

53744

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

AMENDED AND RESTATED PROTECTIVE
COVENANTS AND RESTRICTIONS

THESE AMENDED AND RESTATED PROTECTIVE COVENANTS AND RESTRICTIONS are entered into this 2nd day of March, 1996, by the Keowee Bay Property Owners Association, Inc. (hereinafter "KBPOA").

WHEREAS, Keowee Bay Subdivision, Section III (hereinafter "Keowee Bay") is a subdivision located in Oconee County, South Carolina, which was created and subdivided by Ingram Enterprises, Inc. (hereinafter "Ingram"), as developer, pursuant to certain plats prepared by Robert R. Spearman (1) dated July 26, 1988, and recorded July 27, 1988, in the Office of the Clerk of Court for Oconee County in Plat Book A 24 at Page 2; (2) dated August 16, 1988, and recorded August 18, 1988, in Plat Book A 24 at Page 6; and (3) dated December 20, 1988, and recorded August 17, 1990, in Plat Book A 65 at Page 7, respectively, (hereinafter the "Plats") reference to said Plats being made for the metes and bounds description thereof; and

WHEREAS, Keowee Bay is subject to Certain Protective Covenants and Restrictions (hereinafter the "Restrictions") imposed by Ingram which are recorded in the Office of the Clerk of Court for Oconee County on July 27, 1988, in Deed Book 544 at Page 264, and on August 18, 1988, in Deed Book 547 at Page 333, respectively; and

WHEREAS, Section 26 of the Restrictions provides that said restrictions may be amended upon the agreement of a sixty (60%) per cent majority of the Architectural Committee; and

WHEREAS, the Architectural Committee has indicated its desire to revise the Restrictions as set forth below.

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of the land as shown on the Plats, the undersigned does hereby impose the following Amended and Restated Protective Covenants and Restrictions on Keowee Bay, which Amended and restated Protective Covenants and Restrictions shall supersede and replace the above referenced Restrictions, all of which are declared to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described property or any part thereof, and all of which shall be applicable to Keowee Bay.

1. LAND USE AND BUILDING TYPE

Recorded this 16 April 1996
Book 858 Page 186
Auditor, Oconee County, S.C.

Full MAP 047 SUB 02 BLK 01 PARC 056

ON OCONEE COUNTY TAX MAPS

No lot shall be used except for residential purposes, and only one single family residence shall be erected, altered, placed, or permitted on any lot. Outbuildings may be permitted by submitting plans and specifications to the Architectural Committee for approval. All accessory buildings shall contain at least 200 square feet of area. No mobile homes, house trailers, modular homes, or any temporary structure shall be placed on any lot, either temporarily or permanently. No lot shall be used for repair work on automobiles or other vehicles, whether performed by the owner or not. All boats and equipment used in connection therewith, such as trailers, and all vehicles other than automobiles, except moored watercraft, shall be kept under a suitable cover, such as an attached garage, said cover to be approved by the Architectural Committee.

2. QUALITY AND SIZE

(MAIN FLOOR 1200 SF FT)
 Each dwelling shall have a minimum of 1600 square feet of heated living area. Also, every dwelling shall have driveway accommodations for at least three (3) cars, or a garage area attached to the dwelling of at least 500 square feet. All construction shall be approved by the Architectural Committee before commencing. No building shall exceed three stories in height. Any dwelling which has been constructed, or whose plans have been approved, prior to the date of this agreement shall be granted a waiver from this requirement.

3. BUILDING LOCATION

No part of any building shall be located on any lot nearer than fifty (50) feet to the front lot line, and no part of any building shall be located nearer than ten (10) feet to any side lot line. No dwelling shall be located on any lot nearer than twenty (20) feet to the rear lot line, provided said rear lot line does not abut or adjoin the Crescent Land and Timber Company's lot line. A detached storage or outbuilding may be constructed within twenty (20) feet of the rear or side lot lines, overhangs included, provided it is first authorized by the Architectural Committee; provided, however, that anyone who purchases two contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said dwelling on the common lot line between the two said contiguous lots; this, however, shall in no way waive the requirements contained herein concerning rear and side lot lines with respect to said two contiguous lots. "Front Lot Line," as referred to herein, is that part of the lot which faces a paved road located in Keowee Bay Subdivision, Sections I, II, and III, waterfront and interior. It is specifically understood and agreed, however, that purchaser of an irregularly shaped lot who wishes to have the above requirements waived because of the shape of such lot may submit to the Architectural Committee a plot plan showing an alternative location for a residential structure. Approval of any deviation from the above requirements is vested in the sole discretion of the Architectural Committee. The consent to one such deviation shall not operate to demonstrate a consent to any

subsequent request for deviation.

4. CONSOLIDATION OF LOTS

If a single family residence is constructed on more than one (1) lot, the property owner may submit a request to the Board of Directors for consideration to consolidate his lot into one for the purpose of assessment of annual dues, and have the lot resurveyed and recorded at the Oconee County Records Office to include the whole or a part of an adjacent lot as a single family residential lot. A copy of this new survey must be submitted with the property owner's request for the assessment of annual dues. The Board of Directors shall have complete and total discretion as to whether to grant such request.

5. NUISANCES

No noxious or offensive activity shall be carried on upon any lot or common property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement tent, shack, garage, barn, or other outbuilding shall be used or left on any lot at any time as a residence, either temporarily or permanently; nor will it be permissible to stockpile any form of construction materials or the parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house; but no longer than six (6) months or an extended time period approved by the Architectural Committee.

7. CONSTRUCTION

Any structure must be completed within one (1) year after the initial construction has been commenced. No concrete blocks, cinder blocks or any similar type building materials shall be used in connection with the construction of any building erected upon said lots so that said materials are visible from the exterior of said building.

8. SIGNS

No commercial sign of any kind shall be displayed to the public view on any lot. Lot numbers and name signs must be approved by the Architectural Committee.

9. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot; except, however, that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. The keeping of pets which are dangerous or create a nuisance is prohibited.

10. SEWAGE DISPOSAL

No individual sewer disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Oconee County Health Department or such other governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such system, as installed, shall be obtained from such authority. In no event shall such systems be located so as to contaminate any stream or lake.

11. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping grounds for rubbish unless specified by the Architectural Committee as a landfill area to be systematically filled and covered properly for landfill purposes. Trash, garbage, or other waste shall not be kept except in containers approved for sanitary conditions. All garbage cans and containers shall be screened in such a manner so that same are not visible from the paved road. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or other shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street-side property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street-side property line with the edge of a paved driveway or alley.

No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at an appropriate height to prevent obstruction of such sight lines.

13. ARCHITECTURAL COMMITTEE

The Architectural Committee shall consist of five (5) members who shall be appointed annually by the Board of Directors, of which three (3) members of the Board shall serve with two (2) other members of the K.B.P.O.A. They shall advise any property owner of required construction policies, fees, and bonds, and of the compliance and/or non-compliance of these Protective Covenants and Restrictions.

14. FUEL TANKS

All fuel tanks or containers shall be covered or buried underground consistent with normal safety and environmental precautions.

15. TELEVISION ANTENNAE

No tower for a television antenna or any other antennae shall be erected over twenty (20) feet in height without the express written consent of the Architectural Committee. Only satellite dishes of two (2) feet or less in diameter shall be approved by the Architectural Committee.

16. TERM

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to terminate same.

17. ENFORCEMENT

A. Any property owner in violation of these Protective covenants and Restrictions shall receive a written notice from the Board of Directors as to the violation. The property owner has thirty (30) days upon receipt by certified mail of such written notice to be in compliance. After the thirty (30) days, any property owner not in compliance shall pay to the K.B.P.O.A. a penalty of twenty-five (\$25) dollars per day until compliance is met.

B. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, and may be brought either to restrain violation or to recover damages therefor. The various restrictive measures and provisions of this instrument are declared to constitute mutual restrictive covenants and servitudes for the protection and benefit of each lot. Failure by the undersigned or any other person or persons entitled to do so to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

18. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. BOAT DOCKS

Private floating boat docks are permitted provided they are not used for human habitation. Each boat dock shall be approved by

the Architectural Committee and Duke Power.

20. CUTTING OF TREES

No trees over six (6) inches in diameter shall be removed other than those necessary for construction, unless approved by the Architectural Committee.

21. EASEMENTS

There is a flowage easement in favor of Crescent Land and Timber Company to an elevation of 810 feet mean sea level, USGS datum, on all lots adjoining Lake Keowee (Duke Power Company). There is a drainage and utility easement as follows:

1. a ten (10) foot easement on all front lot lines
2. a five (5) foot easement on all rear lot lines
3. a five (5) foot easement on all side lot lines

22. ARCHITECTURAL CONTROL

No building shall be erected or placed on any lot until the construction plans and specifications and a plan showing the location of such structure have been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

Approval or disapproval by said Architectural Committee shall be given in writing within thirty (30) working days after the Architectural Committee has received said plans. In the event the Architectural Committee, or their agents, fail to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to them, or in any event, if no suit to enjoin construction prior to the completion thereof has been instituted, approval will not be required and full compliance with the related covenant will be deemed to have occurred.

23. HUNTING PROHIBITED

The property within Keowee Bay Subdivision, Sections I, II, and III shall be a wildlife sanctuary, and any hunting or wildlife is hereby prohibited.

24. DAMAGE TO COMMON PROPERTY

Any damage done to common property by a property owner, or their guests, is the sole responsibility of that property owner.

25. PROPERTY OWNERS ASSOCIATION

A. Keowee Bay Property Owners Association is formed as a non-profit corporation. Every person or entity who is a record owner of a fee or undivided fee interest in any lot in Keowee Bay

Subdivision shall be a mandatory member of the Association as formed. All members of the Association shall be governed and controlled by the Articles and By-Laws thereof.

B. The Association, as formed, shall be solely responsible for the exclusive management and control of any common areas and all improvements thereon and shall keep same in good, clean, attractive, and sanitary condition, order, and repair.

C. Every member of the Association and family members and guests shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with title to each lot. Any property owner's family and guests designated to use common areas, such as picnic shelter, beach, sundeck, boat docks, boat ramp, and parking area shall be accompanied by the property owner or family and is their sole responsibility.

D. The K.B.P.O.A. hereof shall retain legal title to any common areas or portions thereof until such time as they deem appropriate.

E. The term common areas shall include, but not be limited to, all roadways and streets within all phases of Keowee Bay Subdivision and all recreational facilities.

F. Each owner of any lot by acceptance of a deed thereto is deemed to be governed by these Protective Covenants and Restrictions and agrees to pay the association annual general assessments and special assessments for capital improvements. All such assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land, shall be a continuing lien upon such lots, and shall be the personal obligation of the owner.

G. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of all phases of Keowee Bay Subdivision, and for the improvement, maintenance, repair, and operation of all common areas and facilities. The total assessment levied shall be divided by the number of lots owned by members of K.B.P.O.A. each lot shall be assessed equally. Annual general assessments shall be fixed by the Board of Directors of the Association.

H. Special assessments for capital improvements may be levied by the Association to defray the cost of construction, reconstruction, repair, or replacement of any improvements upon the common areas, providing said assessment shall have the assent of two-thirds (2/3) of the voting members of the Association.

I. Any assessment not paid within thirty (30) days of the date due may bear interest at the legal rate. The Association may bring an action at law or in equity against the owner personally obligated to pay same or foreclose the lien against the property in

J. No owners may waive or otherwise escape liability for assessments provided hereunder by non-use of the common areas or abandonment of his or her lot.

26. AMENDMENTS

Any or all of these covenants and restrictions may be amended or a variance therefrom granted at any time prior to their expiration upon the agreement in writing, duly acknowledged and recorded, of the owners of sixty (60%) percent of the lots.

IN WITNESS WHEREOF, K.B.P.O.A. has executed these Amended Protective Covenants and Restrictions this 2nd day of March, 1996. All other covenants and restrictions have been suspended by this agreement.

WITNESSED: KEOWEE BAY PROPERTY OWNERS ASSOCIATION, INC.

A. Eskridge

Jeanne Stawer

By: _____
Architectural Committee Member

Jimmie Wilson

By: *William Andrews*
Architectural Committee Member

By: *Harby Caldwell*
Architectural Committee Member

By: *Joselyn Heide*
Architectural Committee Member

By: *J.P. [Signature]*
Architectural Committee Member

RECORDED
MAR 11 1996

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within names, sign, seal and as his act and deed deliver the within written Protective Covenants and Restrictions, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Witness: Jimmie Wilson

SWORN to before me this 2nd
day of March, 1996.

Jeanne L. Strawn
Notary Public for South Carolina

My commission expires 08-12-2002.

FILED
APR 15 3 03 PM '96
CLERK OF COURT