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REGISTER OF DEEDS

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STATE OF SOUTH CAROLINA

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COUNTY OF OCONEE

RESTRICTIVE COVENANTS, EASEMENTS AND CONDITIONS
FOR CRYSTAL LAKE PARK, INCORPORATED

ARTICLE 1

GENERAL

The provided lake access areas, the recreational areas and Crystal Lake are managed by Crystal Lake Park, Incorporated and/or Crystal Lake Water Sports, Incorporated depending on the specific arrangements and agreements that exist between them. All lot owner assessments are to be paid directly to Crystal Lake Park, Incorporated, its' assigns. This document does not constitute or infer any relationship to a homeowner's association, any lot owner involvement in the management of Crystal Lake property, or any ownership of Crystal Lake property by lot owners. However, Crystal Lake Park, Incorporated, at its option, reserves the right to establish a different organization to replace the existing management and operations structure. If such a change were to be made, the basic requirements, obligations, benefits and enforcement provided for within this document may be revised by Crystal Lake Park, Incorporated, if needed, to better serve the needs of the subsequent organization.

Numerous original lots and parcels were established and sold prior to this document's creation and have certain lake-related privileges, which are deeded and specified for reasonable times. Selected future lots and parcels are to also have certain lake-related privileges for reasonable times running with the land and shall, in addition, be subject to the required Assessments as described in ARTICLE 8 herein. Owners of these original and future lots, with deeded privileges, will generally have access to most of the same Crystal Lake areas. However, some areas may be set-aside for other purposes including those lake access areas for the designated owners of lots originally sold after December 2018, as well as, for others who may otherwise be authorized by Crystal Lake Park, Incorporated. Certain areas, activities, and resources may also be made available for limited public participation as may be determined to be financially or otherwise beneficial for the owners of the herein referenced Crystal Lake corporations.

Lot and/or parcel owners may be individuals, trusts or other legal entities. The person, who is the recipient of the privileges associated with a specific lot or parcel under the various forms of ownership, is specified hereafter within this document. Also, within this document, the term lot may have reference to a lot or a

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parcel, and the term lot owner may refer to a lot or a parcel owner in any of the forms of ownership heretofore referenced. For privilege purposes, those who constitute the immediate family are described in ARTICLE 3.

References to adults pertain to persons who are at least eighteen (18) years old. However, the document entitled "*Crystal Lake Privileges, Rules, Guidelines and Restrictions*" covers the rules and limitations for boating and other activities and specifies additional requirements, including age, training and experience for operating powered watercraft.

References herein to Crystal Lake property will generally include Crystal Lake itself, reserved areas, and lake access areas. Parts of adjoining property that may hereafter be acquired by Benjamin L. Vissage, his heirs and assigns and/or Sara E. Freeman, her heirs and assigns, which have not been divided and sold, may be referred to as Crystal Lake property or as affiliated Crystal Lake property. Parts of Tract C, Tract D and Tract E shown on the plat dated November 23, 2014 as prepared by surveyor James G. Hart, which have not been divided and sold, may also be referred to as Crystal Lake property.

References to Crystal Lake area property refers to any of the property, which is or has been in the past a part of the parcels as acquired by Relton Vissage, a.k.a. Relton L. Vissage, a.k.a. R.L. Vissage from the Blue Ridge Railroad through Georgia Realty circa 1943 and from Ella Mae Nichols in 1954. Also, any adjoining property acquired by Benjamin L. Vissage, his heirs and assigns and/or Sara E. Freeman, her heirs and assigns may be referred to as Crystal Lake area property.

References to future lots, within the context of this document, pertain to those lots established after December 2018 as well as to lots, which have not yet been established.

ARTICLE 2

PROPERTY OWNER PRIVILEGES PROVIDED WITH LOT OR PARCEL SALE AFTER DECEMBER 2018

For all lots and parcels being subject to these Restrictive Covenants, Easements, and Conditions, all of those certain rights granted unto owners of lots or parcels with original sales after December 2018 are derived from the authority as set forth in the deed of Benjamin Lee Vissage and Sara Elizabeth Freeman unto Crystal Lake Park, Incorporated, being recorded in Deed Book 2479, at Page 257 in the records of Oconee County, South Carolina.

Subject to the covenants, easements and restrictions contained in this document, lots and/or parcels originally sold or otherwise transferred from any Crystal Lake property after December 2018 shall have lake-related privileges provided in their associated deeds, running with the land. These lots established

from related Crystal Lake property may also include those from Tracts C, D and E as referenced in ARTICLE 1. The owners of these lots shall have access to Crystal Lake from the locations specified by Crystal Lake management. These access locations are subject to change as may be determined by and in the overall interest of Crystal Lake Park, Incorporated. In these selections, general consideration will be given to usable space within the lake access areas and to lot owner convenience. **The Assessment funding is necessary and mandatory to insure annual operation and maintenance of the designated access locations. For lot owners to exercise their lake access privileges, payment of their Assessments must be current.** Detailed requirements for the Assessments and consequences of non-payment are referenced and further described in ARTICLE 8.

The access areas shall have a total lake frontage of at least five lineal feet for each represented lot with no access area being less than fifty feet in length along the waterfront, which may also include designated docks. The lake access areas will be sufficient in size to accommodate an area for some recreational activities. There should be sufficient space to accommodate parking for most golf carts of nearby lot owners; however, parking availability for automobiles may be limited during times of increased usage.

The lots on the Southern side of the lake will have lake access areas provided on the Southern side of the lake. Likewise, the lots on the Northern side of the lake will have lake access areas provided on the Northern side of the lake. Exceptions may be established for special circumstances on a temporary or permanent basis with the written approval of the president of Crystal Lake Park, Incorporated. In some situations, such as disruption due to construction activity, there may be a request or even a requirement by Crystal Lake management for a temporary access area reassignment. Also, during the establishment of the initial access areas, a single area assignment is necessary.

Within these access areas, there may be related business activity operated by or under the authority of Crystal Lake Park, Incorporated, which may provide refreshment and activities for lot owners and others.

These access areas may be owned or leased by Crystal Lake Park, Incorporated and/or by Crystal Lake Water Sports, Incorporated depending on the business relationship between these corporations and the ownership of the referenced property.

Other privileges, which are not specified or provided in the deeds, may be permitted on a conditional basis. These conditional privileges are referenced in the document entitled "Crystal Lake Privileges, Rules, Guidelines and Restrictions." Participation in activities associated with these privileges must meet a standard of conduct acceptable to Crystal Lake management. Continuation of these conditional privileges is at the pleasure of the president of Crystal Lake Park, Incorporated and

may be terminated on an individual basis or for all lot owners together. These conditional privileges are subject to termination with or without cause.

In addition to lot requirements and restrictions, all related privileges pertaining to lake use, lake access and recreational areas are contingent upon and subject to the requirements and limitations as stipulated within both this document and the document entitled "*Crystal Lake Privileges, Rules, Guidelines and Restrictions.*"

The document entitled "*Crystal Lake Privileges, Rules, Guidelines and Restrictions*" contains the rules and limitations for boating as well as some other privileged and conditional activities. Maintenance and future revisions of the document are the right and responsibility of Crystal Lake Park, Incorporated.

Privileges as provided for in the deeds as well as conditional privileges may be limited or restricted by Crystal Lake management as may be necessary for safety, for **non-payment of Assessments**, for non-compliance with "*Crystal Lake Privileges, Rules, Guidelines and Restrictions,*" or for special events which may be scheduled by Crystal Lake management.

ARTICLE 3

THOSE PERSONS WHO ARE PERMITTED TO EXERCISE THE PRIVILEGES AS DEEDED WITH LOTS AND PARCELS, ORIGINAL SALE AFTER DECEMBER 2018

Owners of lots originally sold or otherwise transferred after December 2018 are subject to the restrictive covenants, easements and conditions contained herein and the rules and limitations for boating and other privileged activities, which are included in the document entitled "*Crystal Lake Privileges, Rules, Guidelines and Restrictions.*" In addition, **the owners are subject to Assessment.** As further conditions of participation in the privilege-related activities, the Assessment payment status must be current, and the privileges must be exercised in a safe and appropriate manner.

New owners, who have acquired a privileged lot, must ensure that Crystal Lake management is aware of the change in ownership before exercising associated privileges.

The exercise of these privileges shall be for and only for the first listed Grantee on each current deed and his or her immediate family unless the exceptions noted below apply or the Grantee is a trust or other legal entity. If the most current Grantee is a legal entity, utilization of these privileges shall be for and only for the one highest-ranking officer or authority of that entity and his or her immediate family. Except for trusts and the exception noted below, this applies to

all legal entities or ownership types including, but not limited to partnerships, LLCs, LLPs, PAs and corporations. For trusts, these privileges apply to the person designated as the sole beneficiary or as the primary beneficiary; however, if not specified, the privileges apply to the beneficiary first listed on the trust document. The beneficiary's immediate family is also permitted to utilize the privileges as herein provided. For the purposes of providing privileges, immediate family is defined herein as self, spouse and children living in the home. To participate in activities on Crystal Lake property the family member must be an adult, or be accompanied by an adult. For some activities, there is an age and/or training requirement as referenced in ARTICLE 1 and stipulated in the document entitled "*Crystal Lake Privileges, Rules, Guidelines and Restrictions.*"

On a conditional basis for certain family members, the term immediate family may be considered by Crystal Lake Park, Incorporated to extend beyond the immediate home. This would primarily have reference to adult children, grandchildren and to parents. Certain adult lineal relatives, at the selection and option of Crystal Lake management, may be given temporary and conditional written authorization to utilize specified privileges; however, this does not include the use of additional motorized watercraft. This is not a right but a conditional provision for the exercise of privileges, which may be withdrawn on a temporary or permanent basis at the discretion of the president of Crystal Lake Park, Incorporated.

For privileged lots, up to four guests may be permitted to participate in activities associated with these privileges on designated Crystal Lake property; however, the guests, while on Crystal Lake property, must be accompanied at all times by the lot owner or one of his or her adult immediate family members. Otherwise, these persons will be deemed trespassers and subject to appropriate consequences up to and including legal action. Renters and lessees do not have any privileges, but they may be escorted as guests in the manner prescribed above. Any guest, renter or lessee, whether accompanied or not, may be restricted from any or all of Crystal Lake property at the discretion of Crystal Lake management with or without cause or explanation.

Rental or lease of private houses by lot owners is permitted. However, the renters or lessees do not have privileges and are not permitted to utilize any Crystal Lake property, other than access roads, unless one of the following conditions are met: (1) They must be personally escorted at all times by the lot owner or by one of the lot owner's adult immediate family members while on Crystal Lake property; or (2) The renters or lessees must have received written authorization from Crystal Lake management in cooperation with the lot owner. Generally, only long-term lessees, not renters, will be considered for the use of Crystal Lake property without lot owner escort. If provisions are granted, the agreement must be in writing, and the lot owner along with the lessee must assume responsibility and liability for any injuries to and any liability for the actions of the associated lessee(s) and anyone escorted by or accompanied by the lessee while on Crystal Lake property. If the

owner of the privileged lot also plans to utilize privileges during the same lease period, there must be at least two lots providing separate privileges. Any authorization from Crystal Lake management will specify approved use areas and will restrict from use all motorized watercraft, ATVs, UTVs, unregistered Golf Carts and trail bikes. A copy of the long-term lease, which shows the inclusive dates of the lease, will be required for review and documentation. With or without cause, Crystal Lake management retains the right to restrict any renter or lessee from Crystal Lake property, whether they are escorted or not. A long-term lease is considered for the purposes herein to be at least six (6) months in length. Also, lake related privileges are not available during the months of October through April.

A person having Power of Attorney does not acquire the privileges related to Crystal Lake property; however, he or she may carry out the actions necessary to maintain the associated property. This may include work such as repairs to a dock or the removal of a boat from the lake. If there are no immediate family members or other authorized person(s) to utilize the privileges, the Agent may carry out necessary duties including the accompanying of renters as guests on Crystal Lake property. Crystal Lake management is to be notified of this legal relationship prior to the commencement of any activity, which requires the Agent to be on Crystal Lake property. Also, by way of taking any action, which requires being on Crystal Lake property, this person assumes all risks and liabilities beyond those covered by the associated lot owner. The president of Crystal Lake Park, Incorporated may provide certain specified privileges to the Agent for a designated time period.

EXCEPTION #1 – Timeshare ownerships may be established by Crystal Lake Park, Incorporated. Each of the timeshare owners shall be an individual (spouse may be a co-owner) and shall have Crystal Lake property privileges as defined within this document for their immediate family during their timeshare period only. They may also have four (4) guests including children, who must be accompanied by the timeshare owner at all times while on Crystal Lake property. An individual may own more than one timeshare period. An assessment will apply for each owner timeshare period as specified in ARTICLE 8. Separate timeshare maintenance and operations fees will be established for each timeshare property and included in the contract and/or deed. As with other arrangements, the timeshare owner assumes all risks and liabilities associated with self, family and guests. If, in the future, trading of timeshare venues is permitted, no guests will be allowed to accompany the non-owners of the Timeshare property. However, for this purpose, family members will be allowed, which may include parents, children and grandchildren.

EXCEPTION #2 – For lots with multiple owners and with the approval of Crystal Lake management, the secondary owners may also acquire privileges for use of designated Crystal Lake property. This may be accomplished by each of these secondary owners assuming the obligation to **pay additional Annual and Special Assessments** for each owner and immediate family. Initially, a five (5) year commitment must be made with an annual renewal thereafter.

EXCEPTION #3 - With the authorization of the president of Crystal Lake Park, Incorporated, the documented secondary owners of a legal entity, which owns a privileged lot, may obtain privileges comparable to those of the primary owner by assuming the obligation **to pay additional Annual and Special Assessments for each owner**. Initially, a five (5) year commitment must be made with an annual renewal thereafter.

ARTICLE 4

PRIVILEGES AND PENALTIES

Privileges associated with lot or parcel ownership are provided with safe, proper and appropriate conduct being a condition of exercising those privileges. Based on the judgment of Crystal Lake management, anyone conducting themselves in a manner, which is generally unsafe, is inappropriate, is an excessive aggravation to others, or is the object of excessive complaints, will be subject to restriction or removal from any and all Crystal Lake property. Those who have privileges by way of lot ownership may be subject to temporary time restriction of those privileges, generally beginning with one day for a first offence with time periods being increased with repeated or more significant offences. These increased penalties shall be determined by and at the sole discretion of Crystal Lake management. For any specific offence, the maximum penalty will not exceed one month of privilege restriction except as noted in the following paragraphs.

For repeated safety related offences, which endanger self or others, a penalty of up to one year of privilege restrictions may be imposed against the offending individual. Examples of serious offences include: Operation of restricted watercraft; Improper or careless operation of watercraft or other equipment; Operation of watercraft in incorrect areas or speed zones as described herein or in other referenced documents; Repeated offences of swimming alone without an observer nearby; Repeated swimming of distances more than one hundred (100) feet from the starting location without a manned watercraft escort; and Swimming in primary boat operating areas or other unapproved areas as described in the document entitled "*Crystal Lake Privileges, Rules, Guidelines and Restrictions*."

Aside from privilege penalties, the more critical offences may have legal penalties imposed through the normal legal process. Under these circumstances, law enforcement will likely be contacted. Examples of such serious or legal offences include: Operation of watercraft under the influence of alcohol or drugs; Operation of watercraft in a reckless manner; and Being drunk and disorderly. In addition to legal penalties, the privilege penalty for these offenses is unlimited and is at the discretion of the president of Crystal Lake Park, Incorporated. The privileges for other members of the immediate family will remain valid until such time that the lot or parcel is sold or otherwise transferred to others. After a reasonable time period of observation by and at the discretion of Crystal Lake management, the

restricted individual may be permitted to join his or her family as a watercraft passenger. An adult family member must always accompany and be responsible for a suspended person. A suspended person is eligible to make a privilege restoration appeal to Crystal Lake management annually.

For any of these related offences, a penalty as referenced above may be imposed against the offending individual without legal repercussions against Crystal Lake Park, Incorporated, Crystal Lake Water Sports, Incorporated, their management, their owners or associates.

Lot or parcel owners may allow others to use their property; however, they do not have the authority to grant others the use of any Crystal Lake property. Any person, who is on Crystal Lake property without being properly accompanied, or otherwise authorized by Crystal Lake management, will be considered a trespasser and will be subject to appropriate legal action. Lot and parcel owners are responsible to ensure that anyone they may allow on their property, including renters, are fully informed of all limitations and restrictions.

ARTICLE 5

LOTS ACQUIRED BY CRYSTAL LAKE PARK, INCORPORATED

For any lots with original sales after December 2018 and later acquired or reacquired by Crystal Lake Park, Incorporated or by Crystal Lake Water Sports, Incorporated, the requirements and/or restrictions, noted herein, are subject to change for the specific lot(s) if and during the time when the lot(s) is (are) owned by Crystal Lake Park, Incorporated or by Crystal Lake Water Sports, Incorporated. If, thereafter, ownership of any of these lots changes from either of the referenced corporations, the president of Crystal Lake Park, Incorporated will be responsible to establish the future requirements and restrictions on the property. Considerations will be given to all existing buildings and their uses, to the original requirements and restrictions as reasonably apply and to other relevant issues as determined by the president of Crystal Lake Park, Incorporated.

ARTICLE 6

SUBDIVIDING OF LOTS OR PARCELS

All lots or parcels of land, initially established or otherwise subdivided from the larger parcels including those parcels known as Tract C, Tract D and Tract E after December, 2018 are hereafter restricted from being further subdivided unless authorized in writing by the president of Crystal Lake Park, Incorporated. Furthermore, provisions for adding of privileges to any resulting lot created from a subsequent division will be subject to authorization or requirement by the president of Crystal Lake Park, Incorporated. If so authorized, an initial establishment fee will be required. **This establishment fee for each lot will be ten (10) times the**

Annual assessments existing at the time of the establishment. For the current year and thereafter, Annual and Special Assessments commensurate with the those stipulated in Sections two (2) and three (3) of ARTICLE 8 in this document will be required for all resulting lots and parcels.

ARTICLE 7

EASEMENTS

Every lot hereafter established along existing roads will have a twenty (25) foot wide easement inward from its property lines along or near the center of the existing roads for the purposes of: Installation and maintenance of utilities, cable television and communication systems; Improvements and maintenance of roads and ditches; Installation, maintenance and operation of security cameras; Installation and/or removal of trees; and Allowance for general easement area maintenance and landscaping improvements. All other property lines of these and other lots, along which initially there are no automobile access roads, will have a fifteen (15) foot wide easement from the property line inward for the purposes of: Installation and maintenance of utilities, cable television and communication systems; Installation, maintenance and operation of security cameras; Installation and/or removal of trees; Installation of pathways for walking; Maintenance and improvements for the general easement areas; and Installation and maintenance of recreational roadways along or near the referenced property line.

Lot owners, their immediate family members and up to four (4) accompanied guests may utilize the walking trail. The lot owners and adult family members may also operate small pre-approved four-wheel vehicles such as Golf Carts on the easement roadway. Approved Utility Vehicles, ATVs and Golf Carts may be used on Crystal Lake area property. **Currently**, only Golf Carts can be legally operated on public roads where there is a maximum Speed Limit of 35 mph. For use on the public roads, the Golf Carts must be registered with the Department of Transportation, have an address within four (4) miles of the operating location and have liability insurance equivalent to that required for automobiles in South Carolina. The Golf Cart can only be operated on the public roads during daylight hours. The operator must be at least eighteen (18) years old and have a valid driver's license. **The employees, officials and guests of Crystal lake Park, Incorporated, as authorized, may utilize these recreational roadways for: Maintenance access; Pleasure riding; Patrolling; and Passenger transport including but not limited to shuttle vehicles.** Further details may be found in the document entitled "*Crystal Lake Privileges, Rules, Guidelines and Restrictions.*"

All users of these easement areas are expected to conduct themselves in an orderly manner as a condition of use. Anyone conducting themselves in an unacceptable manner while on any of these easement areas is subject to restriction from use for a period of time specified by and at the discretion of the Crystal Lake management. The consequences for inappropriate conduct will be similarly applied

as specified in ARTICLE 4 above. Those consequences may extend to permanent and total restriction from use of these easement areas, except where located on one's own property. Anyone utilizing an easement area, who has privileges suspended and is not otherwise authorized, will be subject to legal action as a trespasser.

By way of this document, an easement twenty-five (25) feet in width is also created extending inward from all joining property lines along the perimeter of the Crystal Lake property (or affiliated Crystal Lake property) as the lines existed on December 31, 2018. The location of this referenced easement may be changed by action of the president of Crystal Lake Park, Incorporated. Extension of the Crystal Lake property border through the acquisition of additional property may require revision of the easements while maintaining the roadway restriction necessary for security. Crystal Lake Park, Incorporated is therefore authorized to make easement revisions and install fences or other necessary barricades within the easement areas to prevent or specifically control traffic across the perimeter property line of the Crystal Lake area property.

This perimeter easement is restricted from having any additional roadways that provide access from property outside of the Crystal Lake property perimeter line without written authorization from the president of Crystal Lake Park, Incorporated. No other changes including construction, removal or addition of trees, bushes or other vegetation are to be made within this easement area without prior written authorization from Crystal Lake management.

The lot or parcel owner shall retain the right to use the easement areas located on their property in a manner, including routine maintenance, which does not interfere with or restrict access for easement purposes and is consistent with the limitations herein set forth. This owner also has the right to build a driveway across an easement, which is along a primary Crystal Lake area access road, at a location and in a manner agreeable to the management of Crystal Lake Park, Incorporated. Other than for the access driveway, no structures, pavement, fences, septic systems, sprinkler systems, landscape trees, plants, shrubs, or other obstructing items are to be constructed on, installed on, placed on or removed from any part of these easements unless specifically authorized in writing by Crystal Lake Park, Incorporated management. If a tree on the easement area is endangering a structure on a lot owner's property, the tree may be removed in the interest of safety and protection of property. Management should be informed, in advance, if possible.

All lots or parcels, which are described within their deeds as being subject to the *"Restrictive Covenants, Easements and Conditions"*, are also subject to the easements as stipulated herein. By this document, the easements herein described for all lots are hereby granted to and retained by Crystal Lake Park, Incorporated, which shall have management and control of all aspects of these easements. This

also includes the authority to grant non-exclusive easements to others for the herein referenced purposes.

If there are any variations required in these easements, it is necessary that the variations or exceptions be specified in detail within the deed of each individual lot to be affected. These variations must be based upon significant justification and purpose. For any variations or exceptions, the agreement and authorizing signature of the president of Crystal Lake Park, Incorporated must be obtained prior to or at the time that the deed is signed by the Grantor. At least ten days in advance must be provided to allow time for the president of Crystal Lake Park, Incorporated to review the desired variations and determine whether to approve, reject or recommend changes. If the request is rejected or changes recommended, additional time must be allotted. As an exception and as heretofore noted, necessary easement changes regarding perimeter property lines are permitted to be made by Crystal Lake Park, Incorporated without imposing farther onto the property of privately-owned lots.

These easements authorize Crystal Lake Park, Incorporated to carry out the referenced functions and activities; however, they do not transfer the responsibility from the property owner to Crystal Lake Park, Incorporated to carry out any of these authorizations except as follows within the provisions of this document: Allow the utilities desired by the property owner to be installed and maintained within these easement areas; Allow the property owner to install a driveway as agreed upon by management; and Allow the property owner to utilize and maintain the easement areas in a manner, which does not disrupt the easement purposes. These referenced utilities are to be installed and maintained in a manner acceptable to Crystal Lake Park, Incorporated management.

ARTICLE 8

ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments.

Crystal Lake lots and parcels subject to assessments include those established from Tract C, Tract D and Tract E shown on the plat prepared by surveyor James G. Hart and dated November 23, 2014 and any other lots so stipulated by Crystal Lake management after also having been surveyed, sold or otherwise transferred after December 2018. The owners of these lots and/or parcels, shall be deemed to covenant and agree to pay to Crystal Lake Park, Incorporated, its assigns: (1) **Annual assessments** to provide specified annual lake access and use privileges and to provide routine annual operations and maintenance funding as needed for the dam, the lake, recreational and access areas and (2) **Special assessments for the purposes** of payment and/or

reimbursement for the major costs of operation, maintenance and repairs associated with the lake, the dam and designated common use areas. Such assessments are to be fixed, established and collected as hereinafter provided. The Annual and Special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and a cost of collection thereof, hereinafter provided, shall be the obligation of the person or entity which was the owner of such real property at the time when the assessment was first due and payable.

Section 2. Annual assessment

For lots or parcels originally sold or otherwise transferred after December 2018, the Annual assessment amounts for access and for operations as shown below shall be prorated for full months remaining in the year of purchase and due at time of purchase. Thereafter, the initial Annual assessment amounts for lots are shown listed below. All Annual assessments shall be inflation-adjusted annually based on the Consumer Price Index or other appropriate government index. With the written approval of and at the discretion of the president of Crystal Lake Park, Incorporated, the owners of multiple lots may have the Annual assessments of the additional lots reduced under the following conditions: A request for an assessment reduction for the additional lots must be made before the January 1st. of the year in which the reduction is to become effective; This reduction applies only to the additional lots of a multiple-lot parcel of adjoining lots under same ownership; The lots are being used as one combined lot by one immediate family; No more than one dwelling may be associated with the multiple-lots; There are to be no renters or lessees; There are to be no unaccompanied occupants of the property other than the lot owner's immediate family; and Also, If and when a lot is sold or otherwise transferred from a multiple-lot parcel, the separated lot(s) will then be **subject to the full Annual assessment beginning with the following January assessment.**

The purpose and utilization of the Annual assessments are more fully described as follows: **The required Annual assessments are for the** annual use of the lake and the lake access areas with sixty-five percent of the Annual assessments being used to provide for the annual operations and maintenance funding with the remaining thirty-five percent going to the Crystal Lake Park, Incorporated stockholders. This funding shall be allocated, according to relative importance, as determined by Crystal Lake management, among the following categories: General operation and maintenance of the lake and dam; Activities associated with the annual operation, maintenance and security for the areas designated for use during the assessment year including the lake access and recreational areas, outlying recreational and picnic areas, golf cart and ATV trails and applicable roads; Repayment of loans and associated interest to financial institutions; Reimbursement of other funds borrowed for these purposes; Related

rental and leasing costs; Payment of salaries, wages and associated costs for annual operations and project implementation, management, and maintenance; and For the retention of a reserve fund for future maintenance, repairs and improvements. This operations fund is for annual operational and maintenance purposes to ensure the functional condition of the designated areas during the annual usage period to the extent that these funds will provide. Should funds be inadequate to maintain all areas, some of the areas may remain closed for the affected season in order to insure proper maintenance for the more significant areas.

ANNUAL ASSESSMENTS for OPERATIONS FUNDING AND LAKE ACCESS

The listing below represents the 2019 annual assessments for lots and parcels sold or otherwise transferred after December 2018.

(A) Waterfront Lots originally established and/or sold after 2018	\$ 360.00
(B) Lots bordering on Crystal Lake Road, either side	\$ 360.00
(C) Outer Lots near, but not bordering on Crystal Lake Road	\$ 360.00
(D) Lots designated for small and tiny houses, not bordering on Crystal Lake Road	\$ 240.00
(E) Lots past the valley north of Crystal Lake Road	\$ 240.00
(F) Original Lots – Voluntary, not using Special access areas	\$ 240.00
(G) Timeshares established by Crystal Lake Park, Incorporated	\$ 50.00
Annual Assessment for each timeshare owner period of one week	

With an agreement of fifty-one percent of those subject to the Assessment as listed in categories A through E above, the annual assessment amount may receive a permanent general increase according to the amount proposed and approved. The purpose for annual assessment increase would be to provide a general improvement in the overall operations, possibly with a specific temporary emphasis.

Section 3. Special Assessments for Improvements, Additions, Operating Deficits.

In addition to the annual regular assessments authorized by Section 2 hereinabove, Crystal Lake Park, Incorporated, its assigns, may levy special assessments, for the purpose of construction or reconstruction, repair or replacement of capital improvements upon the commonly used properties, roads, lake, dam or to provide for the necessary facilities and equipment to offer the services authorized herein, or to fund any deficit in operating funds necessary to pay operating expenses which exceed the budgeted assessment.

The purpose and utilization of the Special assessment are more fully described as follows: The Special assessments are for, but not limited to, the purposes of implementing major projects along with maintenance and improvement of the physical categories described in Section (2) above. Special assessments may also be combined with or separately established for the financial purpose related to the non-physical categories above. At least seventy-five (75) percent of these collected funds will be used for the purposes related to these projects described above while the remaining funds will normally be held in reserve in a bank account for future special purposes or for major project requirements. However, depending on the projected future requirements, and at the discretion of the president of Crystal Lake Park, Incorporated, a portion or all of the excess funds may be returned proportionally to the assessed property owners.

Section 4. Financial Obligations Including Reimbursements

Only those obligations incurred after January 1st, 2018 will be considered for payment or reimbursement. Up to the date of this document being recorded in the records of Oconee County, the only loans outstanding and the only unpaid expenses incurred are those owed to one or more of the owners of Crystal Lake Park, Incorporated. Those will likely recur from time to time and will be settled on an ongoing operations basis.

Section 5. Reserve Fund

Crystal Lake Park, Incorporated may establish a reserve fund from its regular annual assessments to be held in reserve in a bank account or investments as a reserve for (a) major rehabilitation or major repairs or replacements of improvements and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss and (c) operating deficits.

Section 6. Payment of Assessments.

The Annual assessment as determined and levied by Crystal Lake Park, Incorporated shall be due and payable on or before January 16th to Crystal Lake Park, Incorporated by the owner of record on January 1st of the same year. Crystal Lake Park, Incorporated shall have the power to change the date upon which the annual assessments become due and payable and also to determine the method of payment of annual assessments, i.e., lump sum, monthly installments, quarterly, etc.; provided, however, that the annual assessment shall be due and payable at least annually.

Any Special assessment as determined and levied by Crystal Lake Park, Incorporated shall be due and payable to Crystal Lake Park, Incorporated within 90 days of the date of notice. At the discretion of the president of Crystal Lake Park, Incorporated, a major project may be broken down into multiple assessments, thus

extending the overall time period for payments. Should there be a project of significant magnitude, the financial arrangements may be extended over time for everyone. Special assessment costs will be dispersed evenly between lots subject to the Special assessment fees in proportion to their Annual assessments. No Special assessment fee for any individual lot will be more than five percent of the total project cost.

Section 7. Duties of Crystal Lake Park, Incorporated, and assigns

Crystal Lake Park, Incorporated, and assigns, shall fix the amount of the assessment, and shall, at that time, direct the preparation of an index of the properties and assessments applicable thereto.

Section 8. Effect of Non-Payment of Assessment; The Personal Obligation or the Owner; The Lien; Remedies

If any assessment is not paid within thirty (30) days after the due date, then such assessment and associated collection costs shall become delinquent and together with a late fee of five (5) percent and interest at a rate of one and one-half (1.5) percent per full month thereon from the due date shall become a charge and continuing lien on the land and improvements thereon against which each such assessment is made. In cases of a lot owner's documented and verified financial hardship, special payments or adjustments may be arranged by the president of Crystal Lake Park, Incorporated. Otherwise, if the assessment is not paid within ninety (90) days after the due date, Crystal Lake Park, Incorporated and assigns, may bring an action at law or equity against the owner personally obligated to pay and/or foreclose the lien against the property and there shall be added to the amount of such assessment, the interest hereinabove specified until judgment, late charges, the costs of preparing and filing the complaint in such an action, and in the event a judgment is obtained, such judgment shall include interest on the assessment, late charges and reasonable attorney's fees to be fixed by the court, together with the costs of the action. In addition to the rights of action set forth above, Crystal Lake Park, Incorporated, and assigns, may suspend the rights to the use of the lake and access areas of any lot owner during the period when the assessment or costs remain unpaid. Upon payment of such assessment, expenses, interest and late charges, etc., the lot owner's rights and privileges shall be automatically restored.

Section 9. Suspension of Assessments; Discontinuation of Crystal Lake Park, Incorporated's Obligation to Maintain the Lake and Dam.

Crystal Lake Park, Incorporated, its owners, its management and/or its assigns specifically reserve the right to suspend the collection of assessments at any time and to discontinue any maintenance, repairs or upkeep to the lake. Any subsequent owner does hereby acknowledge that neither the Grantee, his or her heirs and assigns, nor Crystal Lake Park, Incorporated have assumed any

continuing obligation as to the maintenance, repairs or upkeep of the lake. Upon the discontinuation of the maintenance and upkeep of the lake and dam, the abandonment and securing process for the lake and dam, any funds remaining in bank accounts after all expenses and legal fees have been paid will be returned proportionally to the assessed lot owners.

ARTICLE 9

LIABILITY

The primary privileged lot owner or, if applicable, a secondary privileged lot owner, who is onsite, is liable and responsible to ensure that all persons participating in activities on Crystal Lake property under his or her privileges is fully informed of and is following all applicable rules, limitations and restrictions.

By virtue of the authorized lot owner's privileges (or presumed privileges), all involved lot owners and/or all other associated individual(s) involved in an incident while on Crystal Lake property or related easements, which results in property damage, injury or death, assume all liability for the occurrence. Those associated individuals include lot owners, the lot owners' family members, and their lessees, renters, guests, and employed individuals, etc. The lot owner may still be held liable as a party to an incident even if the lot owner's associated individuals did not have the lot owner's go-ahead.

This assumption of risks and liability by the lot owner and the associated individual(s) is applicable whether or not there are any hazards or apparent negligence. It is the responsibility of each person, who is utilizing Crystal Lake property, to conduct himself or herself in a safe and respectful manner. This includes the responsibility of each person utilizing Crystal Lake property to correct any hazards if reasonable to do so. If the hazard cannot be corrected, a flag, a sign or a barricade should be placed in order to warn and protect others. The hazard should then be personally and directly reported to Crystal Lake management. It is very important to confirm that two-way communication has been accomplished. Messages left on answering machines, emails and texts are not sufficient.

The lot owner is responsible for effective communications to those persons permitted on his or her associated lot and for their resulting actions.

Crystal Lake Park, Incorporated, Crystal Lake Water Sports, Incorporated, their owners or the owners of any other Crystal Lake property are not liable for the actions of other persons while they are on any of these associated properties. As noted above, participants in privileged activities are responsible to correct, flag or barricade hazards and report them to management. For those parts of Crystal Lake property where there are no privileges, those going onto that property without permission are trespassers. Trespassers assume all risks and liability for their actions and are also subject legal action.

ARTICLE 10

RESTRICTIONS

Within the Crystal Lake property area or on individual lots, no commercial buildings or business activity whatsoever are permitted, except as follows: The direct actions and ongoing participation of Crystal Lake Park, Incorporated are a part of the business operation; or The business operation and facilities are approved in writing by the president of Crystal Lake Park, Incorporated with specific details regarding location, related construction, authorized activity and operating schedule.

Consideration may be given to other lot owner businesses, which are acceptable to and not competing with any foreseeable business activity of Crystal Lake Park, Incorporated, Crystal Lake Water Sports, Incorporated or their major owners. Any potential lot owner business must not create any consequential disturbance, annoyance or disruption associated with conduct, noise, traffic, parking, and/or pick-up/deliveries. All considerations will be based on the judgment of the president of Crystal Lake Park, Incorporated, and there are no obligations by Crystal Lake management to approve any business activity. The authorization for a lot owner business is revocable by Crystal Lake management at any time with a (30) thirty-day written notice.

Rental or lease of private houses by lot owners is permitted. However, the renters or lessees do not have privileges and are not permitted to utilize any Crystal Lake property, other than access roads, unless certain conditions are met as described in ARTICLE 3

Operation of any on-site wholesale or retail business, such as a store or other outlet for sales or rental activity, restaurants, condominiums, and motels, etc. is restricted and limited to the Crystal Lake corporations and their major owners as authorized by the president of Crystal Lake Park, Incorporated.

Equipment, other than basic lawn mowers and home maintenance equipment, is restricted from regular presence on all future lots. This includes, but is not limited to equipment similar to work trucks, tractors, backhoes, bulldozers, skid steers, and associated equipment, etc. Trailers, temporary structures, tents, campers, tiny houses, any homemade or converted campers, motorhomes, and mobile homes are restricted from all lots except for the designated areas where they are specifically authorized by deed, by written authorization by Crystal Lake management or as addressed in ARTICLE 12.

Mobile homes and doublewides, etc. will not be permitted except as technological advances justify reconsideration in the future. Temporary use of fully self-contained motorhomes or campers in areas, where not normally allowed, may be permitted for up to thirty (30) days by written authorization from Crystal Lake

management. If being used while permanent housing is being constructed or renovated, an extension of time may be permitted at the discretion of Crystal Lake management.

The use of firearms is prohibited on lots or parcels sold from the Crystal Lake property before December 2018. This restriction is stipulated in the deeds of those lots or parcels. By way of this document, the use of firearms or devices of greater danger is strictly prohibited on Crystal Lake, on all roads and on the lots or parcels sold after December 2018 from Crystal lake related property including that shown as Tract C, Tract D and Tract E on the plat dated November 23, 2014 and prepared by surveyor James G. Hart. The use of firearms and/or trespassing for any purpose is also prohibited on the remaining unsold property from the heretofore referenced Tracts C, D and E unless specifically authorized by the owners. Violators are subject to legal action.

Other restrictions are covered in further detail in the document "*Crystal Lake Privileges, Rules, Guidelines and Restrictions*." Some of these referenced restrictions include, but are not limited to: Use of firearms; Allowed pet animals; Control of pets; Control of noise; Use and alteration to reserved areas; and Use of alcohol and/or drugs.

There will be very few exceptions to the above restrictions. However, any of the above may be reviewed and approved for specified exceptions by the president of Crystal Lake Park, Incorporated.

ARTICLE 11

CONSTRUCTION REQUIREMENTS LOTS WITH ORIGINAL SALES BEFORE 2019

CONSTRUCTION REQUIREMENTS - For construction of houses on lots originally sold prior to 2019, only cost requirements were specified in the original deeds. There are governmental regulations, which specify distances between wells, septic systems, structures and property lines. Also, Building Codes are now a requirement of construction. The Department of Health and Environmental Control (DHEC) and the Buildings Codes Department of Oconee County now regulate those aspects of construction.

For certain lots, as stipulated in their deeds, a boathouse may be constructed on the reserved area of Crystal Lake property in accordance with Crystal Lake specifications and restrictions. If included in the deed, a dock may also be constructed. It must be located within the property line limits along the waterfront and no more than fifteen (15) feet from the shoreline. The exact locations of docks and boathouses are to be approved by Crystal Lake management. Unless currently existing, provided for in the deed or authorized in writing by the president of Crystal Lake Park, Incorporated, the boathouses are not permitted to have a dwelling or an

occupancy area. The general construction requirements for docks and boathouses are specified in the "*Crystal Lake Privileges, Rules, Guidelines and Restrictions*" document.

ARTICLE 12

CONSTRUCTION REQUIREMENTS FUTURE LOTS WITH ORIGINAL SALES AFTER 2018

CONSTRUCTION REQUIREMENTS - The Crystal Lake Park, Incorporated requirements for current and future construction are more specific and detailed than the requirements for lots sold prior to 2019. Future construction is also subject to Building Codes and inspection by Oconee County. The wells and septic systems are regulated by DHEC. The specific and detailed construction requirements associated with Crystal Lake are maintained, updated and retained by the management of Crystal Lake Park, Incorporated in a separate architectural document, which includes extensive details including types of structures, colors, materials, landscaping, environmental, and size, etc. In areas where future lots may be sold, or otherwise transferred, all building specifications and designs will be subject to pre-approval and as-built approval by Crystal Lake management from the perspective of Crystal Lake Park, Incorporated requirements, expectations and specifications.

Owners of non-lakefront lots established after December 2018 will not be permitted to construct or install boathouses and/or docks unless specified in writing by the president of Crystal Lake Park. For those lot owners required to pay assessments, docks will be provided within the lake access areas for use by those lot owners.

BASIC CONSTRUCTION REQUIREMENTS - Herein are included the Crystal Lake Park, Incorporated basic housing and construction requirements on future lots located within the various areas associated with Crystal Lake property. The size and detailed design requirements vary according to the locations within the Crystal Lake Park area. Except for lots and/or parcels owned and/or managed by Crystal Lake Park, Incorporated or its primary owners, lots bordering and on either side of Crystal Lake Road and those lots closer to the lake, the minimum conditioned living space is 1400 square feet, with the main floor being at least 1000 square feet. For locations directly adjoining those lots, which border on the outer side of Crystal Lake Road from the lake, the minimum conditioned living space is 1200 square feet, with the main floor being at least 900 square feet. At the time of an original sale, a larger requirement for the square footage may be specified on the deed. In other locations, where specified in the deed, small houses may be permitted ranging from 600 to 1000 square feet, with at least 600 square feet on the main floor and tiny houses ranging from 350 to 600 square feet, with loft space not counted. In some of the more remote areas, campers and motor homes may be permitted as specified in the deed.

Except for areas where authorized or stipulated otherwise by Crystal Lake Park, Incorporated, the types of housing unit construction under consideration will be limited to single family onsite or pre-fabricated construction meeting the requirements and approval of Crystal Lake management. Drawings and specifications are to be submitted to Crystal Lake Park, Incorporated for review and approval. The types of housing permitted in other specified areas may be stipulated in the deeds and/or on a referenced drawing or plat. The other types of housing include tiny houses of at least 350 square feet, pre-fabricated and onsite constructed small houses as heretofore referenced. For mobile visitors, certain areas may be specified for campers and/or motorhomes. Campers and motorhomes are not to be set up on a permanent basis. They are to be removed from the premises always during the months of October through April. Mobile homes, doublewides, etc. will not be permitted on any of the lots except as addressed within this Article and entitled, "Mobile Home/ Doublewide Exception".

ACCESS TO THE CONSTRUCTION SITES - From a general construction and esthetics perspective, the management of Crystal Lake Park, Incorporated retains the right of onsite inspection and approval for all building and structure designs and construction-in-progress activity. This also includes future renovations, which affect the exterior. These construction reviews and approvals are not intended to replace the Building Codes inspection and approval process or to address design integrity issues.

CONSTRUCTION PERMITTED FOR CRYSTAL LAKE PARK, INCORPORATED Crystal Lake Park, Incorporated and/or its major owners retain the right to construct houses, condominiums, hotels and/or motels on property owned and appropriate for the areas where located. The condominiums, hotels and/or motels will only be constructed in areas where, in the judgment of Crystal Lake management, there is appropriate space and distance from private houses. Crystal Lake Park, Incorporated retains the authority to sell, rent or lease these units and to allow lake area access to the occupants. Greater distances would be allocated for hotels and/or motels. In addition, restaurants and retail sales outlets may be constructed and operated by or under the authority and direction of Crystal Lake Park, Incorporated. The locations of these facilities will be determined with discretion by Crystal Lake Park, Incorporated.

SEPARATED BUILDINGS – Garages, storage buildings and sheds must be approved in advance by Crystal Lake management. The structure is to match the primary design of the house. The specifications will be covered in the Architectural document. Metal buildings will only be approved for some of the remote locations. However, they may be utilized by Crystal Lake Park, Incorporated in maintenance and access areas.

MOBILE HOME / DOUBLEWIDE EXCEPTION – At sometime in the future, the advances in manufactured housing, also referred to as mobile homes, may be

sufficient to reconsider for installation on Crystal Lake area lots. This decision will be made by and at the discretion of the president of Crystal Lake Park, Incorporated. If the decision is made to approve the installation of mobile homes on Crystal Lake area lots, Crystal Lake management must individually approve each home prior to its purchase.

ARTICLE 13

MAINTENANCE OF PROPERTY INCLUDING BUILDINGS AND GROUNDS

Once a lot or Parcel is cleared of excess growth, it is required to be maintained in a reasonable ongoing manner commensurate with its level of landscaping and acceptable to Crystal Lake management. All buildings on the property are to be maintained in a generally accepted manner. Items, such as storm damage, peeling paint, damaged roof and broken windows are to be repaired expeditiously. Management's judgment will be based partly on concerns expressed by other property owners but will ultimately be at the discretion of Crystal Lake management. By way of this document, Crystal Lake Park, Incorporated at the discretion of its management is empowered to make needed repairs and bill the owner(s) for costs plus twenty-five (25) percent. Ultimately, in situations of significant and continued negligence, legal action may be taken, as necessary, to ensure that proper maintenance and repairs carried out.

ARTICLE 14

PRIVILEGES, PROVISIONS AND CONFLICTS

DIFFERENCES OR CONFLICTS WITHIN OR BETWEEN DOCUMENTS -
When there are conflicts or differences within or between these documents, "*Restrictive Covenants, Easements and Conditions*" and "*Crystal Lake Privileges, Rules, Guidelines and Restrictions*", the most limiting, defining or restrictive interpretation as determined by the president of Crystal Lake Park, Incorporated will prevail.

LOT OWNER COMPLAINT AGAINST ANOTHER LOT OWNER - When there are complaints by one lot owner against another lot owner, the issue may be settled by Crystal Lake management if the authorization is contained herein within this document, within in the document "*Crystal Lake Privileges, Rules, Guidelines and Restrictions*", or within the "Architectural Requirements" document as these documents exist at the time of the complaint. As authorized, Crystal Lake management may elect to settle the complaint by decision. Otherwise, the parties may be advised to settle among themselves or address the issue through the legal process.

Junia O'Neil
Emma H. Davis

CRYSTAL LAKE PARK, INCORPORATED

By: _____, Pres.

Attest: _____, Sec.

Junia O'Neil
Emma H. Davis

CRYSTAL LAKE WATER SPORTS, INCORPORATED

By: _____, Pres.

Attest: _____, Sec.

Junia O'Neil
Emma H. Davis

_____[SEAL]
BENJAMIN LEE VISSAGE

Sara Elizabeth Freeman [SEAL]
SARA ELIZABETH FREEMAN

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PROBATE

PERSONALLY APPEARED the undersigned Witness, who being duly sworn says that (s)he is not a party or beneficiary of the transaction and further that (s)he saw the within named CRYSTAL LAKE PARK, INCORPORATED; CRYSTAL LAKE WATER SPORTS, INCORPORATED; BENJAMIN LEE VISSAGE AND SARA ELIZABETH FREEMAN, sign, seal, and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Junia O'Neil

Sworn to before me this
26th day of June, 2019

Emma H. Davis [LS]

Notary Public of South Carolina

My Commission Expires: 3-9-2022

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2019 JUN 28 PM 4:28