

12-Y, Pg 428

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

RESTRICTIVE COVENANTS
SUNSET SHORES SUBDIVISION

WHEREAS, Herbert Knohl and Nell Margaret W. Knohl are the owners of property in Oconee County, South Carolina on the waters of Lake Keowee and the eastern side of South Carolina Highway No. 188 as shown on a plat of Sunset Shores No. 1 made by Perry J. Wilson Jr. dated June 1973 and recorded in the Office of the Clerk of Court for Oconee County, South Carolina in Plat Book P-43, Page 105 on March 6, 1978, and desire to develop said property as a residential subdivision in accordance with a uniform scheme of development.

NOW, THEREFORE, for and in consideration of the foregoing and of the covenants and conditions and the benefits inuring therefrom to present and future owners of lots in said subdivision, the undersigned, Herbert Knohl and Nell Margaret W. Knohl, on behalf of themselves, their heirs, assigns, executors and administrators, do hereby impose the following covenants and conditions on all lots shown on the aforementioned recorded plat of Sunset Shores, to wit:

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

1. These lots shall be used solely and exclusively for single-family residential dwellings and shall not be used for commercial or business purposes.
2. No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building, including the distance of said building from any street, Lake Keowee or any side lot line, shall have been approved in writing as to conformity and harmony of external design and materials with existing structures in the subdivision and as to location of the building with respect to topography, location of streets and other buildings, and finished ground elevation by a committee composed of Herbert Knohl, Nell Margaret W. Knohl or by a representative designated by said committee. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and

RECORDED
ROY D. HARDEN
MAR 10 1978
CLERK OF COURT
OCONEE COUNTY, S. C.

-1-

428

428

this covenant will be deemed to have been fully complied with. Neither the members of such committee nor their designated representatives will be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1990. Thereafter, the approval described in these covenants shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

- 3. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No horses, ponies, chickens, pigeons or livestock of any type shall be kept or raised on any lot in the subdivision.
- 4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No fence shall be placed nearer the street than the building line established by the Committee in Paragraph 2.
- 5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the side five feet of each lot.
- 6. No lots shall be re-cut so as to face in any direction other than as shown on the recorded plat.
- 7. Any residence constructed upon any lot must be completed on the exterior and the lot landscaped within eight months after the date the footings are poured.
- 8. No bathing or swimming pool shall be constructed or maintained on any lot unless it is surrounded by a sightly screening fence.
- 9. All driveways in the lots shall be paved with either asphalt or concrete paving.
- 10. No heavy truck or trailer shall be parked on any lot in the subdivision at any time, except for purposes of loading and unloading; no house trailer, disabled vehicle, or unsightly machinery or junk shall be placed on any lot, either temporarily or permanently, and the building committee designated herein shall, at the owner's expense, remove any such house trailer, disabled vehicle, or unsightly machinery or junk from any lot; however, this shall not be construed as prohibiting the parking or keeping of travel trailers, so long as they are not used as a residence, either temporarily or permanently, and are maintained in a sightly manner.
- 11. Any building erected on any lot shall at all times have curtain walls or underpinning of masonry construction around its entire perimeter, including porches and steps, but allowing doors, windows and ventilators.
- 12. All residence constructed upon any lot shall be constructed with the use of high quality materials and workmanship to insure that no dwelling will present an unsightly appearance and all dwellings shall have a minimum ground floor area of

the main structure, exclusive of open porches, garages and breezeways, of not less than 1600 square feet of floor space or 1400 square feet of floor space in case a two story structure is contemplated. No dwelling shall be permitted on any lot at a building cost of less than \$35,000.00, exclusive of the price of the lot, based upon prices as of the date of these Restrictive Covenants.

- 13. All sewage disposal until public sewerage shall be available, shall be by individual septic tanks inspected and approved by the State Board of Health of South Carolina. No septic tanks will be allowed after public sanitary sewerage lines are available.
- 14. No signs or advertising displays other than the advertising for sale of a home on said lot or lots or signs in connection therewith or incidental thereto shall be placed on any lot.
- 15. No oil or mining operations shall be conducted upon any lot.
- 16. No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot, and shall be contained only in tightly containers.

IN WITNESS WHEREOF, the undersigned, Herbert Knohl and Nell Margaret W. Knohl, have caused these Restrictive Covenants to be executed this 10th day of March, A.D. 1978.

Herbert Knohl
Herbert Knohl

In the presence of:

Ida B. Reid
J. W. Ballenger

Nell Margaret W. Knohl
Nell Margaret W. Knohl

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

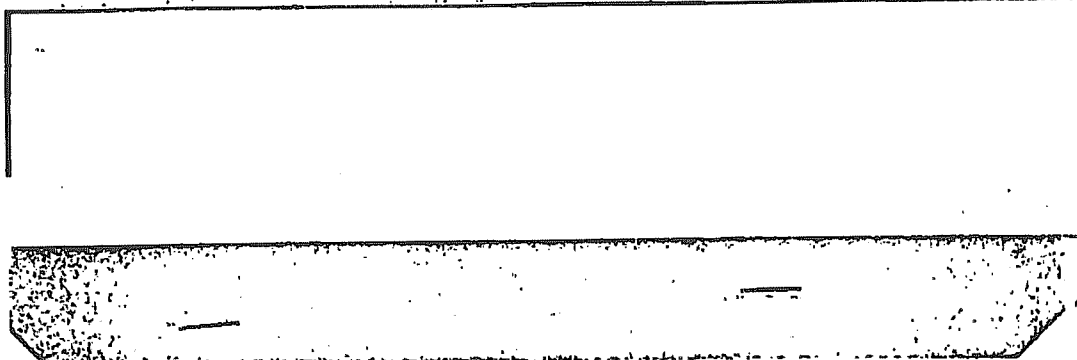
Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Herbert Knohl and Nell Margaret W. Knohl sign, seal and as their act and deed deliver the within instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 10th day of March 1978.

J. W. Ballenger

Dorinda H. Burgess (SEAL)
Notary Public for South Carolina
My commission expires Feb. 18, 1981

428



STATE OF SOUTH CAROLINA) CLARIFICATION OF RESTRICTIVE COVENANTS
 COUNTY OF OCONEE } SUNSET SHORES SUBDIVISION
 BOOK 422 PAGE 37
Att'y Drandy (Enr.)

WHEREAS, heretofore, on March 10, 1978 certain Restrictive Covenants - Sunset Shores Subdivision were recorded in the Office of the Clerk of Court for Oconee County, South Carolina at Deed Volume 12-Y at Page 428; and

WHEREAS, by unanimous consent of all lot owners in said subdivision by written document dated June 18, 1985 the said Restrictive Covenants for Sunset Shores Subdivision were clarified as follows:

"No lot in said subdivision and as shown on the plat recorded of said subdivision shall be subdivided or partitioned into two or more lots."

(A copy of the Clarification of Restrictive Covenants - Sunset Shores Subdivision executed by all property owners of said subdivision is herewith attached and made a part hereof;

NOW, THEREFORE, for and in consideration of the foregoing and in order to have the Clarification of the Restrictive Covenants of Sunset Shores Subdivision recorded, the undersigned, Herbert Knohl and Nell Margaret W. Knohl, on behalf of themselves and on behalf of the present and future owners of lots in said subdivision do hereby recognize and agree with and have recorded the Clarification of the Restrictive Covenants of Sunset Shores Subdivision as above referred to which shall be binding on all lots shown on the aforementioned recorded plat of Sunset Shores and shall be clarification and modification of the existing restrictive covenants and shall be binding upon and shall continue upon the same terms and conditions

Recorded this 3 day of July A.D., 19 85
 Vol. 422 Page 37 and certified

-1-

Jollie C. Smith C.C.O.P.G.S.
 Oconee County, S.C.



and time as set forth in the recorded Restrictive Covenants of Sunset Shores Subdivision as hereinabove referred to and the terms of the same restrictive covenants shall remain otherwise as written.

IN WITNESS WHEREOF the undersigned, Herbert Knohl and Nell Margaret W. Knohl, have caused these restrictive covenants to be executed this 26th day of June, 1985.

IN THE PRESENCE OF:

R-T Fore
Cindy K. Williams

Herbert Knohl
Herbert Knohl
Nell Margaret W. Knohl
Nell Margaret W. Knohl

STATE OF SOUTH CAROLINA }
COUNTY OF OCONEE }

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he saw the within Herbert Knohl and Nell Margaret W. Knohl sign and as their act and deed deliver the within instrument and that he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 26th day of June, 1985.

Cindy K. Williams

Eleanor W. Dean
Notary Public of South Carolina
My Commission Expires: Jan 18, 1989

-2-

FILED FOR RECORD
OCONEE COUNTY
S.C.
JUN 3 12 35 PM '85
SALLIE S. SMITH
CLERK OF COURT
BOOK 422 PAGE 39

