

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

DECLARATION OF PROTECTIVE
COVENANTS AND ARCHITECTUAL
CONTROLS
FOR
CANE CREEK HARBOR

This Declaration is make and published on the ____ day of February, 1991, by JOE D. RACKLEY, INDIVIDUAL OWNER.

RECITALS:

WHEREAS, Joe D. Rackley is the owner and developer of certain real property located in Oconee County, South Carolina, known as Cane Creek Harbor, Phase I, containing Lots One through Eighteen, inclusive, as shown and more fully described on a plat thereof by Cornerstone of Seneca, Inc., recorded in Plat Book ____, page ____, records of Oconee County; and situated within Cane Creek Harbor hereinafter called "the Development", and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of all of the lots and parcels in the Development and the owners and future owners thereof;

NOW THEREFORE:

JOE D. RACKLEY, INDIVIDUAL OWNER, declares that all the lots in the Development, being lots One through Eighteen, inclusive, of Cane Creek Harbor as shown on Plat Book ____ at page ____, records of Oconee County, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration, all of which are declared and agreed to be in the furtherance of a plan for the development, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots in favor of each and all other lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such lots in the Development and the respective owners, present and future.

1. DEFINITIONS:

The following terms as used in this DECLARATION are defined as follows:

- A. Committee means the architectural control committee;
- B. Declarant means Joe D. Rackley, his successors and assigns;
- C. Declarations means this Declaration of Protective Covenants for Cane Creek Harbor, dated of even date, as the same may be supplemented and amended from time to time;
- D. Development means Cane Creek Harbor as the same may be shown on maps thereof recorded from time to time;
- E. Improvement means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles,

antennae and any other structure of any other type or kind;

F. Lot means any numbered lot designated on the plat;

G. Owner means (1) any person, corporation or legal entity other than Joe D. Rackley, who holds fee simple title to any lot or parcel, or (2) any person, corporation or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement, in which case seller under said agreement shall cease to be the owner while said agreement is in effect;

H. Plat means the plat of Cane Creek Harbor, Phase I, as it from time to time may be recorded;

I. Single-family dwelling means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption or a group of not more than three adult persons not so related, together with his or their domestic servants maintaining a common household in such dwelling.

2. LAND USE:

No lot may 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 Committee for approval. All accessory building shall contain at least 200 square feet of area. Only single-family residential dwellings and such outbuildings as are usually accessory thereto shall be permitted on any lot. No mobile homes, house trailer 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 independent parties. All boats and equipment used in connection therewith, such as trailers, and all vehicles other than automobiles, shall be kept under a suitable cover, such as an attached or unattached garage. Said cover to be approved by the Committee.

3. QUALITY AND SIZE:

Each dwelling shall have at least 1700 square feet of fully-enclosed heated floor area (exclusive of roofed or unroofed porches, terraces, garages, carports or other outbuildings). Each dwelling shall have accommodations for at least two cars, with said garage or carport area either attached or unattached to have at least 400 square feet of area. No building shall exceed three stories in height.

4. BUILDING LOCATION:

No part of any building (including eaves, steps and open porches which shall be considered a part of the building) shall be located on any lot nearer than fifty feet to the front lot line and no part of any building shall be located nearer than ten feet to any side lot line or nearer than thirty feet to any rear lot line. A detached storage or outbuilding may be constructed within twenty feet of the rear or side lot lines provided that it is first authorized by the Committee. Any one 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 of the two contiguous lots; however, this shall in no way waive the requirements contained herein concerning rear and side lot lines with respect to the said two contiguous lots.

"Front Lot Line" as referred to herein is that part of the lot which faces a paved road located in Cane Creek Harbor Subdivision, Phase I. It is

specifically understood and agreed that a 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 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 Committee. The consent to one such deviation shall not operate to demonstrate a consent to any subsequent request for deviation.

5. RESIDENTIAL RESTRICTIONS:

The following shall be applicable to all lots within Cane Creek Harbor as shown on aforementioned plat of said subdivision, and each owner, as to his lot, covenants to observe and perform the same.

A. Accessory Outbuildings; Without the approval of the Committee, no accessory outbuildings shall be erected on any lot or parcel prior to the erection thereon of a dwelling. In no event shall any such accessory outbuildings, partially completed or temporary structure, ever be used for human occupancy or habitation.

B. Completion of Construction. Construction of any improvements, once commenced, shall be completed within twelve months. Improvements not so completed or upon which construction has ceased for ninety consecutive days or which have been partially or totally destroyed and not rebuilt within twelve months shall be deemed nuisances. Declarant may remove any such nuisance or repair or complete the same at the cost of the Owner.

C. Prohibition Against Used Structures: Without the approval of the Committee no used buildings or structures, intended for use as a dwelling, shall be placed on any lot.

D. Maintenance of Lots. All lots and parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, Declarant shall have the right, through his agents and employees, to do so, the cost of which shall be added to and become a lien upon said lot and shall be enforceable by Declarant. Neither the Developer nor any of his agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.

E. Disposal of Sanitary Waste. No outside toilet shall be constructed on any lot or parcel. No plumbing fixtures, dishwashers, toilets or sewage disposal system shall be permitted on any lot unless such system is designed and 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.

F. Fences. All property lines shall be kept free and open and no fences, hedges or walls shall be permitted thereon without Committee approval. Any fences, hedges or walls to be erected on any portion of the property must have Committee approval.

G. Nuisances. No noxious or offensive activities or nuisances shall be permitted on any lot or parcel.

H. Signs. No person, except the Declarant, shall erect or maintain upon any lot or parcel or improvement any sign or advertisement, unless prior approval is obtained from the Committee; provided however, one "for sale" sign per lot, not exceeding 5 square feet, may be placed on a lot by the owner thereof.

I. Animals. No animals shall be kept or maintained on any lot or

parcel except the usual household pets which shall be kept reasonably confined so as not to become a nuisance. No commercial breeding of animals on the premises shall be allowed.

J. Garbage and Refuse Disposal. No owner shall burn trash, garbage or other refuse without a permit from the Committee, nor shall any Owner accumulate on his lot junked vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.

K. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks on any lot or parcel shall be either buried below the surface of the ground or screened to the satisfaction of the Committee. Every receptacle for ashes, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street within the Development, or from Lake Keowee, except at times when refuse collections are made.

L. Restrictions on Temporary Structures. No travel trailer or tent shall be placed or erected on any lot or parcel, nor shall any overnight camping be permitted on any lot or parcel until after the construction of a dwelling thereon. At no time shall a mobile home be placed on a lot or parcel.

M. Removal of Trees. No tree over eight inches in diameter may be removed from any lot or parcel without the prior written consent by the Committee.

N. Limited Access. There shall be no access to any lot or parcel on the perimeter of the Development except from designated streets or roads within the Development.

O. Ditches and Swales. Each owner shall keep drainage ditches and swales located on his lot or parcel free and unobstructed and in good repair and shall provide for the installation of such culverts upon his lot or parcel as may be reasonably required for property drainage.

P. Resubdivision of Lots. No lot shall be further subdivided or its boundary lines changed, except with the written consent of the Committee; however, the Developer and Declarant herein hereby expressly reserves unto himself, his successors and assigns, the right to replat any one or more lots shown on the plat of said subdivision.

Q. Drilling and Mining. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any lot.

R. Radio and TV Equipment. No radio and television antennae or receiving equipment may be installed unless approved by the Committee. No satellite discs will be allowed unless the Committee is assured that they will not be visible from any adjoining property.

S. Adequate offstreet parking shall be provided by the owners of said lots for the parking of automobiles owned by such owners, and such owners agree not to park their automobiles on adjacent roads or streets as a matter of course. Boats, campers, recreational vehicles, school buses and trucks shall not be parked regularly on said lots without the approval of the Committee.

6. EASEMENTS:

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

The following easements over each lot and the right to ingress or egress to the extent reasonably necessary to exercise such easements are reserved to Declarant and his licensees:

- 1) A ten-foot wide strip running along the inside of the side lot line;

A twenty-foot wide strip coincident with street right-of-way lines; for the installation and maintenance of utilities including radio and television transmission cables and the accessory right to locate guide wires, braces or anchors or to cut, remove or trim trees and plantings wherever necessary upon said lot in connection with such installation, maintenance and operation.

2) Slope and drainage. A thirty-foot wide easement running along the inside of all lot lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses. Declarant and his licensees reserve the right to cause or permit drainage of surface water over and through all lots.

3) Other easements. Any other easements shown on the plat of said subdivision.

4) Use and Maintenance by Owners. The areas of any lots affected by the easements reserved herein shall be maintained continuously by the Owner of such lot but no structures shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easement for the purposes herein set forth.

5) Liability for Use of Easements. No Owner shall have any claim or cause of action against Declarant or his licensee arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the plat except in cases of willful or wanton misconduct.

7. ARCHITECTURAL CONTROL COMMITTEE:

A) General Powers. All improvements constructed or placed on any lot in Cane Creek Harbor must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot and the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping and any other information which the Committee may require, including soil, engineering and geologic reports and recommendations.

B) Committee Membership. The Committee shall be composed of three members, to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant.

C) GROUNDS FOR DISAPPROVAL:

The Committee may disapprove any application:

1) If such application does not comply with this Declaration;
2) Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvements on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or

3) If, in the judgment of a majority of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other lots or parcels.

D) RULES AND REGULATIONS:

The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc.

E) VARIANCES:

The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots or parcels.

F) CERTIFICATION OF COMPLIANCE:

At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor or engineer that such improvement does not violate any setback, ordinance or statute, nor encroach upon any easement or right-of-way of record, nor violate any other provision of these Restrictions.

G) LIABILITY:

Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, the Declarant, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

H) APPEALS:

Any applicant shall have the right to appeal to the Declarant from any decision of the Committee within thirty days after the entry of such decision.

I) MISCELLANEOUS:

Change in exterior, including color, materials, alterations, additions, etc., must have prior approval of the Committee. The Committee also reserves the right to require Owners of homesites where construction is not taking place to reasonably maintain the appearance of said property on request. All houses and other structures, including driveways which shall be hard paved of either concrete or asphalt and landscaping, must be completed within one year from the start of construction except where such completion is impossible and would result in great hardships to the owner or builders due to strikes, fires, national emergency or natural calamities.

9. DOCKS:

No dock shall be permitted to be used in connection with any of

the property unless its construction and location shall be approved in writing by the Committee because it is the intent of the Committee for docks used in connection with the property to be harmonious in appearance, one with the other, and to be of a size and shape so as not to interfere with the use of property within Cane Creek Harbor. This provision shall be strictly adhered to for purposes of facilitating the building and use of docks by owners within the Subdivision. The Committee shall keep and maintain a common plan or plans for dock construction, copies of which shall be furnished upon request to any owner.

10. LOTS ADJOINING PRIVATE ROADS:

That portion of Cane Creek Harbor Road that adjoins lots numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9) is a private road and the above numbered lots shall be responsible for the maintenance of same. Each person owning any lot adjoining the above mentioned portion of Cane Creek Harbor Road shall be a member of the Cane Creek Harbor Association and by virtue of same shall be entitled to a vote in regard to the control and maintenance of said portion of road. After the Declarant has constructed and paved Cane Creek Harbor Road, the Association shall be responsible for the future operation and maintenance of the above mentioned portion including but not limited to pavement, concrete curbing and all other areas inside the road right-of-way as shown on the Subdivision Plat. Any future repairs, maintenance, operation or other matters pertaining to said portion of road shall be by majority vote of the Association; PROVIDED, HOWEVER, all lots adjoining that portion of Cane Creek Harbor Road shall have the right to use said road in an uninterrupted manner at any time; PROVIDED, FURTHER, that that portion of Cane Creek Harbor Road must be open to the public for at least one hour each and every day.

Declarant or his assign reserves the right to extend Cane Creek Harbor Road as he deems necessary and/or as the Development is expanded into future phases. In such case any and all lots in the future phases which adjoin the private portion of Cane Creek Harbor Road shall be members of the Cane Creek Harbor Association and will have the same rights, privileges, votes and other responsibilities as do those lots in Phase I.

11. PUBLIC ROADS:

All roads with the exception of that portion of Cane Creek Harbor Road mentioned in Paragraph 10 above and as shown on the aforementioned plat shall be paved to county specifications. The Declarant specifically reserves the right to deed said roads to Oconee County and further give any and all rights-of-way needed for the furnishing of utilities to the said subdivision and said roadways. Declarant further reserves the right to upgrade the private portion of Cane Creek Harbor Road and deed same to Oconee County.

12. SHARED DOCK:

Because of the limited amount of shoreline footage of lots Eight (8) and Nine (9) it may be necessary for these two lots to share a common dock. The requirement, if necessary, for the shared dock and its location will be determined by Duke Power Company and its dock

permit representative. If a common dock is required for these two lots the cost of constructing, installing and maintaining said dock will be shared equally by the two lot Owners. FURTHER, a five foot wide (5') walking easement is hereby reserved across the lake frontage of Lot Nine (9) to allow the owners of Lot Eight (8) and their guests access to and use of the dock. The requirements for this dock will be the same as those outlined in Paragraph 9, DOCKS. FURTHER, the Owners of Lots Seven (7) and Ten (10) agree to allow any dock as approved.

13. ENTRANCE MONUMENT EASEMENTS:

Non-exclusive perpetual easements for the purposes of landscaping and maintaining an entryway and erecting and maintaining an entrance monument for the Subdivision are hereby reserved by Declarant for himself, his successors in interest and assigns, and granted to the Owners over the easterly corner of Lot Eighteen (18), Phase I of the Subdivision, the location of which easement is shown and designated as "25' X 25' Sign Easement" on the Plat (the Easement Tract") or in any other location the Declarant, his successors in interest and assigns, deems suitable for the placement and construction of an entrance monument.

Declarant and/or the Owners, or any number of them, or any organization formed by them or Declarant for this purpose (for the purposes of this paragraph only, such parties shall be referred to collectively as the "Owners"), shall have the right to landscape and maintain the Easement Tract as an entryway to the Subdivision. Further, Declarant and/or the Owners shall have the right to erect and maintain a monument with an entrance sign thereon (collectively, the "Entrance Sign") on the Easement Tract or other location bearing the name of the Subdivision and Declarant and other information as the Declarant deems suitable and necessary, which Entrance Sign shall be built to the applicable governmental standards for signs, and to erect and maintain lighting for the Entrance Sign, planters and other improvements typically used for an entryway (the Easement Tract, the Entrance Sign, lighting, landscaping and other improvements to be constructed on the Easement Tract or other location are herein collectively referred to as the "Entrance Monument"). Declarant and/or the Owners, or any number of them, or any organization formed by them or Declarant for this purpose, shall have the right to go upon the Easement Tract or other location in order to erect, repair and maintain the Entrance Monument, including the landscaping thereof and the erection and maintenance of the Entrance Sign, lighting, planters and landscaping thereon.

The Owners shall be responsible for repairing and maintaining the Entrance Monument, including the maintenance of the signage, planters, and lighting located thereon, shall provide and pay for lighting of the signage located thereon, shall keep the Entrance Monument clean and free from debris and shall maintain the landscaping thereon in accordance with the highest standards for private parks, including any necessary removal and replacement of landscaping. The Owners may carry out these responsibilities through any association formed by the Owners or Declarant for this purpose.

14. REMEDIES:

A) Enforcement. Declarant and each person whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorneys fees.

B) Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude any agreed parties' resort to any other remedy at law or in equity.

C) No delay or failure on the part of an agreed party to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or an occurrence of a different violation.

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

15. GRANTEES' ACCEPTANCE:

Each Grantee or purchaser of any lot shall, by acceptance of a deed conveying title to, or the execution of a Contract for the purpose thereof, whether from Declarant or subsequent owner of such lot, accept such deed or contract upon and under the jurisdiction, rights, powers, privileges and annuities of Declarant. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with Declarant and the Grantee or purchaser of each other lot, to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

16. CAPTIONS:

Paragraph captions of this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

17. TERM AND AMENDMENT:

The provisions of this Declaration shall affect and run with the land and shall exist and be binding on all parties claiming an interest in the Development of Cane Creek Harbor until January 1, 2016 after which the same shall be extended for successive periods of ten years each. This Declaration may be amended by the affirmative vote of three-fourths of the Owners of all lots in the Development entitled to vote and the recording of an Amendment to this Declaration duly executed by the requisite number of such Owners required to effect such Amendment. Further, any amendment must be approved by Declarant so long as Declarant is the owner of the 50' X 50' parcel between Lot Five (5) and Lot Six (6) as shown the Plat of Cane Creek Harbor.

IN WITNESS WHEREOF, Declarant has executed this Declaration this
_____ day of February, 1991.

Signed, Sealed and Delivered
in the Presence of:

BY: _____

Joe D. Rackley

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

PROBATE

Personally appeared before me the undersigned witness and made oath
that (s)he saw the within named Grantor(s) sign, seal and as his/her/
their/its act and deed, deliver the within Instrument for the uses and
purposes therein mentioned, and that (s)he with the other witness
hereinabove subscribed witnessed the execution thereof.

Sworn to before me this

_____ day of _____,
1991.

(LS)

Notary Public of South Carolina
My commission expires _____