

BOOK 915 PAGE 0137

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STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

EASEMENTS, COVENANTS AND RESTRICTIONS

"KOKOMO ON KEOWEE SUBDIVISION PHASE II  
(LOTS 22 - 50 FOR ALL PLATS WHICH WILL INCORPORATE  
THOSE LOTS BEING THE INTERIOR LOTS ON  
KOKOMO WAY AND INCLUDING LOT 22)

WHEREAS, Cocomo on Lake Keowee Inc. a South Carolina Corp., hereinafter referred to as COLK INC., the owner and developer of a tract of real property located in Oconee County, South Carolina, which will be subdivided into "Kokomo on Keowee Subdivision Phase II (Lots 22 - 50 for all Plats which will hereinafter incorporate these lots, the same of which are the interior lots located on Kokomo Way and additionally include Lot 22) and will hereinafter be referred to as KOK SUB. PHASE II, according to Plats of survey which will from time to time be recorded in the Office of the Clerk of Oconee County; and

WHEREAS, the said Owner and Developer, believing it to be in the best interests of all present and future owners of lots within this Subdivision, now desires to impose certain protective covenants and restrictions as to the use of such lots, and to reserve certain easements for utilities, roadways or amenities for the use and benefit of all owners of lots therein;

NOW THEREFORE, the undersigned COLK INC. hereby reserves the following Easements and adopts the following Protective Covenants and Restrictions for KOK SUB. PHASE II, as follows, to wit:

I. EASEMENTS, COVENANTS AND RESTRICTIONS: All lots in this Subdivision shall be held, used, conveyed, transferred and sold subject to the within restrictions, covenants, reservations and easements. The same shall be binding upon all parties or person claiming under the Undersigned, and shall run with the land, for a period of twenty-five (25) years next following the date hereof, after which the same shall be automatically extended for successive periods of twenty-five (25) years each unless an instrument in writing by a majority of the then-owners of lots in this Subdivision shall be recorded agreeing to change the same in whole or in part. Except as provided herein, no lot may be used or occupied, and no structure built within this Subdivision except in conformance with the following:

1. No professional office, business, trade or commercial activity of any kind may be conducted in any building or upon any

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BOOK 915 PAGE 0139

hundred (800') feet above mean sea level, USGS datum, as more fully set forth in Covenants and Restrictions contained in the deed from Crescent Resources, Inc., to CoComo on Keowee Inc. as recorded Deed Book 869, pages 226 through 232, records of Oconee County. The only waterfront lots affected by this paragraph is Lot 22. All the other lots are non-waterfront lots.

7. No lot in this Subdivision may be resubdivided into smaller lots. There shall be no more than one main dwelling located on any lot of this Subdivision. Should the owner of one lot acquire an adjoining lot, the aggregate shall be considered as one lot for purposes of these covenants and subject to the provisions of this paragraph, at the option of the owner. No lot and no part of a lot shall be dedicated or used or permitted to be used as a right-of-way for the public except only with the written approval of the Architectural Review Committee.
8. All construction commenced on any lot shall be completed within twelve (12) months after construction is begun.
9. No signs or bulletin board will be permitted on any lot except when used in connection with the sale of a lot or when used by contractors during the actual construction of a dwelling upon any lot, the sign shall not exceed four (4) square feet overall.
10. Any dwelling constructed on any lot must be serviced by a sewage disposal system of a type and kind approved by the South Carolina State Board of Health and Environmental Control.
11. Any house pets maintained by any lot owner must be kept confined so as not to be or become a nuisance to any other lot owner. No farm animals (including but not limited to horses, chickens, pigs or cattle) shall be permitted or maintained on any lot.
12. No noxious or offensive activity may be carried on upon any lot, nor anything which may be or become an annoyance or nuisance to the general neighborhood, including but not limited to the parking or storage of wrecked or disabled vehicles or school buses upon any lot or street within the development. All disabled vehicles permanently housed on any lot must be garaged at all times in an enclosed garage. No parking of cars, boats trailers or other vehicles on streets shall be permitted except as overflow for guests.
13. All trash, garbage or other waste shall be kept only in containers approved for sanitary conditions, by governmental authorities or the Architectural Review Committee, and any equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No lot shall be used or maintained as a dumping ground for trash or rubbish. No burning is permitted on any lot and any refuse, including trimmings, must be

BOOK 915 PAGE 0140

hauled from the lot, within ten (10) days of accumulation at owners expenses.

14. Each lot owner shall be responsible for the maintenance of his entire lot, including the area between the lot and the paved street (including banks, easements and etc.). Each lot shall be kept clean of debris and lawn cut and other things as to prevent objectionable viewing to others.

15. There is reserved along all lot lines an easement of ten (10) feet in width for installation, operation and maintenance of utilities and for drainage. Any other easements shown upon the recorded plat of the subdivision are also reserved for the specified purposes. No owner shall impair access to the above which must be kept as your open space free of obstructions.

16. All ditches and drainage swales shall be kept free of the trash, tree trimmings, and garbage by the owners of each lot in order to permit the proper flow of water and drainage within subdivision.

17. On all lots adjoining Lake Keowee there has been reserved a floodage easement in favor of Crescent Land & Timber Corporation (Duke Power Company) to the 810' ft contour elevation above sea level, noted on master survey, the same of which in herein reimposed.

18. Fixed piers, gazebos and floating dock facilities incidental to residential use of the lots are permitted on the condition that they are not rented, leased or otherwise used for remuneration. Any pier or boat dock which is covered shall not contain an upper deck or provide an activity area above the dock level. No dock in the subdivision shall be used as a dock for a houseboat or other watercraft used as a housing unit. Any of the above must be authorized and permitted by Duke Power Company and the Architectural Review Committee.

19. Any ownership or leasing arrangement of a lot having the characteristics of a vacation time sharing ownership plan or a vacation time sharing lease plan is expressly prohibited.

20. Fences or walls incidental to residential use shall not exceed four (4) feet in height, shall not be constructed of such material which will block the view of the lake on an adjacent lot nor extend closer to the front lot line than the house on the lot and must be approved by the Architectural Review Committee.

21. Roofs (except dormers) shall not be less than six-in-twelve pitch, and not less than twelve (12") inch overhang. Roofing materials shall be limited to slate, cedar shake, tile, fiberglass shingles or standing seam roofing. Corrugated iron, tin or rolled roofing material is not permitted.

22. No satellite dish will be permitted on any lot or in any portion of this Subdivision except one (1) digital satellite dish with a diameter of not more than twenty four (24") inches is permitted per lot, as approved by the Architectural Review Committee.

23. No trees greater than six (6") inches in diameter, breast high, may be cut from any lot without the prior written permission of the Architectural Review Committee, except as necessitated to create a lake view from the main house or access as permitted on the lot as approved by the Architectural Review Committee.

II. ARCHITECTURAL REVIEW COMMITTEE - The Developer herewith creates the Architectural Review Committee herein referred to as A.R.C. which will consist of Richard M. Sepler, William R. Burkhart and a third person who shall be a property owner appointed by the first two named persons. All owners shall submit plans for review by the Committee, who may approve, disapprove or recommend changes to the proposed construction. The Committee shall be empowered to determine conformity to the same standards as other lots in the Cocomo Development, in addition to the restrictions as herein set forth, not inconsistent with the same. Upon the occasion of the Developer having sold all the lots in the Cocomo subdivision to individual Owners, the homeowners shall meet for the purpose of electing three or fewer number, at their choice, to continue as the Architectural Review Committee until a majority of the property owners in writing vote for the dissolution of the said Committee; otherwise to continue in perpetuity.

III. OTHER PROPERTY; The Undersigned reserves the right from time to time to apply these covenants, restrictions and easements to additional lands developed as a part of KOKOMO ON KEOWEE, by placing of record an additional plat or plats so designated and rerecording this or an altered version, as is deemed appropriate by the owner/developer.

IV. WAIVER OF SURFACE WATER CLAIMS. The owners and developer agree to pave the roadway designated as "50 ft. right of way" shown on the subdivision plat to the specifications required by Oconee County, South Carolina, and to convey such roadways to Oconee County as public ways and thoroughfares. The purchasers and grantees of any lot in this Subdivision agree to accept surface water from the roadways and waive any claim for damages by reason of surface water from either of these roadways.

V. OTHER RESTRICTIONS. All lots in this Subdivision will be conveyed subject to covenants and restrictions as set forth in Deed from Crescent Resource, Inc. to Cocomo on Lake Keowee dated June 3, 1996 and recorded July 1, 1996, in Deed Book 869, pages 226 through 232, records of the Clerk of Court in an Oconee County, South Carolina, which covenants, restrictions and easements as set forth in said Deed are covenants and restrictions which shall run with

BOOK 915 PAGE 0142

the land and be binding on any and all purchasers of lots in KOK SUB. PHASE II.

VI. ENFORCEABILITY. Any owner may institute a lawsuit in equity against any person violating or attempting to violate any covenant; to restrain violation and to recover damages. The successful party shall be entitled to reasonable attorney's fees and costs.

VII. SEVERABILITY. Invalidity of any one of these covenants by judgment of a Court of competent jurisdiction shall not effect any of the other provisions hereof which shall remain in full force and effect.

VIII. Until such time as COLK, INC. shall have sold the last of its lots to individual or individuals or corporations, COLK, INC. shall retain the right to amend these Restrictions to accommodate unforeseen, desirable Amendments which Amendments shall be reasonable and for the communities' betterment in the sole judgment of the Architectural Review Committee and COLK, INC.

IX. After the sale by COLK, INC. of its last remaining lot, these Restrictions may be amended as aforesaid by a majority of the owners of lots restricted by these covenants.

X. In each instance of Amendment, it shall be executed by either the Architectural Review Committee and COLK, INC. or by a majority of the owners of lots so affected (as is applicable).

XI In the event of a conflict between these Restrictions and other such Restrictions, the more restrictive provision shall apply and be enforceable as herein provided or as otherwise enforceable.

IN WITNESS WHEREOF, the Developer has hereunto placed his hand and seal this 9<sup>th</sup> day of May, 1997, in the year of our Lord, one thousand nine hundred ninety-seven.

Witnesses:

Alvin M. Borgo  
Maria E. De la Noraf

Cocomo on Lake Keowee Inc. a  
owner and developer  
[Signature]  
RICHARD M. SEPLER, President

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was sworn to, subscribed and acknowledged before me this 9<sup>th</sup> day of May, 1997,

BOOK 915 PAGE 0143

by RICHARD M. SEPLER, President of COCOMO ON LAKE KEOWEE INC., a South Carolina corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

*Maria E. Dela Noval*  
By: MARIA E. Dela Noval  
NOTARY PUBLIC, State of Florida

My Commission Expires:

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