

THE LAKE COMPANY
LAKE KEOWEE SC

THIS PROPERTY DESIGNATED AS

BOOK 881 PAGE 141

File 149 MAP 149 SUB 00 BLK 03 PARC 028

ON OCONEE COUNTY TAX MAPS STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
OCONEE COUNTY ASSESSOR

010357
12.0

EASEMENTS, COVENANTS AND RESTRICTIONS

*KOKOMO ON KEOWEE SUBDIVISION PHASE I (LOTS 1 - 21 AND LOTS 1A, 2A, 3A, 4A, 5A, 6A AND 11A)

FILED OCONEE SC
SALLIE C SMITH
CLERK OF COURT
1996 SEP 19 PM 3:53

WHEREAS, Cocomo on Lake Keowee Inc. a South Carolina Corp. hereinafter referred to as COLK INC., 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 One (21), in a development to be hereafter known and designated as "Kokomo on Keowee Subdivision Phase I Lots 1-21 and Lots 1A, 2A, 3A, 4A, 5A, 6A and 11A", hereafter referred to KOK SUB. PHASE I, according to a plat of survey thereof by LEO M. BEVERLY, recorded in Plat Book 440, Page 9410, 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 COLK INC. hereby reserves the following Easements and adopts the following Protective Covenants and Restrictions for KOK SUB. PHASE I, as follows, to wit:

I. EASEMENTS, COVENANTS AND RESTRICTIONS: 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 biding upon all parties or person 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, excepting electronic communication such as telephone, fax, computer and similar equipment and not as a primary facility for any business activities. No employeas or storage or other business activity is

1

Recorded this 20 day of Sept 1996
Book 881 Page 141
Fee
Leo M. Beverly
Auditor Oconee County, S.C.

permitted. 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 located upon or 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.

2. The owners of the lot are required to comply with the erosion and sediment control measures as shown on the Department of Health and Environmental Control Approval Plan of the State of South Carolina.

3. All lots shall be used for residential purpose, only, and no building may be created, altered, placed or permitted to remain on any lot other than one single family dwelling, and only one detached building for garage or hobby use only of similar design and construction as the main house which shall not exceed one story in height above ground level and not exceed 600 square feet overall.

4. The outer walls of any dwelling shall be of masonry, wood, natural stone, masonry veneer, redwood or such vinyl as may be approved by the Architectural Review Committee but no asbestos shingle or imitation masonry on outer walls will be permitted. 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 exterior after grading has been completed, except for texture slumpstone used as a decorative feature.

5. The ground floor area of the main floor structure of any dwelling constructed upon any lot shall contain not less than 1600 square feet of enclosed and heated floor space with an attached garage of no less than 400 square feet. In the event an owner builds with a 2 or 2 1/2 story configuration (maximum height of 2 1/2 story), the ground floor area may be reduced to 1400 square feet of heated floor space for the dwelling alone with at least a minimum of 400 square feet for the second story, together with the attached 2 car garage of at least 400 square feet.

6. No building or structure of any kind may be located nearer than thirty (30) feet to the front lot line of any lot, nearer than fifty (50) feet to the rear lot line of any non-waterfront 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 eight hundred (800') feet above mean sea level, USGS datum, as more fully set forth in Covenants and Restrictions contained in the deed from Crescent Resources, Inc., to CoComo on Keowee Inc. as recorded Deed Book 869, pages 226 through 232, records of Oconee County

THE
LAKE COMPANY
LAKE KEOWEE, SC

THE LAKE COMPANY
LAKE KEOWEE, SC

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, at the option of the owner. No lot and no part of a lot shall be dedicated or used or permitted to be used as a right-of-way for the public except only with the written approval of the Architectural Review Committee.
8. All construction commenced on any lot shall be completed within twelve (12) months after construction is begun.
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, the sign shall not exceed four (4) square feet overall.
10. Any dwelling constructed on any lot must be serviced by a sewage disposal system of a type and kind approved by the South Carolina State Board of Health and Environmental Control.
11. Any house pets maintained by any lot owner must be kept confined so as not to be or become a nuisance to any other lot owner. No farm animals (including but not limited to horses, chickens, pigs or cattle) shall be permitted or 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 disabled vehicles permanently housed on any lot must be garaged at all times in an enclosed garage. No parking of cars, boats trailers or other vehicles on streets shall be permitted except as overflow for guests.
13. All trash, garbage or other waste shall be kept only in containers approved for sanitary conditions, by governmental authorities or the Architectural Review Committee, 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, within ten (10) days of accumulation at owners expenses.
14. Each lot owner shall be responsible for the maintenance of his entire lot, including the area between the lot and the paved street (including banks, easements and etc.). Each lot shall be

BOOK 881 PAGE 144

kept clean of debris and lawn cut and other things as to prevent objectionable viewing to others.

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. No owner shall impair access to the above which must be kept as your open space free of obstructions.

16. All ditches and drainage swales shall be kept free of the trash, tree trimmings, and garbage by the owners of each lot in order to permit the proper flow of water and drainage within subdivision.

17. On all lots adjoining Lake Keowee there has been reserved a floodage easement in favor of Crescent Land & Timber Corporation (Duke Power Company) to the 810' ft contour elevation above sea level, noted on master survey, the same of which in herein reimposed.

18. Fixed piers, gazebos and floating dock facilities incidental to residential use of the lots are permitted on the condition that 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 of the above must be authorized and permitted by Duke Power Company and the Architectural Review Committee.

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

20. Fences or walls incidental to residential use shall not exceed four (4) feet in height, shall not be constructed of such material which will block the view of the lake on an adjacent lot nor extend closer to the front lot line than the house on the lot and must be approved by the Architectural Review Committee.

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. No satellite dish will be permitted on any lot or in any portion of this subdivision except one (1) digital satellite dish with a diameter of not more than twenty four (24") inches is permitted per lot, as approved by the Architectural Review Committee.

THE
LAKE COMPANY
LAKE KEOWEE, SC

BOOK 881 PAGE 146

shall be entitled to reasonable attorney's fees and costs.

VII. SEVERABILITY. Invalidity of any one of these covenants by judgment of a Court of competent jurisdiction shall not effect any of the other provisions hereof which shall remain in full force and effect.

VIII. In the event of a conflict between these Restrictions and other such Restrictions, the more restrictive provision shall apply and be enforceable as herein provided or as otherwise enforceable.

IN WITNESS WHEREOF, the Developer has hereunto placed his hand and seal this 12th day of August, 1996, in the year of our Lord, one thousand nine hundred ninety-six.

Witnesses:

Cocomo on Lake Keowee Inc. a
owner and developer

Alina M. Borges
Alina M. Borges

[Signature]
RICHARD M. SEPLER, President

Maria E. De la Noval
Maria E. De la Noval

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was sworn to, subscribed and acknowledged before me this 12th day of August, 1996, by RICHARD M. SEPLER, President of COCOMO ON LAKE KEOWEE INC., a South Carolina corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

OFFICIAL NOTARY SEAL
MARIA E. DELA NOVAL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # 00000000
MY COMMISSION EXPIRES 12/31/98

Maria E. De la Noval
By: MARIA E. De la Noval
NOTARY PUBLIC, State of Florida

My Commission Expires:

1996 SEP 19 PM 2:53
FILED OCOONEE, SC
SALLIE C. SMITH
CLERK OF COURT

THE
LAKE COMPAN
LAKE KEOWEE

BOOK 905 PAGE 0278

CERTIFICATE OF NOTICE

The undersigned, RICHARD M. SEPLER, purchaser of COCOMO ON LAKE KEOWEE, INC., a South Carolina corporation, certifies under oath that the First Amendment to Easements, Covenants and Restrictions was prepared in advance of recording and a true copy was mailed to all of the lot purchasers of Kokomo on Keowee Subdivision, Phase I, according to a plat of survey thereof by Ted M. Beverly, recorded in Plat Book A440, Pages 9 and 10; in the office of the Clerk of Court of Oconee County, South Carolina, fifteen days prior to the recording of the said Amendment. None of the letters were returned. None of the property owners chose the opportunity to comment or object to the said Amendment.

This Certificate is given to affirm the procedure used to Amend the Easements, Covenants and Restrictions as heretofore recorded on September 19, 1996, in Deed Book 881 at Page 141, of Oconee County, South Carolina.

Respectfully submitted,

RICHARD M. SEPLER
 President of COCOMO ON LAKE
 KEOWEE, INC., a South Carolina
 corporation

STATE OF FLORIDA
 COUNTY OF DADE

The foregoing instrument was sworn to, subscribed and acknowledged before me this 13 day of March, 1997, by RICHARD M. SEPLER, President of COCOMO ON LAKE KEOWEE INC., a South Carolina corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

FILED OCONEE SC
 CLERK OF COURT
 SALLIE O. SMITH
 My Commission Expires 11/15/98
 1997 MAR 18 PM 5:13

Maria E. De la Noval
 BY: MARIA E. De la Noval
 NOTARY PUBLIC, State of Florida

THE
 LAKE COMPANY
 LAKE KEOWEE, SC

BOOK 905 PAGE 0276

non-commercial, non-industrial uses such as automobile storage and storage of vehicles or equipment or for hobby purposes.

5. The aforesaid lots shall not be subject to rear set back restrictions and may build to the rear lot line if permitted by governmental authorities.

6. Any such building as is built need not be serviced by a sewage disposal system in the absence of a bathroom or water service but if a bathroom or water service is constructed into the building or if required by governmental authority, it must be serviced by a sewage disposal service as is required by governmental authorities to include an acceptable septic tank system.

7. Until such time as COLK, INC. shall have sold its last remaining lot to a Buyer, of all of the lakefront lots in this subdivision COLK shall retain the right to amend these Restrictions in the manner as herein set forth.

8. After the sale of the last remaining lot, the Restrictions may be amended by a majority vote of the lakefront property owners who will execute and record an Amendment in the manner herein set forth.

IN WITNESS WHEREOF, the Developer has hereunto placed his hand and seal this 13 day of March, 1997, in the year of our Lord, one thousand nine hundred ninety-six.

Witnesses:

Alina M. Borges
ALINA H. BORGES

Cocoma on Lake Keowee Inc. a
owner and developer

Richard M. Sepler
RICHARD M. SEPLER, President

Maria E. De la Novas
MARIA E. De la Novas