

COMPANY

INDEX

011539

14.00

TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
MARINA POINTE

	Page
I. Definitions	1-2
II. Property Subject To This Declaration	3
III. Restrictions	3-9
IV. General Provisions	9-11

Recorded this 8 day of Dec 89 A.D., 19
Vol. 599 Page 129 and certified
C.C.O.P.G.S.

Sallie C. Smith

Oconee County, S.C.

FILED FOR RECORD
OCCONEE COUNTY
S.C.
Dec 8 2 12 PM '89
SALLIE C. SMITH
CLERK OF COURT

DRAWN BY AND MAIL TO:
JENNIE G. MARSHALL
PARKER, POE, ET AL
2600 CHARLOTTE PLAZA
CHARLOTTE, NC 28244

*Baselprint of 599-130
came from them
They are going to Reprint it*

THE
LAKE COMPANY
L.A.M. KEOWEE

BOOK 599 PAGE 130

FILED FOR RECORD
OCONEE COUNTY
S.C.

Dec 8 2 12 PM '89
S. J. SMITH
CLERK OF COURT

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

MARINA POINTE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 7th day of December, 1989 by CRESCENT RESOURCES, INC. (formerly Crescent Land & Timber Corp.), a South Carolina corporation, hereinafter referred to as "Declarant".

STATEMENT OF PURPOSE

Declarant is the owner of certain property located in Oconee County, South Carolina, which is more particularly described on that certain map recorded in Plat Book 144, Page 6, in the office of the Clerk of Court for Oconee County. Declarant desires to create on the property shown on said map an exclusive residential community of single-family residences to be named MARINA POINTE (the "Development").

Declarant desires to insure the attractiveness of the Development, to prevent any future impairment thereof, to prevent nuisances and enhance the value and amenities of all properties within the Development. Declarant further desires to construct and provide for the maintenance and upkeep of a lighted entrance monument to be located at the entrance to the Development, which Entrance Monument will be for the common use and benefit of all property owners in the development. To these ends, Declarant desires to subject the real property described herein to the covenants, conditions, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, Declarant, by this Declaration, does declare that all of the property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration, which shall run with the real property described herein and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean and refer to Crescent Resources, Inc., its successors and assigns.

Section 2. "Development" shall mean and refer to Marina Pointe, a single-family residential development proposed to be developed on the Property by Declarant.

Section 3. "Entrance Monument" shall mean and refer to the easement area reserved and granted by Declarant in Article III, Section 9 hereof, over a portion of Lot 1 of the Subdivision, and the stone monument, entrance sign located on such monument, lighting, landscaping and other improvements to be constructed on such area, to be used for an entryway for the Subdivision and for the purposes set forth in said Article III, Section 9.

Section 4. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map.

Section 5. "Map" shall mean and refer to the map of Marina Pointe recorded in Plat Book 542, Page 6 in the office of the Clerk of Court for Oconee County, South Carolina.

Section 6. "Mortgage" shall mean any mortgage or deed of trust constituting a first lien on a Lot.

Section 7. "Mortgagee" shall mean the owner and holder of a Mortgage at the time such term is being applied.

Section 8. "Non-Waterfront Lots" shall mean and refer to those Lots in the Development which do not adjoin the waters of Lake Keowee, which Non-Waterfront Lots are Lots 1 through 4 and 19 through 24, as shown on the Map.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant if it owns any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Property" shall mean and refer to the property shown on the Map, exclusive of the public rights-of-way shown on the Map, which Property includes the Lots and the Reserved Area.

Section 11. "Reserved Area" shall mean and refer to that certain area shown and designated as "Reserved for Future Development" on the Map, which Reserved Area is more particularly addressed in Article III, Section 18 of this Declaration.

Section 12. "Subdivision" shall mean and refer to Marina Pointe Subdivision, as the same is shown on the Map.

Section 13. "Waterfront Lots" shall mean and refer to those Lots in the Development which adjoin the waters of Lake Keowee, which Waterfront Lots are Lots 5 through 18, as shown on the Map.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Oconee County, South Carolina and is the Property, as more particularly described and shown on the Map.

ARTICLE III

RESTRICTIONS

Section 1. Land Use and Building Type. All Lots in the Subdivision shall be known and described as residential lots and shall be used only for private residential and recreational purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single family residential dwelling, unless otherwise provided herein, and only one single-family residential dwelling not exceeding 2½ stories in height above ground shall be erected or permitted to remain upon any Lot. No mobile home, modular home or shell home may be erected or permitted to remain on any Lot. A private garage (not exceeding three car capacity), outbuildings and fixed piers and floating boat dock facilities incidental to the residential use of the Lot are expressly permitted upon the condition that they are not rented, leased nor otherwise used for remuneration, subject to the other covenants and restrictions contained herein. No garage or outbuildings shall at any time be used as a residence and no enclosed boat houses or two story piers are permitted. Piers, docks and boathouses shall be subject to approval by Duke Power Company and/or any governmental entity having jurisdiction at the time such improvements are made. Any ownership or leasing agreement for a Lot meeting the definition of a "vacation time sharing ownership plan" or a "vacation time sharing lease plan," as defined in §27-32-10 S.C. Code of Laws, 1976, as amended, is hereby prohibited.

Section 2. Dwelling Size. The square footage requirements hereinafter set forth are enclosed heated floor area and are exclusive of the area in basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios.

(a) **For Waterfront Lots:** Any one story dwelling erected upon any Waterfront Lot shall contain not less than 1600 square feet; any 1½ story or split level or tri-level

dwelling shall contain not less than 1800 square feet and the first floor shall contain not less than 1000 square feet; any 2 or 2½ story dwelling shall contain not less than 1800 square feet and the first floor shall contain not less than 1000 square feet.

(b) For Non-Waterfront Lots: Any one story dwelling erected upon any Non-Waterfront Lot shall contain not less than 1400 square feet; any 1½ story or split level or tri-level dwelling shall contain not less than 1600 square feet and the first floor shall contain not less than 1000 square feet; any 2 or 2½ story dwelling shall contain not less than 1600 square feet and the first floor shall contain not less than 1000 square feet.

Section 3. Building Construction and Quality. All buildings and outbuildings erected upon any Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. No single-family residential dwelling costing less than \$50,000.00 (in terms of 1989 dollar value) shall be permitted on any Lot. No building shall be erected unless it is completely underpinned with a solid brick, brick or stone-covered block or stucco foundation. 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 any garage, outbuilding or appurtenant structure or building erected on or located on any Lot shall be aesthetically compatible with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling located on said Lot. All buildings shall have roofs (except for dormers) of not less than 6 in 12 pitch and not less than 12 inch overhang, covered with slate, cedar shakes, tile or fiberglass shingles. Tin or rolled roofing material is not permitted. The exterior of all houses and other structures must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities.

Section 4. Temporary Structures: Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot, and no metal, fiberglass, plastic or canvas tent, barn, carport, garage, utility building, storage building or other metal, fiberglass, plastic or canvas structure shall be erected on any Lot or attached to any residence.

Section 5. Building Setback Lines. No building on any Lot (including any stoops or porches) shall be erected or permitted to remain within the front (street right-of-way), rear, side or side abutting right-of-way (for a corner Lot) building setback lines as shown and/or noted on the Map. Notwithstanding any

BOOK 599 PAGE 134

rear setback restriction noted on the Map, no building shall be erected or permitted to remain nearer than fifty (50) feet to the rear (waterside) lot line of any Waterfront Lot. Boathouses, piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth in Section 1 of this Article. In the event any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall conform to said requirements.

Section 6. Minor Setback Violations. In the event of the unintentional violation of any of the building setback covenants set forth above, in the amount of ten percent (10%) or less of the setback covenant in question, Declarant reserves the right, but is not obligated, to waive in writing such violation of the setback covenants upon agreement of the Owner of the Lot upon which the violation occurs, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation.

Section 7. Combination or Subdivision of Lots. Should the Owner of a numbered parcel on the Map combine with portions of or all of another numbered parcel, the aggregate shall be considered as one Lot for the purpose of these covenants. No Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map. Notwithstanding the foregoing, Declarant reserves the right to change the boundaries or dimensions of any Lot still owned by Declarant as may be needed to meet septic system requirements or for any other reason.

Section 8. Utility Easements. Easements for the installation and maintenance of utilities (electricity, septic, sewer, water, gas, telephone, cable t.v., etc.) and drainage facilities are reserved over the front and rear ten (10) feet of each Lot. A drainage and utility easement five (5) feet in width is reserved along each side lot line of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the Map and in other recorded easement documents. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The Owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company. Declarant reserves the right to create and impose additional easements

over any unsold Lot or Lots for street drainage, utility and entry signage installation purposes by the recording of appropriate instruments, and such shall not be construed to invalidate any of these covenants.

Section 9. Entrance Monument Easements. Non-exclusive perpetual easements for the purposes of landscaping and maintaining an entryway and erecting and maintaining an entrance monument for the Subdivision are hereby reserved by Declarant for itself, its successors in interest and assigns, and granted to the Owners over the southeasterly corner of Lot 1 of the Subdivision, the location of which easements is shown and designated as "50' x 50' Sign Easement" on the Map (the "Easement Tract").

Declarant and/or the Owners, or any number of them, or any organization formed by them or Declarant for this purpose (for the purposes of this paragraph only, such parties shall be referred to collectively as the "Owners"), shall have the right to landscape and maintain the Easement Tract as an entryway to the Subdivision. Further, Declarant and/or the Owners shall have the right to erect and maintain a stone monument with an entrance sign thereon (collectively, the "Entrance Sign") on the Easement Tract bearing the name of the Subdivision and Declarant, which Entrance Sign shall be built to the applicable governmental standards for signs, and to erect and maintain lighting for the Entrance Sign, planters and other improvements typically used for an entryway (the Easement Tract, the Entrance Sign, lighting, landscaping and other improvements to be constructed on the Easement Tract are herein collectively referred to as the "Entrance Monument"). Declarant and/or the Owners, or any number of them, or any organization formed by them or Declarant for this purpose, shall have the right to go upon the Easement Tract in order to erect, repair and maintain the Entrance Monument, including the landscaping thereof and the erection and maintenance of the Entrance Sign, lighting, planters and landscaping thereon.

The Owners shall be responsible for repairing and maintaining the Entrance Monument, including the maintenance of the signage, planters and lighting located thereon, shall provide and pay for lighting of the signage located thereon, shall keep the Entrance Monument clean and free from debris and shall maintain the landscaping thereon in accordance with the highest standards for private parks, including any necessary removal and replacement of landscaping. The Owners may carry out these responsibilities through any association formed by the Owners or Declarant for this purpose.

Section 10. Fences and Walls. No wooden fence, or brick or stone wall may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot. In the case of a corner Lot, no sideyard fence shall be located

nearer than the side of the house facing the side street line. No wooden fences, or brick or stone walls greater than six (6) feet in height are permitted. Chain link or other metal fencing is not permitted, except that 2" x 4" metal mesh may be used with split rail fencing to contain animals or children within rear or side yards. Perimeter fencing shall not have more than fifty percent (50%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence. A wall constructed of brick or stone and used in lieu of a fence is exempt from the openness test.

Section 11. Signs. No signs of any kind shall be displayed to the public view on any Lot with the following exceptions which may not exceed five square feet in size: (a) one sign advertising the property for sale or rent; and (b) one sign used by a builder to advertise the property during the construction and sales period; and (c) temporary political signs. These restrictions shall never apply to permanent entry signs, or to temporary entry signs or advertising, or for sales signs installed by Declarant or its agents prior to the sellout of the Subdivision.

Section 12. Antennas; Satellite Dishes or Discs. No freestanding radio or television transmission or reception towers, antennas or discs shall be erected or maintained closer than 75 feet to the boundary line of Lake Keowee, or within the front or side yard setback of any Lot. Customary roof-mounted antennas which may extend not more than ten (10) feet above the highest roof line ridge of the house are permitted.

Section 13. Lot Maintenance; Trash Disposal. Each Owner shall keep his Lot in a clean and orderly condition and shall keep the improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any Lot other than a clothesline located directly behind and within thirty (30) feet of the residence. No Lot shall be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on any Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.

Section 14. Offstreet Parking. Each Lot Owner shall provide a concrete or asphalt driveway which provides space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on the Lot. No truck or commercial vehicle in excess of one-ton load capacity or any vehicle under repair, or any wrecked or junked motor vehicle shall be parked upon or permitted to remain on any Lot. No trailer, mobile home, recreational vehicle, camper or boat shall be used as a residence, either temporarily or permanently, or be parked upon

or be permitted to remain on any Lot for a period exceeding 24 hours unless it is parked off the street and not within the front or side yard setbacks of the Lot. All automobiles, trucks and other vehicles described above must have a current license plate affixed unless parked in an enclosed garage.

Section 15. Sewage Disposal and Wells. Every dwelling unit erected on any Lot shall be served by an approved septic system for the disposal of sewage, or connected to a private or public sewage disposal system. All well water and septic systems or other private sewage disposal systems shall be approved by, and constructed and maintained in accordance with all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction. No well shall be located closer than forty (40) feet from any side lot line unless an exception in writing is granted by Declarant.

Section 16. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any residential dwelling or outbuilding except that dogs, cats, or other household pets may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. The number of household pets kept or maintained shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.

Section 17. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. No construction materials of any kind may be stored within forty-five (45) feet of the street curb. Any damage to any street, curb or sidewalk or any utility system caused by the Owner or the Owner's builder shall be repaired by such responsible Owner. The Owner of each Lot shall at all times keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of improvements on such Owner's Lot. Declarant may provide for the cleaning of public and private areas due to the activities of the Owner or Owner's builder and may assess the Owner a reasonable charge not to exceed the actual cost for such cleaning. Each Owner's builder shall, consistent with standard construction practices, keep all portions of the Lot free of unsightly construction

debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris which is occasioned by construction of improvements on a Lot, or take other measures consistent with standard construction practices necessary to keep the Lot free of such garbage, trash, or other debris.

Section 18. Reserved Area. Declarant has retained ownership of the Reserved Area, which is not a part of the Property subject to this Declaration. Declarant may use or convey the Reserved Area as it shall so choose, in its sole discretion. In connection therewith, Declarant hereby reserves the right to develop the Reserved Area in any manner which the Declarant deems appropriate and desirable in Declarant's sole discretion, including but not limited to developing the Reserved Area as a public or private roadway and offering it for dedication as a public right-of-way to the appropriate governmental authorities. Declarant shall be responsible for maintaining the Reserved Area. Should Declarant, however, at any time determine that it does not wish to develop and no longer wishes to own the Reserved Area, then Declarant may convey fee simple title to all or any portion of the Reserved Area to the Owners of the adjacent Lots, or to any one of them, whereupon the Reserved Area shall become a part of said Lot(s) and shall thereafter be subject to this Declaration accordingly. Any boundary change of a Lot adjacent to the Reserved Area as a result of such a conveyance shall not require the consent or approval of any Owner, Mortgagee or any other party.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. Declarant, being the developer of other subdivisions in the area of the Subdivision, wishes to maintain a high standard in the appearance and quality of the Subdivision. Though damages would be difficult to measure, the failure of the Owners to abide by the terms, covenants and restrictions contained in this Declaration would result in irreparable damage to Declarant and its reputation. Accordingly, Declarant, during the term of this Declaration as set forth in Section 4 of this Article IV, as well as any Owner or Owners, shall have the right to enforce all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, condition, covenant or reservation, either to restrain violation thereof or to recover damages therefor.

In addition, the Owners hereby covenant and agree that they shall exercise their power of enforcement hereunder in order to

maintain a first class subdivision in appearance and quality, and that they shall, upon the request of Declarant, enforce any restriction, condition, covenant or reservation contained in this Declaration deemed by Declarant, in its sole discretion, to have been violated; using all remedies available to them at law or in equity. The Declarant hereby reserves the right and easement to go upon the Entrance Monument at any time in order to repair and maintain the Entrance Monument where needed, in Declarant's sole discretion; to bring the Entrance Monument within the standards required by Declarant. Should Declarant so go upon the Entrance Monument to perform maintenance and repairs for such purpose, the Owners, and each one of them, hereby agree to reimburse Declarant in full for the cost of such maintenance and repairs, upon receipt of a statement for such cost from Declarant. Failure by Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by a majority of the Owners whose Lots are then subject thereto; provided, however, that such amendment must be consented to by Declarant so long as Declarant is the owner of any Lot in the Development. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Notwithstanding the foregoing, the consent of two-thirds (2/3) of the Owners and the approval of Mortgagees holding Mortgages on two-thirds (2/3) of the Lots, plus the written consent of Declarant shall be required to contract the land in the Development, to withdraw any portion of the Property from the requirements of this Declaration, or to restrict or revoke Declarant's right of enforcement hereunder provided for in Section 1 of this Article IV. The consent of at least two-thirds (2/3) of the Owners and the approval of Mortgagees holding Mortgages on at least a majority of the Lots shall be required to add or amend any material provision of this Declaration which establishes, provides for, governs or regulates any of the following:

- (a) boundaries of any Lot (except for a boundary change of a Lot adjacent to the Reserved Area due to a conveyance of all or a portion of the Reserved Area as described in Article III, Section 18 of this Declaration);
- (b) leasing of Lots;

BOOK 599 PAGE 140

- (c) responsibility for maintenance and repair of the Entrance Monument;
- (d) imposition of any right of first refusal or similar restriction on the right of any Lot Owner to sell, transfer, or otherwise convey his or her Lot;
- (e) any provisions which are for the express benefit of Mortgagees or insurers or guarantors of Mortgages.

An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors or for clarification only. A Mortgagee who receives a request to approve non-material additions or amendments, who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 4. Term. The covenants and restrictions of this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date this Declaration is recorded; after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then Owners of the Lots, plus Declarant, has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. Provided, however, that the residential use restrictions set forth in Article III, Section 1 of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them in perpetuity.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, all the day and year first above written.

CRESCENT RESOURCES, INC.,
a South Carolina Corporation

ATTEST:

[Signature]
Secretary

By: Robert B. Drenst
VICE - President

[CORPORATE SEAL]

Witnesses:

[Signature]
Carly Watter Barkley