

PROTECTIVE COVENANTS AND RESTRICTIONS 14-T Pg-322

WHEREAS, W. Richard McClellan and Jerry A. Neenan are the owners of Keowee Subdivision, as shown on a plat prepared by Robert B. Spearman, Registered Land Surveyor, recorded 27 day of MAY, 1982, which is of record in the Office of the Clerk of Court for Oconee County, South Carolina, in Plat Book P45 at Page 109; and,

WHEREAS, the lots as shown on the above-mentioned plat, known as Keowee Subdivision, are intended for the development for residential purposes only; and,

WHEREAS, it is the desire and intent of the undersigned to sell the above-referred to 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 as shown above on said plat, 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 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 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 Keowee Subdivision.

1. 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 300 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

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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.

2. QUALITY AND SIZE

Each dwelling shall have a minimum of 1600 square feet of total area of which a minimum of 1400 square feet shall be heated living area, with one-half (1/2) of the total square footage of an attached garage, covered porch or breezeway being allowed towards the total 1600 square feet required minimum; and 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; provided, however, if the dwelling to be erected on said lot of land has at least 1600 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 be approved by the Architectural Committee. No building shall exceed three (3) stories in height.

3. 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 (30) feet to the rear lot line, provided said lot does not abut or adjoin the Duke Power Company's 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, that anyone who purchases two (2) contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said 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 lots which faces a paved road, located in Rowco Subdivision. 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 request for deviation.

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, tents, 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.

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 builder to advertise the property during the construction and sales periods only.

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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 that 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 Coconao 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 grounds for rubbish, unless specified by the Architectural Committee as a landfill area to be systematically filled and covered property 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 conditions.

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.

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. ARCHITECTURAL COMMITTEE

The Architectural Committee shall consist of Jerry A. Meehan and W. Richard McClellion. The Architectural Committee shall have sole discretion over the provisions hereof.

14. FUEL TANKS

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

15. TELEVISION ANTENNAS

No tower for a television antenna or any other antennas shall be erected over twenty (20) feet in height without the express written consent of the Architectural Committee.

16. 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.

17. 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.

18. SEVERABILITY

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.

19. BOAT DOCKS

Private floating boat docks are permitted provided they are not used for human habitation. Each boat dock shall conform to exhibit "T"

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hereto attached and by reference incorporated into these restrictive covenants. These boat dock restrictions shall remain in full force and effect until such time as 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. The Architectural Committee shall have the authority to deviate from the boat dock restrictions upon written application of any lot owner if, in fact, they feel it is in the best interest of the development to do so.

20. EASEMENTS

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). There is a drainage and utility easement as follows:

1. A ten (10) foot easement on all front lot lines.
2. A five (5) foot easement on all rear lot lines.
3. A ten (10) foot easement on all side lot lines (5 feet on each side of line) where the side lot line is less than 200 feet in length.
4. A twenty (20) foot easement on all side lot lines (10 feet on each side of line) where the line is greater than 200 feet. The 20 foot easement reverts to a 10 foot easement at a point 200 feet from the rear lot line.

In addition to the above, there is also a reserved drainage and utility easements as shown on the above-mentioned plat.

21. LOTS ADJOINING PRIVATE ROADS

Lot Number Forty-Four (44), Forty-Five (45), Forty-Six (46), Forty-Seven (47), Forty-Eight (48), and Forty-Nine (49) that adjoins a private road known as Flamingo Road shall be responsible for the maintenance of said private road. Each person owning any lot adjoining Flamingo Road shall be a member of the Flamingo Road Association and by virtue of same shall be entitled to a vote in regard to the control and maintenance of Flamingo Road. After the owners have constructed and paved Flamingo Road, the Association shall be responsible for the operation and maintenance of said road. Any repairs, maintenance, operation, or other matters pertaining to said road shall be by a majority vote of the Association provided, however, all lots adjoining Flamingo Road shall have the right to use said road in an uninterrupted manner at any time. Provided, further, that Flamingo Road must be

CONSTRUCTION OF PRIVATE FLOATING DOCKS

CONSTRUCTION DETAILS. In construction, all connections shall be secured with metal straps, or gussets to resist movement that would tend to dismantle the structure. All columns and walls shall be adequately braced to resist windloads of at least 25 pounds per square foot. Roofs shall be securely fastened to the superstructure to resist wind uplift. Wood material, if used, will require preservative treatment.

a. Wood Construction:

(1) Floor joists and flotation frames shall be not less than 2" x 6" and stringers shall not exceed 24" center-to-center on 1" material such as plywood.

(2) Framing for wood columns shall be not less than 4" x 4" and/or double 2" x 4" spaced not more than 6' - 0" center-to-center or No. 2" x 4" allowed as columns, spaced not more than 2' - 0" center-to-center. Subject to the stability of the roof structure including adequate bracing, the 4" x 4" vertical supports may be spaced up to 8' - 0" on centers. Columns will in every case be spaced symmetrically on each side of walkways equal to their width. Flooring or decking will be 2" x 6" or larger or 3/4" plywood on 1" No. 1 grade lumber on 2" x 4" centers and spaced in such a manner to allow expansion. Three-quarter inch (3/4") marine plywood will be considered as a suitable alternate.

b. Roofs (Superstructure):

(1) Roofs may be gabled or monosloped.

(2) Wood roof joists or rafters shall be not less than 2" x 6" and spaced not more than 4' - 0" center-to-center. No purlins are allowed on open structures.

(3) Wood roofs must consist of 1" material or 1/2" plywood sheathing covered with 30-pound asphalt roll roofing or asphalt shingles. (When asphalt shingles are used the roof slope must be 4 on 12 or steeper.)

(4) Metal roof joists or rafters shall be not less than 1-1/4" ID standard pipe or structural aluminum tubing, either round, square or rectangular and spaced not more than 2' - 0" center-to-center. Consideration will be given to approving 4' - 0" spacing where sufficient vertical supports and bracings are provided.

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(5) Metal roofs must be steel, minimum gage of 30 or aluminum, minimum thickness of 0.032".

(6) Roofs must be securely fastened to the superstructure to resist wind uplift.

c. Metal Construction:

(1) Floor joints and flotation frames shall be not less than 2" ID standard pipe. Other standard structural steel sections will be approved.

(2) Framing for pipe construction shall be not less than 1-1/4" ID standard pipe or structural aluminum, round, square or rectangular tubing. Studs shall not exceed 48" center-to-center. Other standard steel or structural aluminum sections will be approved.

DOCK SIZE

a. **Individual Floating Docks.** Individual Floating Docks will not exceed 250 square feet including the slip area. Boathouses will not exceed 750 square feet of decking, including the slip area. A sketch of a typical private boat dock facility is attached in Exhibit II.

FLOTATION

a. Flotation shall be of materials which will not become waterlogged or sink when punctured.

b. Flotation shall be adequate to maintain a stabilized and safe dock.

c. The three grades of molded expandable polystyrene are described below in order of preference:

(1) Type SE. Self extinguishing or fire retardant. As long as there is nothing to kindle the flame, the foam will not burn.

(2) Type GR. Gasoline resistant. While not impervious to petroleum products, this type of foam performs well in cases of splash or spills. In such instances, evaporation can occur before the attack on the foam becomes apparent.

(3) Type REG. This is the most common type of expandable polystyrene. It is neither gasoline resistant nor fire retardant. Use of type SE expandable polystyrene is recommended because of added safety of having fire retardant flotation.



secure mooring of the structure, taking into consideration the water depth, exposure to wave action, and windloads. See anchorage plan included in Exhibit II. Shoreline trees will not be used as anchors.

WALKWAYS

a. Walkways shall not be less than 3 feet in width, except between slips where the minimum width may be 2 feet.

b. Walkways shall not exceed forty (40) feet in length. On lots located in coves, the dock and walkway shall not be so constructed that it would prevent easy accessibility by water to other lots in the cove.

c. Walkways shall be structurally sound. Lumber used in these walkways shall be free from splits, decay, or other conditions which would decrease the strength of the walkway. Lumber used in walkways shall have a minimum size of 2" x 6" or 1" on 24" centers, 2" x 6" frames, 2" x 4" decking, or 3/4" plywood, or be of equivalent strength.

d. Walkways from shore to dock shall be free from excessive spring, deflection, or lateral movement; adequately supported with flotation where necessary; and above water at all times, so as to provide safe access.

STORAGE COMPARTMENTS

a. On boatdocks, storage lockers will not exceed 24" in width and 30" in height with a maximum floor area of 24 square feet. In boathouses, storage lockers will not exceed 24" in width and 8 square feet of floor area but may extend to the roofline.

b. Gas cans and batteries shall not be stored in the same storage compartment.

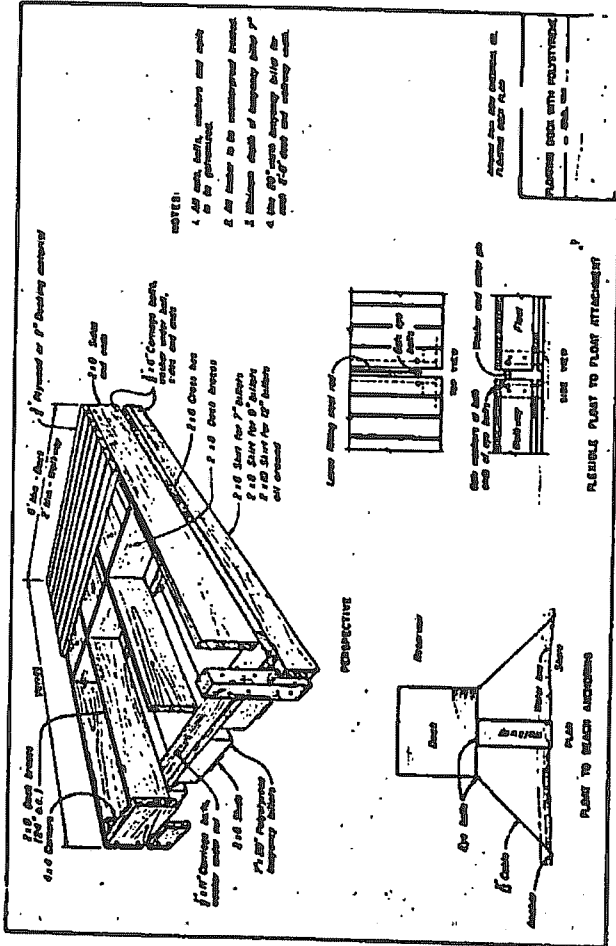
c. Storage compartments where flammable liquids are stored will be ventilated so as to have no accumulation of fumes.

LOCATION OF DOCK

a. The Architectural Committee will be advised in advance of the size and location of each dock.

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EXAMPLE 7. EXHIBIT II



open to the public for at least one (1) hour each and every day.

This procedure shall also be followed for Lots Number Seventy-one (71), seventy-two (72), seventy-three (73), seventy-four (74) and seventy-five (75) in regard to the private drive as shown on the above-mentioned plat. This Association shall be known as Red Oak Court Association and shall follow the same procedures as outlined above for Flamingo Road Association.

In the event a special assessment is levied by either association and any member fails to pay the special assessment, the association shall have a lien on the property of the member who fails to pay for the amount of his special assessment. This special assessment can never be more than his pro-rata share of the cost of repairs and maintenance of the respective private drives.

22. PUBLIC ROADS

All roads with the exception of Flamingo Road and the private drive at the end of Red Oak Court, as shown on the above-mentioned plat, shall be paved to County specifications and deeded to Oconee County by the owners, W. Richard McClellion and Jerry A. Meehan. The owners specifically reserve the right to deed said roads to Oconee County and further reserve the right to give any and all rights-of-way needed to furnish utilities to said subdivision in said roadways. Owners further reserve the right to grant utility easements in each of the two (2) private drives as shown on the above-mentioned plat.

23. ARCHITECTURAL CONTROL

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 quality of workmanship and materials, 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 seven (7) days after the Architectural Committee have received said plans. In the event the Architectural Committee, or their agents, fail to approve or disapprove within seven (7) 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.

IN WITNESS WHEREOF, the undersigned have signed their names and affixed their seals this 26th day of May, 1982.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
[Signature]

[Signature] (SEAL)
W. RICHARD MCCLELLION
[Signature] (SEAL)
JERRY A. MEEHAN

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STATE OF SOUTH CAROLINA)
COUNTY OF OCOREE)

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RECORDED
ROY D. HANCOCK
JUL 20 1982
CLERK OF COURT
OCOREE COUNTY, S. C.

PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS, W. Richard McClellion and Jerry A. Meehan are the owners of Keowee Subdivision and have previously filed Protective and Restrictive Covenants as shown in Deed Book 14-F at Page 322 and 14-U at Page 153; and,

WHEREAS, the owners wish to restrict all the lots in Keowee Subdivision as shown on a plat prepared by Robert B. Spearman, Registered L. S., dated June 11, 1982, and revised July 8, 1982, which is of record in the Office of the Clerk of Court for Oconee County, South Carolina, in Plat Book P-45 at Page 119; and,

WHEREAS, the lots as shown on the above-mentioned plat, known as Keowee Subdivision, are intended for the development for residential purposes only; and,

WHEREAS, it is the desire and intent of the undersigned to sell the above-referred to 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 as shown above on said plat, the undersigned do hereby impose the following Protective and Restrictive Covenants, all of which are declared to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purposes 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 Keowee Subdivision.

1. 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 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 equipmnt 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.

2. QUALITY AND SIZE

Each dwelling shall have a minimum of 1600 square feet of total area of which a minimum of 1400 square feet shall be heated living area; with one-half (1/2) of the total square footage of an attached garage, covered porch or breezeway being allowed towards the total 1600 square feet required minimum; and 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; provided, however, if the dwelling to be erected on said lot of land has at least 1600 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 be approved by the Architectural Committee. No building shall exceed three (3) stories in height.

3. 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 (30) feet to the rear lot line, provided said lot does not abut or adjoin the Duke Power Company's lot line. A detached storage or outbuilding may be constructed within twenty (20) feet of the rear or side lot lines, overhands included, provided it is first authorized by the Architectural Committee. Provided, however, than anyone who purchases two (2) contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said 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 lots which faces a paved road, located in Kewsee Subdivision. 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 request for deviation.

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

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No structure of a temporary character, trailer, basement, tents, 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.

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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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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 periods only.

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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 that 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 grounds for rubbish, unless specified by the Architectural Committee as a landfill area to be systematically filled and covered property 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 conditions.

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.

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. ARCHITECTURAL COMMITTEE

The Architectural Committee shall consist of Jerry A. Moohan and W. Richard McClellion. The Architectural Committee shall have sole discretion over the provisions hereof.

14. FUEL TANKS

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

15. TELEVISION ANTENNAS

No tower for a television antenna or any other antennae shall be erected over twenty (20) feet in height without the express written consent of the Architectural Committee.

16. 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.

17. 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.

18. SEVERABILITY

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.

19. BOAT DOCKS

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 by reference incorporated into these restrictive covenants. These boat dock restrictions shall remain in full force and effect until such time as 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. The Architectural Committee shall have the authority to deviate from the boat dock restrictions upon written application of any lot owner if, in fact, they feel it is in the best interest of the development to do so.

20. EASEMENTS

There is a flowage easement in favor of Crescent Land and Timber Company to an elevation of 910 feet mean sea level, USGS datum, on all lots adjoining Lake Keowee (Duke Power Company). There is a drainage and utility easement as follows:

1. A ten (10) foot easement on all front lot lines.
2. A five (5) foot easement on all rear lot lines.
3. A ten (10) foot easement on all side lot lines (5 feet on each side of line) where the side lot line is less than 200 feet in length.
4. A twenty (20) foot easement on all side lot lines (10 feet on each side of line) where the line is greater than 200 feet. The 20 foot easement reverts to a 10 foot easement at a point 200 feet from the rear lot line.

In addition to the above, there is also a reserved drainage and utility easements as shown on the above-mentioned plat.

It is further understood and agreed that W. Richard McClellion and Jerry A. Meehan specifically reserves the right to convey the easements listed above to Duke Power Company for the installation of power utility lines. W. Richard McClellion and Jerry A. Meehan further reserves the right to convey any of the drainage easements to Oconee County.

21. LOTS ADJOINING PRIVATE ROADS

Lot Number One Fifty Eight (158), One Fifty Nine (159), One Sixty (160), One Sixty-One (161), One Sixty-Two (162), One Sixty-Three (163), One Sixty-Four (164), and One Sixty-Five (165) that adjoins a private road known as Wild Azalea Point shall be responsible for the maintenance of said private road. Each person owning any lot adjoining Wild Azalea Point shall be a member of the Wild Azalea Point Association and by virtue of same shall be entitled to a vote in regard to the control and maintenance of said road. After the owners have constructed and paved Wild Azalea Point, the Association shall be responsible for the operation

and maintenance of said road. Any repairs, maintenance, operation, or other matters pertaining to said road shall be by a majority vote of the Association provided, however, all lots adjoining Wild Azalea Point shall have the right to use said road in an uninterrupted manner at any time. Provided, further, that Wild Azalea Point must be open to the public for at least one (1) hour each and every day.

In the event a special assessment is levied by either association and any member fails to pay the special assessment, the association shall have a lien on the property of the member who fails to pay for the amount of his special assessment. This special assessment can never be more than his pro-rata share of the cost of repairs and maintenance of the respective private drives.

22. PUBLIC ROADS

All roads with the exception of Flamingo Road, Wild Azalea Point, and a private road at the end of Red Oak Circle, as shown on the above mentioned plat, shall be paved to County specifications and deeded to Oconee County by the owners, W. Richard McClellion and Jerry A. Meehan. The owners specifically reserve the right to give any and all right-of-ways needed to furnish utilities to said subdivision in said roadways. Owners further reserve the right to grant utility easements in each of the two (2) private drives as shown on the above mentioned plat.

IN WITNESS WHEREOF, the undersigned have signed their names and affixed their seals this 19 day of July, 1982.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

Kelly Burt
Jerry A. Meehan

W. Richard McClellion SEAL
SEAL

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 W. Richard McClellion and Jerry A. Meehan, sign, seal and as their act and deed, deliver the within Protective Covenants and Restrictions, and that (s)he with the other above written witness witnessed the execution thereof.

SWORN to before me this 19 day of July, 1982.

Kelly Burt

Jerry A. Meehan
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9-16-91

EXHIBIT I

CONSTRUCTION OF PRIVATE FLOATING DOCKS

CONSTRUCTION DETAILS. In construction, all connections shall be secured with metal straps, or gussets to resist movement that would tend to dismantle the structure. All columns and walls shall be adequately braced to resist windloads of at least 25 pounds per square foot. Roofs shall be securely fastened to the superstructure to resist wind uplift. Wood material, if used, will require preservative treatment.

a. Wood Construction:

(1) Floor joists and flotation frames shall be not less than 2" x 6" and stringers shall not exceed 24" center-to-center on 1" material such as plywood.

(2) Framing for wood columns shall be not less than 4" x 4" and/or double 2" x 4" spaced not more than 6' - 0" center-to-center or No. 2" x 4" allowed as columns, spaced not more than 2' - 0" center-to-center. Subject to the stability of the roof structure including adequate bracing, the 4" x 4" vertical supports may be spaced up to 8' - 0" on centers. Columns will in every case be spaced symmetrically on each side of walkways equal to their width. Flooring or decking will be 2" x 6" or larger or 3/4" plywood on 1" No. 1 grade lumber on 2" x 4" centers and spaced in such a manner to allow expansion. Three-quarter inch (3/4") marine plywood will be considered as a suitable alternate.

b. Roofs (Superstructure):

(1) Roofs may be gabled or monosloped.

(2) Wood roof joists or rafters shall be not less than 2" x 6" and spaced not more than 4' - 0" center-to-center. No purlins are allowed on open structures.

(3) Wood roofs must consist of 1" material or 1/2" plywood sheathing covered with 30-pound asphalt roll roofing or asphalt shingles. (When asphalt shingles are used the roof slope must be 4 on 12 or steeper.)

(4) Metal roof joists or rafters shall be not less than 1-1/4" ID standard pipe or structural aluminum tubing, either round, square or rectangular and spaced not more than 2' - 0" center-to-center. Consideration will be given to approving 4' - 0" spacing where sufficient vertical supports and bracings are provided.

(5) Metal roofs must be steel, minimum gage of 28 or aluminum, minimum thickness of 0.032".

(6) Roofs must be securely fastened to the superstructure to resist wind uplift.

c. Metal Construction:

(1) Floor joists and flotation frames shall be not less than 2" ID standard pipe. Other standard structural steel sections will be approved.

(2) Framing for pipe construction shall be not less than 1-1/4" ID standard pipe or structural aluminum, round, square or rectangular tubing. Studs shall not exceed 48" center-to-center. Other standard steel or structural aluminum sections will be approved.

DOCK SIZE

a. Individual Floating Docks. Individual Floating Docks will not exceed 250 square feet including the slip area. Boathouses will not exceed 750 square feet of decking, including the slip area. A sketch of a typical private boat dock facility is attached in Exhibit II.

FLOTATION

a. Flotation shall be of materials which will not become waterlogged or sink when punctured.

b. Flotation shall be adequate to maintain a stabilized and safe dock.

c. The three grades of molded expandable polystyrene are described below in order of preference:

(1) Type SE. Self extinguishing or fire retardant. As long as there is nothing to kindle the flame, the foam will not burn.

(2) Type CR. Gasoline resistant. While not impervious to petroleum products, this type of foam performs well in cases of splash or spills. In such instances, evaporation can occur before the attack on the foam becomes apparent.

(3) Type A2G. This is the most common type of expandable polystyrene. It is neither gasoline resistant nor fire retardant. Use of type SE expandable polystyrene is recommended because of added safety of having fire retardant flotation.

ANCHORAGE An anchorage system shall be provided which will insure secure mooring of the structure, taking into consideration the water depth, exposure to wave action, and windloads. See anchorage plan included in Exhibit II. Shoreline trees will not be used as anchors.

WALKWAYS

- a. Walkways shall not be less than 3 feet in width, except between slips where the minimum width may be 2 feet.
- b. Walkways shall not exceed forty (40) feet in length. On lots located in coves, the dock and walkway shall not be so constructed that it would prevent easy accessibility by water to other lots in the cove.
- c. Walkways shall be structurally sound. Lumber used in these walkways shall be free from splits, decay, or other conditions which would decrease the strength of the walkway. Lumber used in walkways shall have a minimum size of 2" x 6" or 1" on 24" centers, 2" x 6" frames, 2" x 4" decking, or 3/4" plywood, or be of equivalent strength.
- d. Walkways from shore to dock shall be free from excessive spring, deflection, or lateral movement; adequately supported with flotation where necessary; and above water at all times, so as to provide safe access.

STORAGE COMPARTMENTS

- a. On boatdocks, storage lockers will not exceed 24" in width and 30" in height with a maximum floor area of 24 square feet. In boathouses, storage lockers will not exceed 24" in width and 8 square feet of floor area but may extend to the roofline.
- b. Gas cans and batteries shall not be stored in the same storage compartment.
- c. Storage compartments where flammable liquids are stored will be ventilated so as to have no accumulation of fumes.

LOCATION OF DOCK

- a. The Architectural Committee will be advised in advance of the size and location of each dock.

500 plat
1200

DeWitt County, Ill.

C.C.C.E.E.E.

Wig & Seiden

Recorded this 20 day of July
A. D. 19 82 in Vol. 14-17
Page 215 and Certificate

ROY D. NELSON
CLERK OF COURT
JUL 20 2 21 PM '82

1:152 Tom Dunning