



605571

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M95

RECORD RECORD
SOUTH CAROLINA COUNTY SOUTH CAROLINA COUNTY
STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PROTECTIVE COVENANTS,
EASEMENTS, AND RESTRICTIONS
FOR MOUNTAIN VIEW BAY

C. SMITH; S. SMITH
CLERK AS TO THE LOWER PART OF THE DEED
do hereby covenant and agree to develop said property
into a residential subdivision; and

WHEREAS, the said owners desire and do hereby covenant and agree that the land described herein shall be used for the purposes of a residential subdivision, and shall be subject to the following and enumerated protective covenants, restrictions, and easements for the mutual benefit and profit of the owners, its successors and assigns, which shall run with the land and shall be binding upon the undersigned owners, and be for the benefit of all present and future owners of lots in the said subdivision.

NOW, THEREFORE, for and in consideration of the foregoing, and the benefits flowing to the present and future owners of said lots, the following protective and/or restrictive covenants are imposed on all of said lots.

1. The owners herein reserve the right unto themselves, successors and assigns, to relocate, open, or close streets shown upon the subdivision plat and also reserve the right to revise, resubdivide, and change the size, shape, and dimension, and locations of lots, and these restrictions shall be applicable to resulting lots, and the owners herein also reserve the right to amend these restrictions from time to time as it may see fit, in the best interest of the subdivision; provided, that no such revision shall adversely affect the overall subdivision plan, and no lot sold prior to such revision shall be deprived of any portion of any street on which it bounds, nor shall it be deprived of access to the streets of the subdivision.

2. These lots shall be used solely and exclusively for residential purposes, and no mobile home, trailer, tent, shack, or like structure, may be placed on any lot for use as a dwelling at any time.

3. The exterior of all dwellings, paved driveways, and other structures must be completed within twelve (12) months after construction of same shall have commenced. Any damage to roads or property owned by others caused by contractors or other parties providing labor or service to the lot owners shall be repaired by the lot owners at the lot owners expense.

4. No lot shall be subdivided and only one residential type dwelling may be put on each lot. The provisions of this section shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot or dividing a lot between adjacent property so long as the effect of subdividing does not create an additional lot for building purposes. Following the combining of two (2) or more lots into one (1) large lot or dividing adjacent lots, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

Recorded this 28 day of March, 1991
Vol. 609 Page 53 and certified
10-00
W. Lee C. Smith
Oconee County, S.C.
C.C.P.G.S.

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Consolidation of lots, as described above, must be approved by the Architectural Review Committee and shall be subject to one association membership.

5. No building, dwelling, driveway, wall, fence, sign, swimming pool, tennis court, shall be placed or permitted on said lots without the consent of the Architectural Review Committee as hereinafter established.

6. Any building erected, altered, placed, or permitted to remain on any lot shall have curtain walls or underpinning of masonry construction around the entire perimeter, except for pedestal type home constructions, including porches and steps, but allowing doors, windows, and ventilators.

7. An Architectural Review Committee is hereby established for the regulation, design, appearance, use, and location of the structures to be constructed in this subdivision and have all other authorities reasonably being from and required by these covenants and restrictions so as to preserve and enhance the values and maintain a harmonious relationship amongst the structures of this subdivision. The Architectural Review Committee shall consist of Ewing Devoe Blackston, Donald E. Kroeger, and Jane P. Kroeger and their designees. Upon sale of all lots, the Architectural Review Committee shall be elected by the property owners association.

8. Any alterations of the plans and specifications, changes or deviations from the approved plans and specifications must also be submitted to the Architectural Review Committee for approval.

9. No approval of plans, location or specifications, and no publication or architectural standards or bulletins shall ever be construed as representing or implying that such plans, standards, or specifications will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. Neither the owners nor the Architectural Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications.

10. All dwellings shall be constructed with the use of high quality materials and workmanship, and the heated living area of each said dwelling shall consist of a minimum of two thousand four hundred (2,400) square feet. All two (2) story dwellings shall have a minimum heated living area on the ground floor of not less than one thousand eight hundred (1,800) square feet. No dwelling shall exceed two stories in height excluding basement.

11. No building shall be located on any lot nearer to the lake front line than thirty (30') feet, than to any roadside of a lot nearer than thirty (30') feet, nor nearer to any side lot line than ten (10') feet, nor nearer to any other lot than ten

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(10') feet, provided, however, should these setback requirements create, in the opinion of the owner a hardship, then the Architectural Review Committee may grant a variance.

12. Easements for the installation and maintenance of utilities are reserved over the front line lot of twenty (20') feet and side of lot line of ten (10') feet. All owners of lots in the subdivision hereby agree to accept surface water from culverts and roadways and waive any claim for damages from such.

13. A property owners association shall be established and after completion, the roads and rights of ways shall be deeded to the property owners association, and if for any reason said roads and/or rights of way are not deeded to the county, the maintenance of same shall be the responsibility of the property owners association. All owners of lots in the subdivision hereby agree to sign any and all documents to effect the transfer of roads and/or rights of ways to the county should the property owners association so desire. All owners are required to belong to the homeowners' association and shall benefit from the membership and the responsibilities thereof.

14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no business activities of any kind and type shall be carried on upon the premises.

15. Any fencing used or erected on the premises shall be constructed in a manner so as to enhance the beauty of the development and in keeping with the materials and designs of all structures as approved by the Architectural Committee. All fencing must be constructed in a permanent and professional manner so as not to detract from the subdivision or any improvements thereon, and location to be approved by the Architectural Committee.

16. Each owner, after construction of a dwelling, or any improvements made to the premises, shall maintain the outward appearance of the dwelling or improvements, in such a fashion so as not to detract from the other premises.

17. Trash shall be kept in the rear of each unit and shall be maintained in customary trash containers. No debris, junk, trash, garbage, derelict automobiles, vehicles or refuse may be kept on any lot at any time.

18. No animal shall be kept or permitted to be kept on the premises except for domestic dogs and cats or other household pets; provided, however, no animal shall be kept or bred for commercial purposes on the premises and in no event shall there be more than two (2) pets allowed to be kept on the premises. Any pet kept on the premises as allowed above shall be kept enclosed in a fence on the rear of the premises which is defined as the opposite of the road side.

with the front line lot...

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19. No school buses or trucks, other than pick-up trucks or vans, may be parked on the premises, or on any easement or street or parking area, or in any green space reserved.

20. No automotive or vehicle maintenance may be done on the premises or parking areas or easements or streets or green areas at any time.

21. Each owner shall maintain the yard of its premises so as not to detract from the neighborhood or any other lot within said development.

22. No heavy truck or trailer shall be parked on any lot or in the roadways, easements, or green areas in this subdivision at any time, except for the purposes of loading and unloading; no house trailer, disable vehicle, or unsightly machinery or junk may be placed at any time on any lot either temporarily or permanently and the Architectural Review Committee designated herein shall, at the owner's expense, remove any such house trailer, disabled vehicle, or unsightly machinery or junk from any lot and the owner of such lot shall be responsible for any fees and costs incurred therewith.

23. No signs or advertising displays other than for advertising for the sale of a home or the lot may be placed on any lot or lots in connection herewith or incidental thereto. Said signs shall only be placed on the lot designated for sale.

24. No antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure or lot within said subdivision.

25. All driveways shall have a surface of concrete asphalt or brick.

26. The declaration shall not be liable for damages caused by erosion, washing, or other action of the water of lake Keowee, nor as to the water level of Lake Keowee.

27. 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 persons, entitled to do so to enforce any measure or provision a violation shall not stop or prevent enforcement or be deemed a waiver of the right to do so, and in the event that any enforcement is required by the undersigned, its successors and assigns, or by the Architectural Review Committee, or any other person or entity having a right to enforce these covenants and restrictions, and a person or entity held to violate these covenants and restrictions shall be required to pay fees and costs expended in the enforcement of these covenants and restrictions to include, but not be limited to a reasonable attorney's fee.

28. The foregoing covenants and restrictions are to run with the land and shall be binding upon the undersigned and all

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persons claiming under them for a period of twenty-five (25) years from this date and thereafter for successive periods of ten (10) years each. Any amendment to these covenants and restrictions shall be authorized only by an instrument signed by a majority of the then owners of the lots agreeing to the amendment either in whole or in part, and such amendment must be recorded in the office of the Clerk of Court for Oconee County.

29. Enforcement of these presents shall be proceedings at law and equity against any person or persons or entity violating or attempting to violate any covenant either to restrain such violation or recover damages and invalidation of these covenants by judgment of a Court of competent jurisdiction shall in no way affect any other provisions thereof which shall remain in full force and effect.

WITNESS our hands and seals this 27 day of June, 1991.

WITNESSES:

Suzanne M. Wood _____
Ewing Devoe Blackston (SEAL)
EWING DEVOE BLACKSTON, Owner
Donald E. Kroeger _____ (SEAL)
DONALD E. KROEGER, Owner
Jane P. Kroeger _____ (SEAL)
JANE P. KROEGER, Owner

STATE OF SOUTH CAROLINA }
COUNTY OF OCONEE }

PROBATE

PERSONALLY appeared before me the undersigned witness who being duly sworn says that (s)he saw the within named Ewing Devoe Blackston, Donald E. Kroeger, and Jane P. Kroeger sign, seal and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, together with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 27 day of June, 1991

Suzanne M. Wood _____
Notary Public of South Carolina
My Commission Expires: 5/12/92

FILED FOR RECORD
OCONEE COUNTY
S.C.
JUN 28 3 03 PM '91
SALLIE G. SMITH
CLERK OF COURT

BOOK 0766 PAGE 189

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
FILED FOR RECORD
OCONEE COUNTY
PROTECTIVE COVENANTS,
EASEMENTS, AND RESTRICTIONS
FOR MOUNTAIN VIEW BAY
SECTION III

003212
10 00
JUL 8

WHEREAS, the owner thereof desire to develop said property into a residential subdivision and

WHEREAS, the said owner desire and do hereby covenant and agree that the land described herein shall be used for the purposes of a residential subdivision, and shall be subject to the following and enumerated protective covenants, restrictions, and easements for the mutual benefit and profit of the owner, its successors and assigns, which shall run with the land and shall be binding upon the undersigned owner, and be for the benefit of all present and future owner of lots in the said subdivision, such property is described as follows:

All those certain pieces, parcels or lots of land being known and designated as Lot Number Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty Three (23), Twenty Four (24), Twenty Five (25), Twenty Six (26), and Twenty Seven (27) of MOUNTAIN VIEW BAY, SECTION III, as shown and more fully described on a survey thereof prepared by Michael L. Henderson, dated March 23, 1994 and recorded in Plat Book A258, at Page 8, records of Oconee County, South Carolina.

NOW, THEREFORE, for and in consideration of the foregoing, and the benefits flowing to the present and future owner of said lots, the following protective and/or restrictive covenants are imposed on all of said lots.

1. The owner herein reserve the right unto themselves, successors and assigns, to relocate, open, or close streets shown upon the subdivision plat and also reserve the right to revise, resubdivide, and change the size, shape, and dimension, and locations of lots, and these restrictions shall be applicable to resulting lots, and the owner herein also reserve the right to amend these restrictions from time to time as it may see fit, in the best interest of the subdivision; provided, that no such revision shall adversely affect the overall subdivision plan, and no lot sold prior to such revision shall be deprived of any portion of any street on which it bounds, nor shall it be deprived of access to the streets of the subdivision.

2. These lots shall be used solely and exclusively for residential purposes, and no mobile home, trailer, tent, shack, or like structure, may be placed on any lot for use as a dwelling at any time.

3. The exterior of all dwellings, paved driveways, and other structures must be completed within twelve (12) months after construction of same shall have commenced. Any damage to roads or property owned by others caused by contractors or other parties providing labor or service to the lot owner shall be repaired by the lot owner at the lot owner expense.

4. No lot shall be subdivided and only one residential type dwelling may be put on each lot. The provisions of this section shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot or dividing a lot between adjacent property so long as the effect of subdividing does not create an additional lot for building purposes. Following the combining of two (2) or more lots into one (1) large lot or dividing adjacent lots, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants. Consolidation of lots, as described above, must be approved by the Architectural Review Committee and shall be subject to one association membership.

5. No building, dwelling, driveway, wall, fence, sign, swimming pool, tennis court, shall be placed or permitted on said lots without the consent of the Architectural Review Committee as hereinafter established.

THIS PROPERTY DESIGNATED AS

MAP 209 SUB 00 BLK 02 PARCEL 170

ON OCONEE COUNTY TAX MAPS

By *W. Williams* COUNTY ASSESSOR

Recorded by 4-24-94
Book 74 Page 40100

W. Williams
Recorder, Oconee County, S.C.

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6. Any building erected, altered, placed, or permitted to remain on any lot shall have curtain walls or underpinning of masonry construction around the entire perimeter, except for pedestal type home constructions, including porches and steps, but allowing doors, windows, and ventilators.
7. An Architectural Review Committee is hereby established for the regulation, design, appearance, use, and location of the structures to be constructed in this subdivision and have all other authorities reasonably being from and required by these covenants and restrictions so as to preserve and enhance the values and maintain a harmonious relationship amongst the structures of this subdivision. The Architectural Review Committee shall consist of Ewing Devoe Blackston, Donald E. Kroeger, and Jane P. Kroeger and their designees. Upon sale of all lots, the Architectural Review Committee shall be elected by the property owners association. The Architectural Review Committee may grant a variance of these covenants and restrictions in whole or in part.
8. Any alterations of the plans and specifications, changes or deviations from the approved plans and specifications must also be submitted to the Architectural Review Committee, for approval.
9. No approval of plans, location or specifications, and no publication or architectural standards or bulletins shall ever be construed as representing or implying that such plans, standards, or specifications will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. Neither the owners nor the Architectural Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications.
10. All dwellings shall be constructed with the use of high quality materials and workmanship, and the heated living area of each said dwelling shall consist of a minimum of two thousand four hundred (2,400) square feet. All two (2) story dwellings shall have a minimum heated living area on the ground floor of not less than one thousand eight hundred (1,800) square feet. No dwelling shall exceed two stories in height excluding basement.
11. No building shall be located on any lot nearer to the lake front line than thirty (30') feet, than to any roadside of a lot nearer than thirty (30') feet, nor nearer to any side lot line than fifteen (15') feet, nor nearer to any other lot than fifteen (15') feet, provided, however, should these setback requirements create, in the opinion of the owner a hardship, then the Architectural Review Committee may grant a variance.
12. Basements for the installation and maintenance of utilities are reserved over the front line lot of twenty (20') feet and side of lot line of ten (10') feet. All owners of lots in the subdivision hereby agree to accept surface water from culverts and roadways and waive any claim for damages from such.
13. A property owners association shall be established and after completion, the roads and rights of ways shall be deeded to the property owners association, and if for any reason said roads and/or rights of way are not deeded to the county, the maintenance of same shall be the responsibility of the property owners association. All owner of lots in the subdivision hereby agree to sign any and all documents to effect the transfer of roads and/or rights of ways to the county should the property owners association so desire. All owners are required to belong to the homeowners association and shall benefit from the membership and the responsibilities thereof.
14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which

may be or become an annoyance or nuisance to the neighborhood, and no business activities of any kind and type shall be carried on upon the premises.

15. Any fencing used or erected on the premises shall be constructed in a manner so as to enhance the beauty of the development and in keeping with the materials and designs of all structures as approved by the Architectural Committee. All fencing must be constructed in a permanent and professional manner so as not to detract from the subdivision or any improvements thereon, and location to be approved by the Architectural Committee.

16. Each owner, after construction of a dwelling, or any improvements made to the premises, shall maintain the outward appearance of the dwelling or improvements, in such a fashion so as not to detract from the other premises.

17. Trash shall be kept in the rear of each unit and shall be maintained in customary trash containers. No debris, junk, trash, garbage, derelict automobiles, vehicles or refuse may be kept on any lot at any time.

18. No animal shall be kept or permitted to be kept on the premises except for domestic dogs and cats or other household pets; provided, however, no animal shall be kept or bred for commercial purposes on the premises and in no event shall there be more than two (2) pets allowed to be kept on the premises. Any pet kept on the premises as allowed above shall be kept enclosed in a fence on the rear of the premises which is defined as the opposite of the road side.

19. No school buses or trucks, other than pick-up trucks or vans, may be parked on the premises, or on any easement or street or parking area, or in any green space reserved.

20. No automotive or vehicle maintenance may be done on the premises or parking areas or easements or streets or green areas at any time.

21. Each owner shall maintain the yard of its premises so as not to detract from the neighborhood or any other lot within said development.

22. No heavy truck or trailer shall be parked on any lot or in the roadways, easements, or green areas in this subdivision at any time, except for the purposes of loading and unloading; no house trailer, disable vehicle, or unsightly machinery or junk may be placed at any time on any lot either temporarily or permanently and the Architectural Review Committee designated herein shall, at the owner's expense, remove any such house trailer, disabled vehicle, or unsightly machinery or junk from any lot and the owner of such lot shall be responsible for any fees and costs incurred therewith.

23. No signs or advertising displays other than for advertising for the sale of a home or the lot may be placed on any lot or lots in connection herewith or incidental thereto. Said signs shall only be placed on the lot designated for sale.

24. No antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure or lot within said subdivision.

25. All driveways shall have a surface of concrete asphalt or brick.

26. The declaration shall not be liable for damages caused by erosion, washing, or other action of the water of lake Keowee, nor as to the water level of Lake Keowee.

27. 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

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lot; failure by the undersigned or any other person or persons entitled to do so to enforce any measure or provision a violation shall not stop or prevent enforcement or be deemed a waiver of the right to do so, and in the event that any enforcement is required by the undersigned, its successors and assigns, or by the Architectural Review Committee, or any other person or entity having a right to enforce these covenants and restrictions, and a person or entity held to violate these covenants and restrictions shall be required to pay fees and costs expended in the enforcement of these covenants and restrictions to include, but not be limited to a reasonable attorney's fee.

28. The foregoing covenants and restrictions are to run with the land and shall be binding upon the undersigned and all persons claiming under them for a period of twenty-five (25) years from this date and thereafter for successive periods of ten (10) years each. Any amendment to these covenants and restrictions shall be authorized only by an instrument signed by a majority of the then owner of the lots agreeing to the amendment either in whole or in part, and such amendment must be recorded in the office of the Clerk of Court for Oconee County.

29. Enforcement of these presents shall be proceedings at law and equity against any person or persons or entity violating or attempting to violate any covenant either to restrain such violation or recover damages and invalidation of these covenants by judgment of a Court of competent jurisdiction shall in no way affect any other provisions thereof which shall remain in full force and effect.

WITNESS our hands and seals this 30 day of March, 1994.

WITNESSES:

[Signature]

[Signature] (SEAL)
ERNEST E. ALEXANDER

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me the undersigned witness who being duly sworn says that (s)he saw the within named Ernest E. Alexander sign, seal and as his act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, together with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 30 day of March, 1994

[Signature]
Notary Public of South Carolina
My Commission Expires: 5/27/01

FILED FOR RECORD
OCONEE COUNTY
S.C.
MAR 31 4 35 PM '94
SALLIE C. SMITH
CLERK OF COURT