

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROTECTIVE COVENANTS
AND RESTRICTIONS

WHEREAS, Jerry A. Meehan and W. Richard McClellion are the owners of KEOWEE INLET as shown on a plat prepared by Robert R. Spearman, RLS No. 3615, dated the ___ day of _____, 1984, which is of record in the Office of the Clerk of Court for Oconee County, South Carolina, in Plat Book _____, at page _____; and

WHEREAS, Lots No. ___-___, known as KEOWEE INLET, as shown on the above mentioned plat, are intended for development for residential purposes only, there being reserved to the owners the right to develop the adjoining property for commercial or multi-family purposes conditioned upon a fifty (50) foot buffer area being established as shown on said plat between the residential and commercial areas; and

WHEREAS, it is the desire and intention of the owners to develop patio homes on the above referenced lots and to enforce upon them certain mutually beneficial restrictions, conditions, easements, covenants and agreements and charges under a general plan or scheme of improvement for the benefit of all lot owners and 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 plat, Jerry A. Meehan and W. Richard McClellion 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 the said 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 lands, or any part thereof, and all of which shall be applicable to the entire tract shown on the aforesaid plat and known as Keowee Inlet.

ARTICLE I
DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Developer" shall mean Jerry A. Meehan and W. Richard McClellion or their heirs, successors or assigns.

(b) "The Property" shall mean and refer to the lands in Oconee County, South Carolina which are shown as a part of Keowee Inlet on the Master Development Plan as revised from time to time.

(c) "Patio Home Sites" and Home Sites" as used herein shall mean and refer to all those parcels or tracts of land intended for subdivision or subdivided into properties or lots intended for construction of detached dwelling units and on which a patio wall will be required to be erected.

(d) "Public or Commercial Site" shall mean any unimproved parcel of land within the Properties, intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents of Keowee Inlet and/or the public, including but not limited to: rental apartments, business and professional offices; facilities for the retail sale of goods and services; banks and other financial institutions; social clubs; restaurants; hotels, motels, inns; theaters; lounges; indoor recreational facilities; marinas; transportation terminals or stations; automobile parking facilities; and gasoline stations. For the purpose of this Declaration, a parcel of land shall not be deemed a "Public and Commercial Site" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a public or commercial site is made of record and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(e) "Architectural Committee" as used herein, shall be composed of Jerry A. Meehan, Michael B. Glenn and Jere E. duBois, or their successors or assigns.

ARTICLE II

RESTRICTIONS

1) No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Keowee Inlet until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan, and construction schedule shall have been approved in writing by the Developer or the Architectural Committee, their successors or assigns. Refusal of approval of plans, location or specification may be based by the Developer or Architectural Committee upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Developer or Architectural Committee shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Developer or Architectural Committee. One (1) copy of all plans and related data shall be furnished the Developer or Architectural Committee for their records. In the event approval of such plans is neither granted or denied within thirty (30) days following receipt by Developer or Architectural Committee of written demand for approval, the provisions of this paragraph shall be thereby waived.

2) 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 200 square feet of area. No mobile home, housetrailer 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.

3) Each dwelling shall have a minimum of 1,200 square feet of total area of which a minimum of 1000 square feet shall be heated living area; with one-half of the total square footage of an attached garage, covered porch or breezeway being allowed towards the total 1200 square feet required minimum; and each dwelling shall have accommodations for at least one (1) car; said garage area, attached or unattached, shall have at least 200 square feet or area; provided, however, if the dwelling erected on said lot of land has at least 1200 square feet of heated living area, then the garage may be omitted. If the garage is omitted under this provision, but is later erected, the plans shall first be approved by the Architectural Committee. No building shall exceed three (3) stories in height.

4) The approval of plans required under Paragraphs 1, 2 and 3 hereinabove set out will not be approved unless the proposed house or structure will have the minimum 1200 square footage of enclosed dwelling space. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas.

5) The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily occupied until the exteriors thereof have been completed. During the continuance of construction, the owner of the Patio Home Site shall

require the contractor to maintain the Site in a reasonably clean and uncluttered condition.

6) No utility trailer, boat or boat trailer, camper, recreational vehicle, tent, barn, treehouse, or other similar outbuilding or structure shall be placed on any Home Site at any time, either temporarily or permanently.

7) The first floor enclosed area of a Patio Home may not be constructed so as to cover or occupy in excess of fifty (50%) percent of the entire area of Patio Lot.

8) The cost of construction, maintenance and repair of a Patio Wall shall be the sole responsibility of the lot owner on whose lot the same is situated.

9) No Home Site shall be subdivided, or its boundary lines changed, except with the written consent of the Developer.

However, the Developer hereby expressly reserves to itself, its successors or assigns, the right to replat any Home Site or Home Sites owned by it and shown on the plat of the Subdivision within Keowee Inlet in order to create a modified building Home Site or Home Sites; and to take such other steps as are reasonably necessary to make such replatted Home Site suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted Home Sites. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Home Sites into one (1) larger Home Site.

Following the combining of two (2) or more Home Sites into one (1) larger Home Site, only the exterior boundary lines of the resulting larger Home Site shall be considered in the interpretation of these covenants.

10) Dwelling units constructed on Patio Home Sites must be constructed so as to utilize a Patio Wall as designated on the recorded Subdivision plat. Said Patio Wall shall be constructed simultaneously with a Patio Home and shall be located so that the

exterior of the same shall be located three (3) feet inside of and parallel to the designated property line on the recorded subdivision plat.

11) The dwelling unit shall utilize a portion of the Patio Wall as one of its exterior walls unless an alternative location of the dwelling is approved pursuant to the provisions of Paragraph 12 of this Article II and shall be constructed so that neither the Patio Wall nor the dwelling unit provides any window or view openings looking into or overlooking the adjacent Home Site and provides no access way or entry way into said adjacent Home Site.

12) Should an owner of a Patio Home Site desire to locate his Patio Home on a portion of the lot other than contiguous to the Patio Wall, he may apply to the Developer for approval of the alternative location. A site plan showing the proposed alternative location shall not relieve the owner's responsibility to construct a Patio Wall as required by Paragraph 10 of this Article II. Approval or disapproval of an application for alternative location of a Patio Home may be based by the Developer on purely aesthetic considerations.

13) There shall be reserved a three-foot easement on each Home Site between the exterior of the Patio Wall and/or Patio Home and the parallel property boundary line for the use and enjoyment of the adjacent Home Site owner, only as hereinafter provided. Said three-foot easement area and the exterior of the Patio Wall and/or Patio Home may be used by an adjacent Home Site owner only for the planting and care of shrubbery and other landscaping and shall be used in a manner which does not interfere with the structural integrity of the Patio Wall and/or Patio Home.

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

Company). The following easements are further reserved:

- (a) A seven (7) foot easement is reserved along with boundary line of each Home Site, opposite the boundary line along which the Patio Wall is to be constructed, for the construction, maintenance, and repair of the Patio Wall and/or Patio Home on the adjoining lot. The use of said easement area by an adjoining Home Site owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the seven-foot easement area that is removed or damaged by the adjoining Home Site owner during the construction, maintenance or repair of his Patio Wall and/or Patio Home, shall be repaired or replaced at the expense of the said adjoining Home Site owner causing such damages.
- (b) A thirty (30) foot easement is reserved along all other lot lines for the construction, erection and maintenance of utilities, water, power and sewer lines as shown and designated on the Subdivision plat as recorded in Plat Book _____, at page _____, records of Oconee County, South Carolina.

15) The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under each lot to erect, maintain and use poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, community antenna television service, gas, sewer, water or other public conveniences or utilities on, in or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes, provided however, that no such utility easement shall be applicable to any portion of such lot, parcel or tract as may (a) have been used prior to the

installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Developer, or (b) such portion of each lot, parcel or tract as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Developer and which has been approved in writing by the Developer. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

16) Said Patio Home shall be constructed with appropriate means to insure that no excessive rain water is discharged upon the adjoining Home Site.

17) Notwithstanding the foregoing, owners of two (2) contiguous Patio Home Sites may apply to the Developer for approval to construct and maintain a party wall along their common boundary line, provided that:

- (a) Such party wall shall constitute an integral part of each owner's Patio Home.
- (b) The Developer's approval of the construction of a party wall will not relieve an owner's responsibility to construct a patio wall which is designated to be located three (3) feet from a boundary line other than that over which the party wall is to be constructed.
- (c) The party wall must be constructed to have a four-hour fire resistance rating and must be acoustically deadened with a rating of STC 52-54 as described in the Southern Building code.

(d) Provisions of this Paragraph 17 which are in conflict or inconsistent with provisions of the preceding sixteen (16) paragraphs shall control.

18) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

19) All pets must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Developer for the maintenance and confinement of pets.

20) Each lot owner shall provide a screened area not generally visible from the road to serve as a service yard and an area for the storage of garbage receptacles and fuel tanks or similar storage receptacles. Plans for such screen delineating the size, design, texture, appearance and location must be approved by the Developer prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

21) No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Dwelling Unit or on any Property within Keowee Inlet; provided, however, that the provisions of this paragraph shall not apply to the Developer for the installation of equipment necessary for a master antenna system, C.A.T.V. and mobile radio systems or other similar systems within the Properties.

22) 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 builder to advertise the property during the construction and sales period only.

23) It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or ground on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

24) Private floating boat docks are permitted provided they are not used for human habitation. Each boat dock shall conform to Exhibit "I" hereto attached and in reference incorporated into these restrictive covenants. These restrictions shall remain in full force and effect until such time a Duke Power Company shall establish their own rules and regulations in regard to boat docks on Lake Keowee. At that time, the Architectural Committee shall determine if, in fact, the boat dock restrictions as set forth herein shall remain in full force and effect. Any deviation from these restrictions in regard to boat docks shall be approved by the Architectural Committee. Exhibit "A" is only enclosed as an example of a typical boat dock. All plans for private floating boat docks, including their location and size, must be approved by the Architectural Committee prior to installation.

25) All roads 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 Keowee Inlet Subdivision, the provisions of this section (SECTION 25) 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 Keowee Inlet for maintenance and repairs, each lot owner will be responsible for 1/17 of the maintenance and repairs to the roads in Keowee Inlet Subdivision. In the event the roads are not accepted by Oconee County, there shall exist a Keowee Inlet Road Association

which shall exercise control over all roads in Keowee Inlet. Each person owning a lot in Keowee Inlet, by virtue of same, shall be entitled to a vote in regard to the operation and maintenance of said road. After the owners, W. Richard McClellion and Jerry A. Meehan, have constructed and paved all the roads in Keowee Inlet, 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 Keowee Inlet shall have the right to use said road in an uninterrupted manner at any time; provided further, however, that all roads in Keowee Inlet must be open to the public for at least one hour each and every day.

W. Richard McClellion and Jerry A. Meehan, for each lot within Keowee Inlet Subdivision, hereby covenant, and [each owner of any lot acquired by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to Keowee Inlet Road Association any special assessments for capital improvements, repairs or maintenance.] The special assessments, together with interest, cost and a reasonable attorney's fee, shall be a charge on the land and shall be a 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. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by said successors. This special assessment can never be more than 1/17 share of the cost of repairs and maintenance of the roads in Keowee Inlet 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

mortgag

extingu

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 first 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 extinguish the lien of such assessment as to payments which become 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 personal obligation to pay the assessment according to these covenants.

ARTICLE III

ADDITIONAL RESTRICTIONS TO IMPLEMENT

EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within Keowee Inlet, the following environmental controls are hereby established:

1) In order to protect the natural beauty of the vegetation and topography of the shoreline located through Keowee Inlet, written approval of the Developer is hereby required for the removal, reduction, cutting down, excavation or alteration of topographic and vegetation characteristics. Written approval will be granted for the minimum amount of earth movement required in plans and specifications approved pursuant to the provisions of Paragraph 1 of Article II.

2) No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Developer. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the property.

ARTICLE IV

ADDITIONAL LIMITATIONS, DURATION AND

VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

1) All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Developer for a period of twenty-five (25) years from the execution date of this Declaration after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by an instrument signed by a majority of the then owners of Home Sites substantially affected by such change in covenants, has been placed of record. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those Home Sites shown on (a) the plat showing the Home Sites to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).

2) In the event of a violation or breach of any of the restrictions contained herein by any Home Site owner, or agent of such owner, the owners of Home Sites in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer shall have the right, whenever there shall have been built on any Home Site in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any person entitled to file a legal action for the violation of these

covenants shall be entitled to recover reasonable attorneys' fees as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

3) Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

IN WITNESS WHEREOF, Keowee Inlet has caused these presents to be executed by its duly authorized officers this ____ day of _____, 1984.

KEOWEE INLET

BY: _____

BY: _____

Signed, sealed, and delivered
in the presence of:
