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Mail: Susan Reece  
910 Stamp Creek Rd  
Salem, SC 29676

14-00

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

BOOK 931 PAGE 0196

AUG 22 3 39 PM '97  
SALUT G. SMITH  
CLERK OF COURT

FILED FOR RECORD  
OCONEE COUNTY  
S.C.

EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS  
"THE COVE" SUBDIVISION

WHEREAS, R.E.B. ENTERPRISES, A Partnership, is the owner and developer of a tract of real property located in Oconee County, South Carolina, which has been subdivided into residential lots designated as Lots Number One (1) through Twenty-Three (23), inclusive, in a development to be hereafter known and designated as "THE COVE SUBDIVISION", according to a plat of survey thereof by Ted M. Beverly, RLS #7823, recorded in Plat Book, A510, page 1, in the office of the Clerk of Court 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 Partners of R.E.B. ENTERPRISES hereby reserves the following Easements and adopts the following Protective Covenants and Restrictions for THE COVE SUBDIVISION, as follows, to wit:

I. COVENANTS, RESTRICTIONS, EASEMENTS: 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 persons 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 lot or upon any portion of any lot. No structure of a temporary nature, including but not limited to a trailer, mobile home, modular or prefabricated home, basement, tent shack, garage, barn or other outbuilding may be used as a residence on any lot. No temporary building of any kind will be allowed on any lot, unless incidental to the construction of a permanent dwelling on any lot, in which event such building must be removed upon completion of the construction work.

OCONEE COUNTY  
STATE TAX  
COUNTY TAX  
RECEIPT

Recorded this 25 day of Dec 1997  
Book 931 Page 103 B15  
Fee  
R.F. Williams  
Att: Oconee County, S.C.

2. All lots shall be used for residential purposes only, and no building may be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, which shall not exceed two and one-half (2-1/2) stories in height above ground level.
3. All buildings and outbuildings erected upon any lot or upon the property shall be constructed of new materials of good grade, quality and appearance, and shall be constructed in proper workmanlike manner. The exterior surface of any building shall not be of asbestos shingle siding, imitation brick, or stoneroll siding, or exposed concrete or cement blocks. The exterior surface of the dwelling facing the development roads (Serenity Drive, Barker Court, and Arrowhead Drive) must be of brick, stone, wood, stucco, or a combination of these materials. Vinyl siding shall not be used on the exterior surface of the dwelling facing the development roads. Log homes shall not be placed on any lot. The exterior surface of any garage, outbuildings or appurtenant structure or building erected on or located on any lot shall be esthetically compatible with and of material and construction comparable in cost and design to the exterior surface of the dwelling located on the lot. All buildings shall have a solid perimeter foundation of poured concrete, brick, or concrete block. No concrete block or concrete brick may be used in construction of any dwelling which may be visible from the exterior after grading has been completed.
4. The grouped floor area of the main structure of any dwelling constructed upon any lot shall contain not less than sixteen hundred (1,600) square feet of enclosed and heated floor space for any dwelling, with not less than fourteen hundred (1,400) square feet of the total of sixteen hundred (1,600) square feet included in the first floor of any dwelling which exceeds one story in height, in every event exclusive of open porches, garages and basements.
5. No dwelling of a value of less than one hundred thousand (\$100,000) dollars, based on building costs as of January 1, 1997, shall be permitted on any lot, it being the intent and purpose of this covenant that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of recording of this Agreement, at the minimum cost stated herein for the minimum dwelling size.
6. No building or structure of any kind may be located nearer than thirty (30) feet to the front lot line of any lot, nor nearer than ten (10) feet to any side lot line. The rear setback for all waterfront lots shall be fifty (50) feet from the shore line of Lake Keowee determined at a water level elevation of 800' above mean sea level, U.S.G.S. datum, as set forth in paragraph (5) of Covenants and Restrictions contained in the deed from Crescent Resources, Inc. to William A. and Susan A. Reece, recorded in Deed Book 912, page 271, records of Oconee County.
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.

8. The exterior of any building must be completed within one (1) year from the date of commencement of construction.
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.
10. Any dwelling constructed on any lot must be serviced by an adequate sewage disposal system of a type and kind approved by the South Carolina State Board of Health and Environmental Control and where available, must be connected to a public sewage disposal system.
11. Household pets maintained by any lot owner must be kept confined so as not to become a nuisance to any other lot owner. No farm animals, including but not limited to horses, chickens, pigs or cattle, shall be 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 vehicles permanently housed on any lot must be garaged at all times in an enclosed garage.
13. All trash, garbage or other waste may be kept only in containers approved for sanitary conditions, 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 hauled from the lot.
14. Each lot owner shall maintain his/her entire lot, including the area along the front to curbs and including banks, easements, etc.
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.
16. All ditches and drainage swales shall be kept free of trash and garbage in order to permit the proper flow of water and drainage within the subdivision.
17. On all lots adjoining Lake Keowee, there has been reserved a floodage easement in favor of Crescent Resources, Inc. (formerly Crescent Land and Timber, a subsidiary of Duke Energy Corporation (formerly Duke Power Company)) to the 810 foot contour elevation above sea level.
18. Fixed piers, gazebos and floating dock facilities incidental to residential use of the lots are expressly permitted on condition 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 pier or dock must be authorized and permitted by Duke Energy Corporation (formerly Duke Power Company).

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

20. No fences shall be constructed upon any lot of any nature other than landscape plantings which shall not block the view of the lake of an adjacent lot nor extend closer to the front lot line than the house on the lot.

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. Satellite dishes or discs no greater than eighteen (18) inches in diameter which have been screened from view from Lake Keowee and the Development Roads shall be permitted. No freestanding radio or television transmission or reception towers or antennas shall be erected or maintained on any Lot. Roof-mounted antennas which extend not more than ten (10) feet above the highest roof line ridge of the house are permitted.

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 Developers, except as necessitated for the location of a dwelling house on the lot.

24. All driveways must be constructed off the development roads and be asphalt or concrete. No driveways may be constructed off Highway 130 or from other private properties adjoining the Subdivision.

25. Owners of all lots shall be responsible for erosion control protection during any earth-disturbing operation and must comply with the South Carolina Department of Health and Environmental Control regulations when construction begins on the lot. This would include the installation of silt fencing, swales, etc. to protect Lake Keowee from runoff.

**II. ARROWHEAD DRIVE ASSOCIATION:** Each owner or owners of those Lots numbered SIXTEEN (16), SEVENTEEN (17), and EIGHTEEN (18) shown on the above mentioned plat shall be responsible for the maintenance, upkeep and repairs to the twenty-five (25) foot street adjoining these lots which is shown on the plat, which street is designated as "Arrowhead Drive." To this end, the owners of these lots shall form an association to be known as and to operate under the name and style of **ARROWHEAD DRIVE ASSOCIATION**, and each Owner of these lots or any resubdivided portion thereof shall, by reason of ownership, become a Member of the Association for the sole purpose of maintaining the street.

All matters regarding the use, maintenance and upkeep of the street shall be determined by a majority vote of the Members, and the owner or owners of each of these lots shall be entitled to one (1) vote per lot on all matters regarding the upkeep and maintenance of the street. Based on this majority vote, the Association shall levy and collect such assessments against the Members as shall be required to defray all costs and expenses required for the maintenance and upkeep of the street.

Each owner or owners of these lots which is acquired by the acceptance and recording of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to have covenanted and agreed to pay to Arrowhead Drive Association any assessments for capital improvements, repairs or maintenance to the street. The special assessments, together with reasonable costs, expenses and attorney fees, shall be a charge on the lands of the owner and be a continuing lien upon the property when each assessment is made. Each such assessment, together with interest, costs and attorney fees, shall also be the personal obligation of the owner of any property at the time when the assessment is made. The personal obligation for delinquent assessments shall not pass to the successor in title of any lot owner unless expressly assumed by such successor in title.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12) per centum per annum. The Association may bring an action at law against the defaulting owner, and foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided herein by nonuse 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 a lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. However, no sale or transfer shall release any lot from liability for any assessment thereafter becoming due or from the lien thereof. No sale or transfer shall relieve any previous lot owner from his/her personal obligation to pay the assessment according to these covenants.

**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 THE COVE SUBDIVISION, by placing of record an additional plat or plats so designated.

**IV. WAIVER OF SURFACE WATER CLAIMS.** The owner and developer agrees to pave the 50 foot roadways designated as "Serenity Drive," and "Barker Court" 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.

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V. OTHER RESTRICTIONS. All lots in this Subdivision will be conveyed subject to covenants and restrictions as set forth in Deed from Crescent Resources, Inc. to William A. and Susan A. Reece, dated April 25, 1997 and recorded May 2, 1997 in Deed Book 912, page 271, and Deed from William A. and Susan A. Reece to R.E.B. Enterprises, A Partnership, dated April 30, 1997 and recorded May 2, 1997 in Deed Book 912, page 279 records of the Clerk of Court in and for Oconee County, South Carolina, which covenants, restrictions and easements as set forth in said Deeds are covenants and restrictions which shall run with the land and be binding on any and all purchasers of lots in THE COVE SUBDIVISION.

VI. ENFORCEMENT. Enforcement hereof shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF, the Developer has hereunto placed his Hand and Seal this 20th day of August, in the year of our Lord, one thousand nine hundred ninety-seven.

Witnesses:

Velma J. Sills  
Velma J. Sills

Kevin L. Sisk  
Kevin L. Sisk

William A. Reece  
William A. Reece Joint Partner

Susan A. Reece  
Susan A. Reece Joint Partner

Michael D. Bagwell  
Michael D. Bagwell Partner

Thurmond L. Evatt  
Thurmond L. Evatt Partner

FILED FOR RECORD  
OCONEE COUNTY  
S.C.  
AUG 27 3 39 PM '97  
CLERK OF COURT  
LILLIS S. SMITH

STATE OF SOUTH CAROLINA

BOOK 931 PAGE 0202

COUNTY OF OCONEE

ACKNOWLEDGEMENT

I, Volma J. Mills, a Notary Public for South Carolina,  
do hereby certify that WILLIAM A. REECE personally appeared before  
me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20 day of Aug, 1997

Volma J. Mills  
Notary Public  
State of South Carolina

FILED FOR RECORD  
OCONEE COUNTY  
S.C.  
AUG 22 3 39 PM '97  
SARAH P. SMITH  
CLERK OF COURT

My Commission expires:  
BY COMMISSION EXPIRES AUG. 2, 2003

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF OCONEE

I, Volma J. Mills, a Notary Public for South Carolina,  
do hereby certify that SUSAN A. REECE personally appeared before  
me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20 day of Aug, 1997

Volma J. Mills  
Notary Public  
State of South Carolina

My Commission expires:

BY COMMISSION EXPIRES AUG. 2, 2003

STATE OF SOUTH CAROLINA

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COUNTY OF OCONEE

ACKNOWLEDGEMENT

I, Valma J. Hille, a Notary Public for South Carolina,  
do hereby certify that MICHAEL D. BAGWELL personally appeared before  
me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20 day of Aug, 1997

Valma J. Hille  
Notary Public  
State of South Carolina

My Commission expires:

MY COMMISSION EXPIRES AUG. 2, 2004

FILED FOR RECORD  
OCONEE COUNTY  
S.C.  
AUG 22 3 39 PM '97  
SALLIE C. SMITH  
CLERK OF COURT

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF OCONEE

I, Valma J. Hille, a Notary Public for South Carolina,  
do hereby certify that THURMOND L. EVATT personally appeared before  
me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20 day of Aug, 1997

Valma J. Hille  
Notary Public  
State of South Carolina

My Commission expires:

MY COMMISSION EXPIRES AUG. 2, 2004