

R. Newton

Recorded this 10 day of June, A.D., 19 91
Vol. 656 Page 330 and certified
Sallie C. Smith C.C.O.P.G.S.

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PROTECTIVE COVENANTS AND RESTRICTIONS
Oconee County, S.C.
004178
STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

FILED FOR RECORD
OCONEE COUNTY
S.C.
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CLERK O

WHEREAS, Noel M. Doromal, Andrea M. Doromal and Noel M. Doromal, M.D. Pension Fund are the owners of Sunset Bay Subdivision, as shown on a plat prepared by Michael Henderson, Registered Land Surveyor No. 6946, dated the fourth day of April, 1991, which is of record in the Office of the Clerk of Court for Oconee County, South Carolina, in Plat Book A90, at Page 1

WHEREAS, Lots 1 through 13, as shown on the above mentioned plat, known as Sunset Bay Subdivision, are intended for development for residential purposes only.

WHEREAS, it is the desire and intent of the undersigned to sell the above referenced real estate and enforce upon it certain mutual beneficial restrictions, conditions, easements, covenants and agreements and charges under a general plan or scheme of improvement for the benefit of all said lots and the future owners of said lots;

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of the land included in said plats, the undersigned do hereby impose the following Protective Covenants, all of which are declared to be in furtherance of a plan for the subdivision, improvement and sale of 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 the entire tract as shown on the aforesaid plat and known as Sunset Bay Subdivision.

1. EASEMENTS

The Developer reserves unto itself, its successors and assigns, the following easements over each lot or parcel in the right to ingress and egress to the extent reasonably necessary to exercise such successors and/or assigns:

(a) Utilities: A twenty (20) foot easement on all front tract lines for the installation of water lines, power lines and any other utility which may be placed on the property. A twenty (20) foot easement on all side tract lines (10) feet from each side of the line, which such reserved easements shall be for the

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express purpose of drainage and the further purpose for the installation, maintenance, and operation of utilities, including television transmission cables, and the accessory right to locate guy wires, braces, or anchors, or to cut, trim, or remove trees, and plantings, wherever necessary upon such lots or parcels in connection with such installation, maintenance and operation.

(b) Any other easements as shown on the above mentioned plat including but not limited to the road right-of-way.

(c) Use and Maintenance by Owners. The areas of any lots or parcels affected by these easements reserved herein shall be maintained continuously by the owner of such lots, that no structures, plantings, or other materials should be placed or be permitted to remain or any other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except for which a public authority or utility company is responsible.

(d) Liability for use of Easements. No owner shall have any claim or cause of action against Developer or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any plat except in case of willful or wanton conduct or negligence of the Developer or its licensees in exercising or not exercising its right in such easements. Developer reserves unto itself the right to convey the easements hereinabove set forth to Bell South Telephone Company, Blue Ridge Electric Corporation, Town of Seneca and any other public utility company for the installation of power lines, for the installation of telephone lines, and unto any cablevision company for the installation of lines used for reception of cable television. Developer further reserves the right to convey any and all drainage easements and road right-of-ways to Oconee County. Developer also reserves unto itself and for all other lot owners the right to use any and all road, drainage, and utility easements for the installation of water lines.

2. LAND USE AND BUILDING TYPE

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 two hundred (200) square feet of area. No mobile homes, house trailers, 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 shall be kept under a suitable cover, such as an attached or unattached garage. Said cover to be approved by the Architectural Committee.

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3. ARCHITECTURAL CONTROL COMMITTEE

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 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 fourteen (14) days after the Architectural Committee have acknowledged receipt of said plans. In the event the Architectural Committee, or their agents, fail to approve or disapprove within fourteen (14) 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.

The Architectural Committee shall be composed of Noel M. Doromal and Andrea H. Doromal, or their successors as may be appointed by the remaining member. The Architectural Committee shall have sole discretion over the provisions hereof.

Neither the Architectural Committee, nor any person acting on its behalf shall be responsible in any way, for any defects in any plans or specifications or other materials 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.

a. QUALITY AND SIZE

Each dwelling shall have a minimum of 2000 square feet of total area of which a minimum of 1800 square feet shall be heated living area. Each dwelling shall have accommodations for at least two (2) cars; said garage area, attached or unattached, shall have at least 400 square feet of area. No building shall exceed three (3) stories in height.

b. 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 interior lot nearer than thirty feet to the rear 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, anyone who purchases two (2) contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said

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dwelling on the common lot line between the two (2) said contiguous lots; However this shall in no way waive the requirements contained herein concerning rear and side lot lines with respect to said two (2) contiguous lots. "Front Lot Line", as referred to herein, is that part of the lot which faces a paved road, located in Sunset Bay. It is specifically understood and agreed, however, 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 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 require for deviation. It is specifically understood and agreed, that all building site plans must be approved by the Architectural Committee prior to construction. This will enforce consideration of other lots views in placement of structures.

4. SUBDIVISION OF LOTS

No lot shall be subdivided or its boundary lines changed, except with the written consent of the Architectural Committee; However, the owners hereby expressly reserve to themselves, their heirs and assigns, the right to replat any one or more lots shown on the plat of said subdivision.

5. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, 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 outbuildings 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.

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.

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8. SIGNS

No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one (1) square foot, or a sign of not more than five (5) square feet advertising the property for sale or rent, or the normal signs used by a building to advertise the property during the construction and sales periods only.

9. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised or bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

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 system be located as to contaminate any stream or lake.

11. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground 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 a manner in which they 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 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 property line with the edge of a driveway or alley pavement.

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

13. FUEL TANKS

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

14. TELEVISION ANTENNAS

No tower or satellite dish for purposes of transmitting or receiving of radio or television frequencies shall be erected, constructed or maintained on any lot unless the location, height and construction of same shall be approved by the Architectural Committee.

15. 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 change said covenants in whole or in part.

16. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. 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 person entitled to do so to enforce any measure or provision upon violation thereof shall not estop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

17. SEVERABILITY

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

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18. MAINTENANCE OF ROADS

Sunset Bay Boulevard will be built to specifications similar to those of Oconee County and after completion will be offered by deed to Oconee County. In the event Oconee County accepts the deed to the roads in Sunset Bay Subdivision, the provisions of this section (Section 20) shall be null and void since the roads will be maintained and repaired by Oconee County. However, in the event Oconee County does not accept the roads in Sunset Bay for maintenance and repairs, each owner of Lots 1 through 13, inclusive, as shown on the recorded plat, will be responsible for 1/14 of the maintenance and repairs to the roads in Sunset Bay Subdivision. In the event the roads are not accepted by Oconee County, there shall exist a Sunset Bay Road Association which shall exercise control over all roads in Sunset Bay. Each person owning a lot in Sunset Bay by virtue of some, shall be entitled to a vote in regard to the operation and maintenance of said road. After the owners, Noel M. Doromal, Andrea H. Doromal and Noel M. Doromal, M.D. Pension Fund have constructed and paved all roads in Sunset Bay, the Association shall be responsible for the operation and maintenance of said road. All repairs, maintenance, operations or other matters pertaining to said roads shall be by a majority vote of the Association; provided, however, all lot owners in Sunset Bay shall have the right to use said road in an uninterrupted manner at any time; provided further, however, that all roads in Sunset Bay must be open to the public for at least one hour each and every day.

Noel M. Doromal, Andrea H. Doromal and Noel M. Doromal, M.D. Pension Fund, for each lot within Sunset Bay Subdivision, hereby covenant, and each owner of any lot acquired by acceptance of a deed, is deemed to covenant and agree to pay to Sunset Bay Road Association any special assessments, for capital improvements, repairs or maintenance. The special assessments, together with interest, cost and a reasonable continuing lien upon the property when each assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fee, shall also be the personal obligation of the owner of any such property at the time when the assessment fell due. This special assessment can never be more than 1/14 share of the cost of repairs and maintenance of the roads in Sunset Bay Subdivision, per individual lot.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 12% per annum. The Association may bring an action at law against the owners personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability from the assessment provided for herein by non use of the road or abandonment of the lot. The assessment constitutes a lien on the property, however, it shall be subordinate to any first mortgage lien. Any sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall

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extinguish the lien of such assessment as to payments which become due prior to such sale or transfer, however, no sale or transfer shall relieve any previous lot owner from his personal obligation to pay the assessment according to these covenants.

The private road, Sunset Ridge Drive, shown bordering lots 1, 2a, 2b, 3, 4, and 13 inclusive shall be paved initially at the developers cost and turned over to the owners of said lots inclusive, as a deeded private road. Said owners shall be responsible for the continual maintenance and upkeep, as each lot will be responsible for 1/6th of cost of maintenance and repairs of said private road as they may by majority vote decide.

The private lake access shown north of lot 6 shall be paved initially at the developers cost and turned over to the owners of lots 1 through 13 inclusive, as a deeded right of access to Lake Keowee. This access will be chained, and solely for the use of said lot owners. In regard to access, no boat trailer or car shall be left in the access area. This access is for loading and unloading only. There will be a one-half (1/2) hour time limit on vehicle presence. Said owners shall be responsible for the continual maintenance and upkeep of this private road as they may by majority vote decide.

19. CONSTRUCTION OF PRIVATE BOAT DOCKS

Approval in writing, by Duke Power, must be secured prior to construction of any boat dock and each boat dock shall conform to their requirements. Location and size of each dock must be approved by the Architectural Committee.

20. REMOVAL OF TREES

Other than removing trees on the dwelling site and driveway access to said dwelling there will be a limitation on tree removal. No greater than forty percent (40%) of the trees on remaining property may be removed. No tree over seven (7) inches in diameter may be removed without written consent of the Architectural Committee, or assigns.

21. FENCES

All property lines shall be kept free and open, and no fences, hedges, or walls shall be permitted thereon. Any fences, hedges, or walls to be erected on any portion of the property must have Architectural Committee approval.

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22. USED STRUCTURES

Without the written approval of the Architectural Committee, no used buildings, or structures shall be placed on any lot.

23. MAINTENANCE OF LOTS

All lots and parcels whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Architectural Committee shall have the right through its 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 the Architectural Committee. Neither the Architectural Committee, nor its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed.

JUN 10 11 37 AM '91
SHARLE C. SMITH
CLERK OF COURT
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OCONEE COUNTY
S.C.

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IN WITNESS WHEREOF, the undersigned have signed their names and affixed their seals this the 5th day of June, 1991.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

<u>Pamela L. Patton</u>	<u>Noel M. Doromal</u> Noel M. Doromal
<u>Randall M. Newton</u>	<u>Andrea M. Doromal</u> Andrea M. Doromal
	<u>Noel M. Doromal</u> Noel M. Doromal, M.D. Pension Fund

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

Personally appeared before me Pamela L. Patton and made oath that (s)he saw the within named Noel M. Doromal sign, seal and deliver the foregoing covenants as the act and deed of Sunset Bay Subdivision and that deponent, with Randall M. Newton witnessed the execution thereof.

Sworn to and subscribed before me
This 5th day of June, 1991. Pamela L. Patton

Randall M. Newton (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission Expires: 2/27/96