taken on behalf of the Edisto Lake Property Owner's Association, Inc. as set forth herein as follows.

2014013184
AMENDED COVENANTS
RECORDING FEES \$20.00
PRESENTED & RECORDED:
06-24-2014 02:30 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: LYNN STEMBRIDGE DEPUTY
BK: RB 4510
PG: 2259 - 2272

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

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.

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 tranquility 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.

WHEREAS the membership of the Edisto Lake Property Owners Association, and in accordance with the By-Laws of the Edisto Lake Property Owners Association, has voted on certain amendments to the Restrictions and Covenants of the Edisto Lake Property Owners Association; and,

WHEREAS the membership of the Edisto Lake Property Owners Association has voted regarding the enforcement of certain provisions of the conditions, covenants and restrictions

(Deed Restrictions) as evidenced by those Conditions, Covenants and Restrictions recorded in Vol. 606 at Page 35, as amended, RMC for Aiken County South Carolina, to wit:

1. Certain members of the Association are not in compliance with Paragraph (k) of the Conditions, Covenants and Restrictions recorded in Vol. 606 at Page 35, as amended, RMC for Aiken County South Carolina and have sewer drain lines and fields which are closer than one hundred feet from the lake, yet are in compliance with the South Carolina Department of Health and Environmental Control regulations.
2. Certain members of the Association are not in compliance with Paragraph (d) 4 of the Conditions, Covenants and Restrictions recorded in Vol. 606 at Page 35, as amended, RMC for Aiken County South Carolina and some members have piers which violate said restriction regarding the length and width of the pier (dock).

WHEREAS prior Boards of Directors for the Edisto Lake Property Owners Association have failed to adequately enforce these violations; and,

WHEREAS the membership has voted and the Board of Directors has approved a resolution regarding prior violations of Paragraphs (k) and (d) 4 of the Conditions, Covenants and Restrictions recorded in Vol. 606 at Page 35, as amended, re-affirming the provisions of said Conditions, Covenants and Restrictions and granting a waiver to violations of said provisions which were unenforced prior to November 4, 2013; and,

WHEREAS said waiver is not construed to be a waiver of any future violations and future violations of the Conditions, Covenants and Restrictions recorded in Vol. 606 at Page 35, as amended, or Restrictions and Covenants of the Edisto Lake Property Owners Association recorded in Volume 705 at Page 201, as amended, RMC for Aiken County, shall be hereafter enforced; and,

WHEREAS the Board of Directors, in accordance with By-Laws of the Association has taken a vote of the members and approved certain amendments to the Restrictions and Covenants of the Edisto Lake Property Owners Association recorded in Volume 705 at Page 201, as amended, RMC for Aiken County, South Carolina, to wit:

Definition 1.A, Section 2.E, Section 3.C (as amended in Vol. 1303 at Page 332, RMC for Aiken County); and,

WHEREAS the Board of Directors is desirous of consolidating and including prior and current amendments to the Restrictions and Covenants.

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.

ARTICLE 1

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

- a) “Caretaker” shall mean the current Edisto Lake Property Owner’s Association Board in office and the associated committees in office at the time.
- 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 required 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 December 15th, and such lowering will not extend beyond January 31st 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.

g) No fishing or swimming from the Dam is permitted.

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) The operation of All Terrain Vehicles (ATV's) is prohibited on the common area, private roadways and parkways to the roadways of Edisto Lake. Motorcycles, motorbikes, motor scooters or similar vehicles are not permitted unless special permission is given in writing by the ELOPA Board of Directors. Permission will be given only where a properly licensed and fully insured driver desires to use a motorcycle for transportation to and from their property (ingress and egress only, not riding around the lake), Electric golf carts and bicycles are allowed.

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 delinquency being sent to the last address of the member as provided to the Association, such dues or assessment, penalty, and 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 in full. 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 any action to foreclose said lien against the Owner, his heirs, successors, devisees, personal representatives, and assigns.

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 as well as those Conditions, Covenants and Restrictions recorded in Vol. 606 at Page 35, as amended, RMC for Aiken County, South Carolina. 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 resort 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.

c) Enforcement of Restrictions and Covenants - Reports of violations are to be submitted in writing to the Board of Directors. The Board will conduct inquiries and establish contact with the offending party. If a determination is made that the reported violation is valid and within the purview of the Board of Directors, written notice will be issued to the offending party requesting that the violation be corrected within ten (10) days. If not corrected within that period, the following fines will be assessed against the offending property owner:

\$50.00 for a first offense violation if not corrected within the
above-referenced 10 day period.

\$100.00 for a second or continuing violation during a second 10 day
period of the same nature within the same 12 month period.

\$200.00 for a third or continuing violation during a third 10 day
period of the same nature within the same 12 month period.

Failure to correct a violation may, at the discretion of the Board of Directors, be pursued through all legal avenues available.

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 Amended Restrictions and Covenants become effective January 1, 2014.

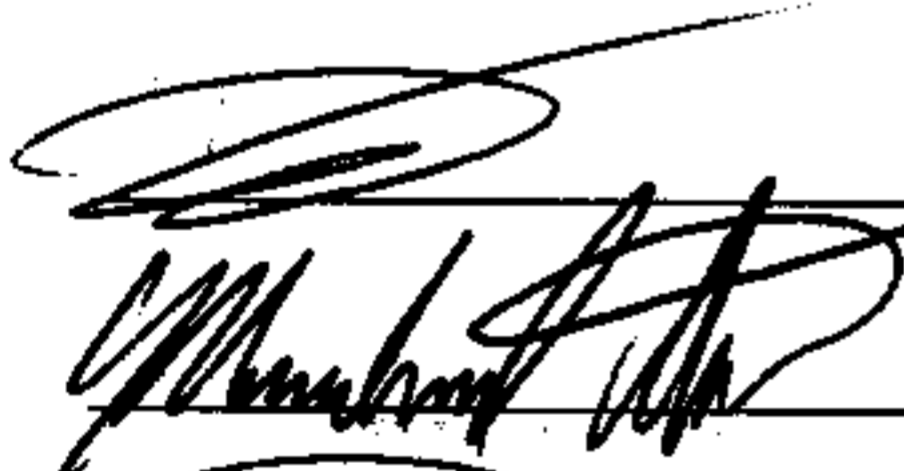
9. **SEVERABILITY:** Invalidation of any one of these restrictions and covenants shall not invalidate any other provisions contained herein.

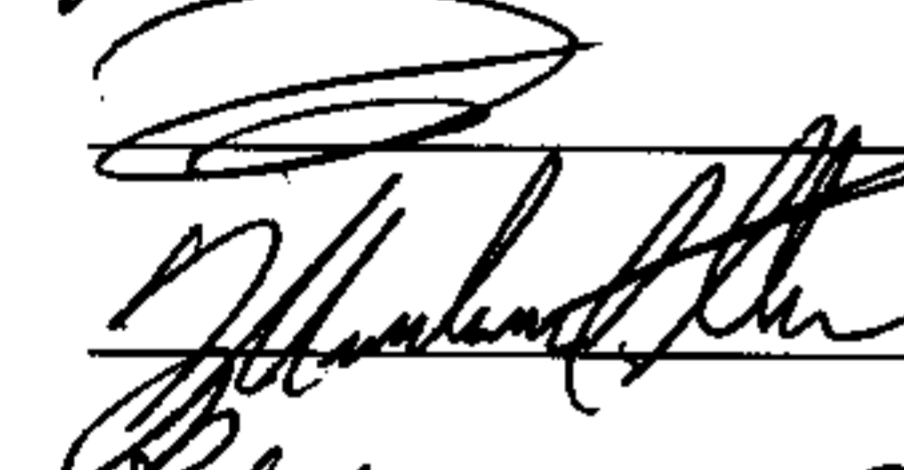
IN WITNESS WHEREOF, the undersigned have executed this Amended Restrictions and Covenants.

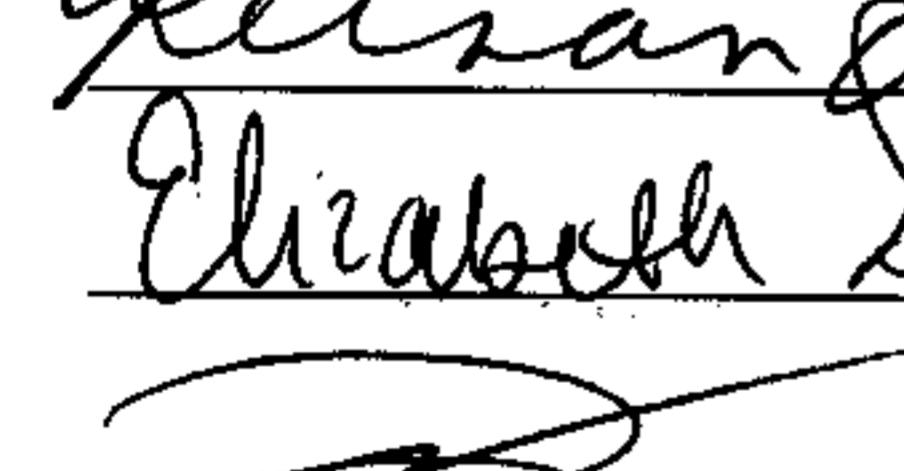
EDISTO LAKE PROPERTY OWNERS ASSOCIATION, INC.

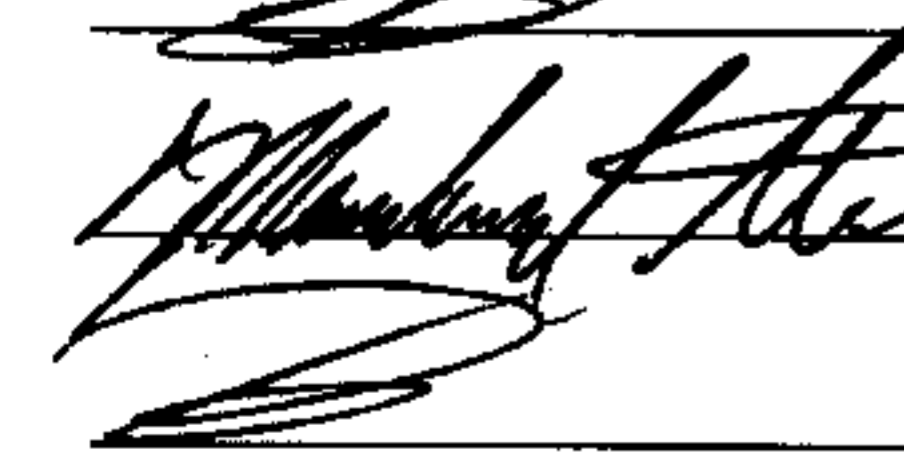
WITNESS:

By: BOARD OF DIRECTORS





Kusandas
Elizabeth Scott




Angel Jffreat



GORDON L. HOLSCHER



ERNEST J. MATHESON



CYNDI CASTINE



PATRICIA A. READING



AMELIA HENDERSON

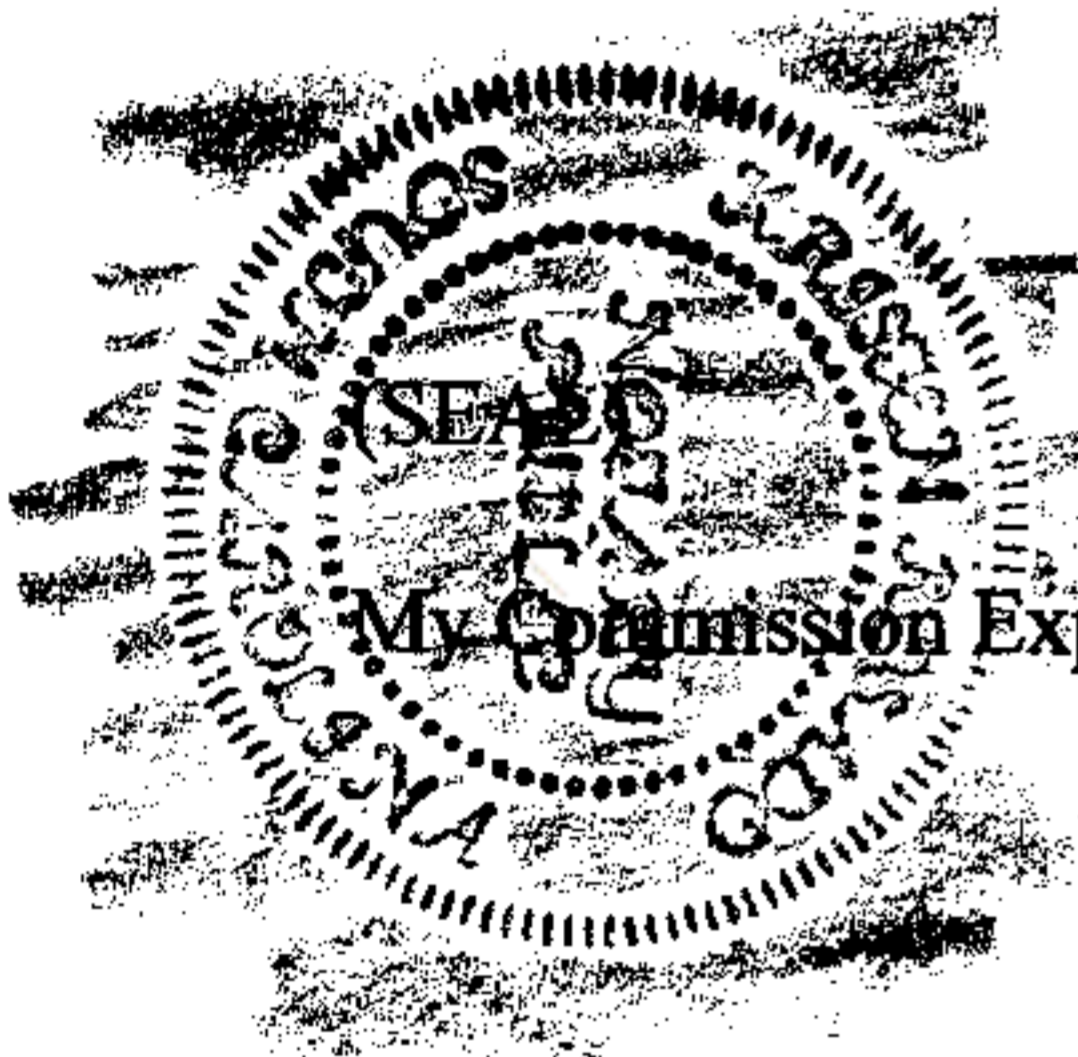
STATE OF SOUTH CAROLINA)
)
COUNTY OF Albermarle)

PERSONALLY appeared before me Angel Jeffcoat and made an oath that (s)he saw the within named GORDON HOESCHER 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.

Angel Jeffcoat
Witness

SWORN to before me this 11th day of June, 2014.

[Signature]
Notary Public




My Commission Expires: 10-3-23

NOT OFFICIAL


STATE OF SOUTH CAROLINA)
)
COUNTY OF Aiken)

PERSONALLY appeared before me Michael Stone and made an oath that (s)he saw the within named ERNEST J. MATHESON 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.

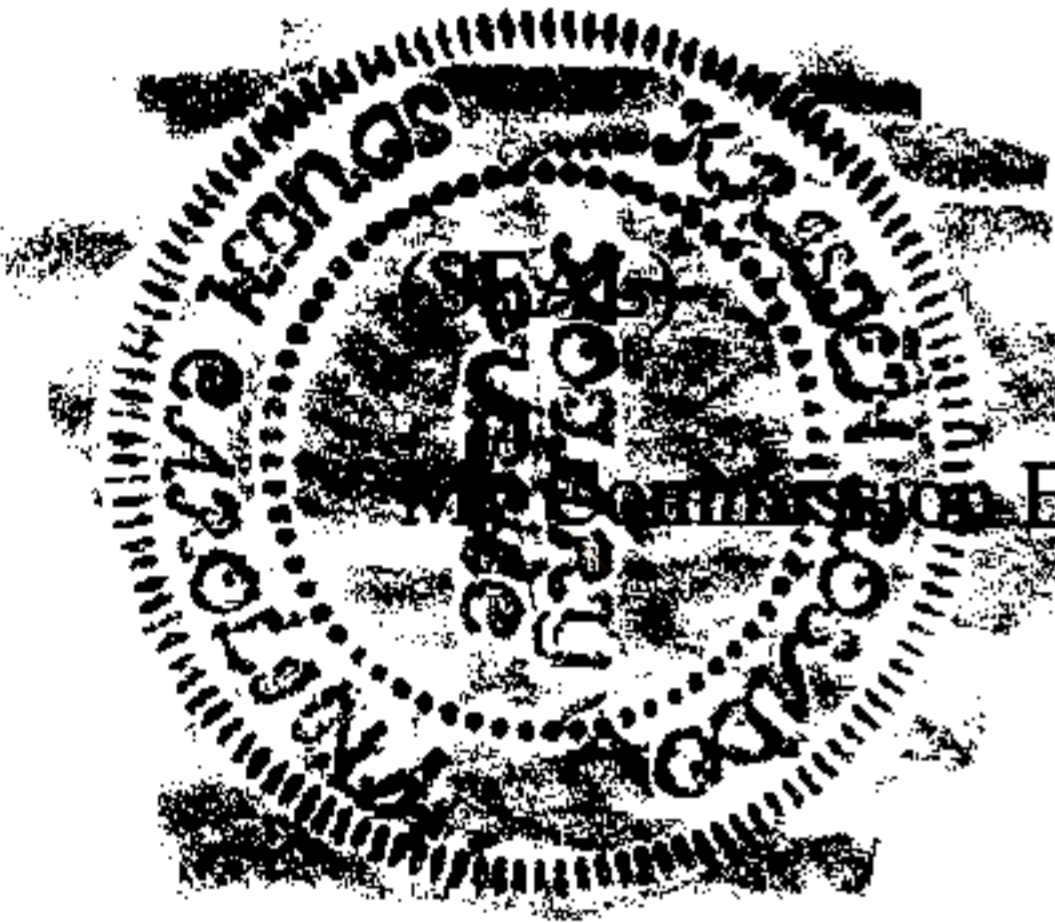


Witness

SWORN to before me this 11th day of June, 2014.



Notary Public



My Commission Expires: 10-3-23

NOT
OFFICIAL

STATE OF SOUTH CAROLINA)

COUNTY OF Lexington)

PERSONALLY appeared before me Elizabeth Scott and made an oath that (s)he saw the within named CYNDI CASTINE 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.

Elizabeth Scott

Witness

SWORN to before me this 17 day of June, 2014.

Amber J. B.

Notary Public



My Commission Expires: Sept 7, 2021

NOTARY OFFICIAL

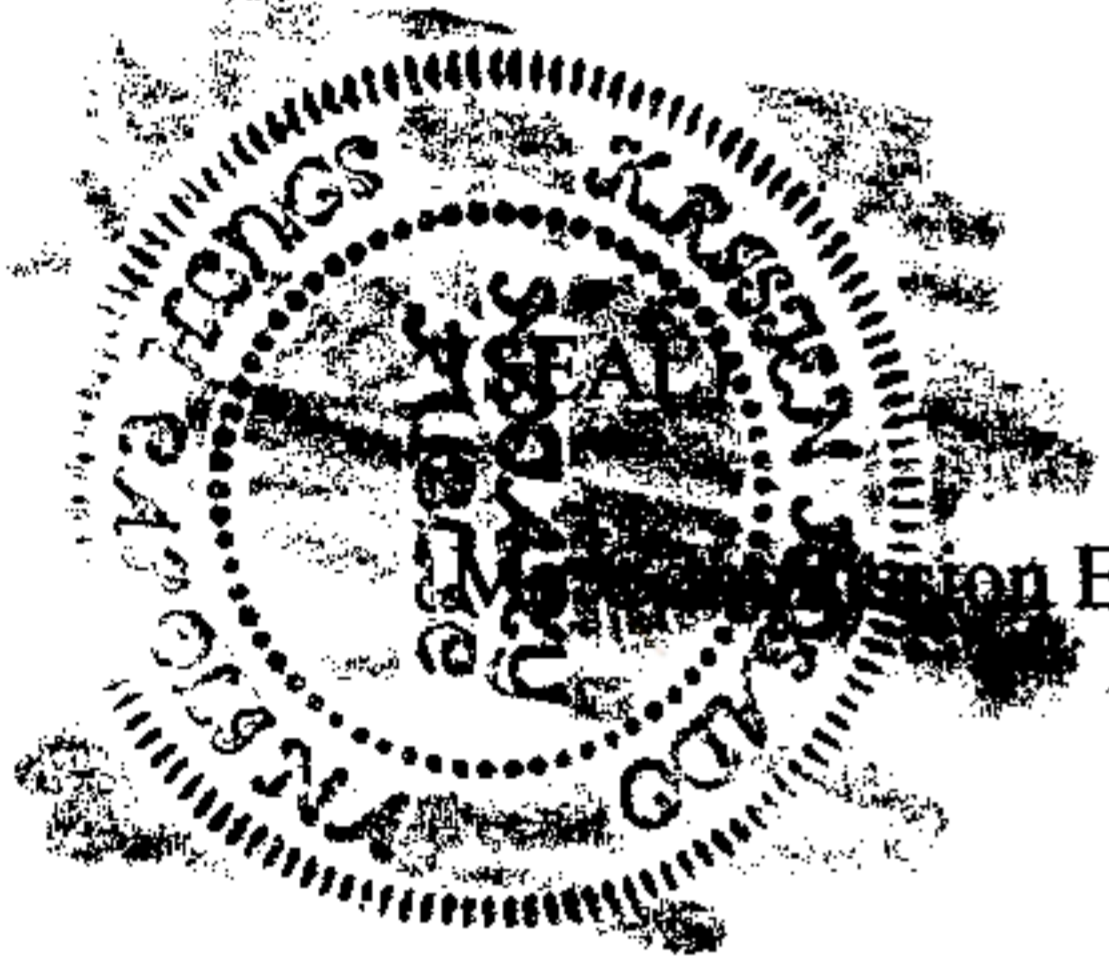
STATE OF SOUTH CAROLINA)
)
COUNTY OF Aiken)

PERSONALLY appeared before me Michael Stone and made an oath that (s)he saw the within named PATRICIA READING 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.

[Signature]
Witness

SWORN to before me this 11th day of June, 2014.

[Signature]
Notary Public



NOTARY OFFICIAL

STATE OF SOUTH CAROLINA)
)
COUNTY OF Aiken)

PERSONALLY appeared before me Michael Stone and made an oath that (s)he saw the within named AMELIA HENDERSON 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.

[Signature]
Witness

SWORN to before me this 11th day of June, 2014.

[Signature]
Notary Public



My Commission Expires: 10-3-23

NOT OFFICIAL