

DECLARATION OF PROTECTIVE COVENANTS
FOR VISTAS AT KEOWEE SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS FOR VISTAS AT KEOWEE SUBDIVISION ("Declaration") is made this 16th day of May, 1989, by Resort Real Estate of Naples, Inc., a Florida Corporation, doing business in South Carolina as Vistas at Keowee ("Declarant").

RECITALS

Declarant is the owner and developer of the real property described in Exhibit A attached hereto and incorporated herein by reference ("Property"). The property is contained within a development known as Vistas at Keowee, located in Pickens County, South Carolina.

Declarant, by execution and recordation of this Declaration, wishes to establish a lot subdivision within the Property known as Vistas at Keowee consisting of Lots and Roads, all as more fully defined in ARTICLE I of this Declaration ("Subdivision").

ARTICLE I

DEFINITIONS

As used in this Declaration and the exhibits attached hereto, and all amendments and supplements thereto, the following definitions shall prevail, unless the context clearly requires a different meaning:

- A. The term "Committee" shall mean the Environmental Control Committee for Vistas at Keowee.
- B. The term "Declarant" means Resort Real Estate of Naples, Inc., a Florida corporation, doing business in South Carolina as Vistas at Keowee, its successors and assigns.
- C. The term "Declaration" means this Declaration of Protective Covenants for Vistas at Keowee, as the same may be amended from time to time.
- D. The term "Improvement" means any building, driveway, fence, retaining and other walls, hedges, poles, antennas, or other structure of any type or kind.
- E. The term "Lot" means any numbered lot designated on a plat of the Subdivision.

- F. The term "Owner" shall mean any Person owning a Lot in the Subdivision, including those who purchase under contract, but shall not include a mortgagee, unless that mortgagee has acquired title pursuant to foreclosure or process in lieu of foreclosure.
- G. The term "Person" shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- H. The term "Roads" shall mean those areas designated as such on a recorded plat of the Subdivision.
- I. The term "Single Family Dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage, or legal adoption, or a group of not more than (3) adult persons not so related, maintaining a common household in such dwelling.
- J. The term "Subdivision" shall mean the Property comprising the Vistas at Keowee Subdivision, consisting of Lots and Roads.

ARTICLE II

SUBMISSION OF LOTS

Declarant hereby submits the Lots to the provisions of this Declaration. Upon recordation of this Declaration and the concurrent recordation of a plat for the Subdivision depicting the dimensions and locations of the Lots, the Lots shall be held, hypothecated, encumbered, and used, occupied, improved, maintained, transferred, sold, leased, assigned, conveyed, increased, modified, or altered in accordance with the provisions of this Declaration. The provisions of this Declaration shall constitute restrictive and protective covenants, conditions, restrictions, and reservations which shall run with each and every Lot and all Improvements thereon, which shall bind and inure to the benefit of the Declarant, its successors and assigns and all Owners, their heirs, successors and assigns.

The Lots are subject to the covenants, conditions, restrictions, and reserved rights of Declarant contained in this Declaration, and all other easements or restrictions of record in the Office of the Clerk of Courts of Pickens County, South Carolina.

ARTICLE III

LAND DESIGNATION AND USE

The Property comprising the Subdivision consists of two separate land use areas, designated and defined herein and depicted upon the Subdivision plat as Lots and Roads.

- A. Lots. Each Lot is individually numbered and the boundaries of each is depicted on the Subdivision plat recorded concurrently with this Declaration. No Lot bears the same identifying number. Each Lot shall be restricted to a Single Family Dwelling.
1. Each Single Family Dwelling shall have a fully enclosed floor area of not less than 2,000 square feet exclusive of roofed or unroofed porches, terraces, garages, or any out buildings. A multi-level dwelling shall have a minimum of 1600 square feet on the main living level above ground.
 2. Each Single Family Dwelling shall have an attached garage of sufficient size to enclose all vehicles located or kept on any such Lot; garage doors shall not face a Road within the Subdivision.
 3. Each Single Family Dwelling shall have a paved driveway.
 4. All outside lighting must have the prior approval of the Committee.
 5. The location and type of mailbox, outside clothes drying lines and outside antennas must have the approval of the Committee prior to installation.
 6. Each Single Family Dwelling shall be constructed:
 - a. not less than twenty-five (25) feet from the road right-of-way line;
 - b. not less than twenty-five (25) feet from the rear Lot line;
 - c. not less than ten (10) feet from the side Lot line.

The setback requirements outlined above may be modified by written variance granted by the Committee, if the Committee determines that application to a particular Lot will unreasonably limit the use of a Lot by its Owner and effectively deprive that Owner of an appropriate construction site on the Lot.

7. Use. Each Lot shall be used as a Single Family Dwelling, and said Lots shall not be used for any commercial, business or noxious activity.
- B. Roads. All real property in the Subdivision designated as Roads on the Plat (or any supplement or amendment thereto), except those Roads identified as State Roads which are public ways, are and shall remain private property, and Declarant's recordation of the Plat (or any supplement or amendment thereto) shall not be construed as a dedication to the public of any such non-public Roads depicted thereon.
1. Ownership. Declarant will convey all non-public Roads to the property Owners free and clear of all liens and encumbrances (other than liens for taxes), but subject to such easements, rights-of-way and restrictions as then appear of record.
 2. Use. The use and enjoyment of the Roads shall be for all property Owners of the Vistas at Keowee Subdivision. Declarant reserves the right to reasonable use of the Roads in connection with its sales and development programs.
 3. Maintenance. Maintenance, repair, and replacement of the Roads shall be the obligation and responsibility of Declarant until conveyance to the property Owner; thereafter the property Owner shall have sole responsibility therefore.
 4. Subsequent Dedication. At any time after conveyance to the property Owners of any Roads, the property Owners upon the affirmative vote of three-fourths (3/4) of them, may offer any of such Roads for dedication to public use. Such offer shall be subject to acceptance by the appropriate governmental authority pursuant to its then applicable standards.

ARTICLE IV

LOT RESTRICTIONS

The following shall be applicable to all Lots within the Subdivision and for each Owner, as to his Lot, covenants to observe and perform the same:

- A. Accessory Outbuildings. Without the approval of the Committee, no accessory outbuildings shall be erected on any Lot prior to the erection thereon of a dwelling. Without the approval of the Committee, no accessory outbuildings of any type shall be placed on any Lot. In no event shall any such accessory outbuildings, partially completed or temporary structure, ever be used for human occupancy or habitation.
- B. Completion of Construction. Construction of any improvements, once commenced, shall be completed within twelve (12) months. Improvements not so completed or upon which construction has ceased for 90 consecutive days or which have been partially or totally destroyed and not rebuilt within twelve (12) months shall be deemed to be nuisances. Declarant may remove any such nuisance or repair or complete the same at the cost of the Owner.
- C. Prohibition Against Used Structures. Without the approval of the Committee, no used buildings or structures of any type shall be placed on any Lot.
- D. Maintenance of Lots. All Lots, whether occupied or unoccupied, and any Improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Committee shall have the right, through its agents and employees, to do so, the cost of which shall be the responsibility of the Owner. The Committee or any of its agents, employees or contractors shall not be liable for any damage which may result from any maintenance work as performed. Unpaid charges shall become a lien upon the Lot or Lots to which they are applicable as of the date same become due.
- E. Disposal of Sanitary Wastes. All plumbing fixtures, dishwashers, toilets and other devices for disposal of household wastes shall be connected to a sewage disposal system approved by the Committee and appropriate governmental authorities. No wastes or materials of any kind shall be disposed of into any stream or Lake Krowee.
- F. Fences. The type and location of any fences, hedges or walls must have the prior approval of the Committee. All property lines shall be kept free and open.
- G. Nuisances. No noxious or offensive activities or nuisances shall be permitted on any Lot.

- H. Signs. No person, except the Declarant, shall erect or maintain upon any Lot or Improvement any sign or advertisement, unless prior approval is obtained from the Committee.
- I. Animals. No animals shall be kept or maintained on any Lot, except one dog or one cat which shall be kept reasonably confined and controlled so as not to become a nuisance.
- J. Garbage and Refuse Disposal. No Owner shall burn trash, garbage or other like household refuse without a permit from the Committee, nor shall any Owner accumulate on his Lot junked vehicles or litter, refuse or garbage, except in receptacles intended for such purpose. No Owner shall allow garbage or other trash to remain on his Lot for such period of time that it becomes a nuisance.
- K. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks on any Lot shall be either buried below the surface of the ground or screened to the satisfaction of the Committee. Every receptacle for ashes, rubbish or garbage shall be installed underground or be so placed and kept so as not to be visible from any road within the Subdivision, except at the times when refuse collections are made.
- L. Restrictions on Temporary Structures. No travel trailer or tent shall be placed or erected on any Lot nor shall any overnight camping be permitted on any Lot until after the construction of a dwelling thereon. At no time shall a mobile home be placed on a Lot. No automobile, truck, motor home, motorcycle, travel trailer, camper, boat trailer, boat or tent shall be allowed to remain on any Lot for more than twenty-four (24) hours unless stored in an enclosed garage, without authorization by the Committee.
- M. Removal of Trees. No tree over three inches in diameter may be removed from any Lot without the prior written consent of the Committee.
- N. Limited Access. There shall be no access to any Lot on the perimeter of the Subdivision except from designated Roads within the Subdivision.
- O. Ditches and Swales. Each Owner shall keep drainage ditches and swales located on his Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his Lot as may be reasonably required for proper drainage.

P. Resubdivision of Lots. No Lot shall be further subdivided.

Q. Drilling and Mining. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

R. Limitation of Ownership Rights. No Owner of a Lot adjacent to or bordered by a stream shall have rights with respect to such stream, the land thereunder, the water therein, or its elevation, use or conditions, nor shall such Owner have any riparian rights incident or appurtenant thereto.

S. Water Services and Sewage Disposal Services. Subject to the approval of the appropriate governmental agencies, Declarant has constructed an extension of the Six Mile Rural Community Water District service line into the Subdivision with availability to each Lot.

Upon any said Owner making a written request therefore, and paying the Six Mile Rural Community Water District a tap fee therewith in accordance with said Rules and Regulations and Conditions of Service for Water Service, or such other amount as is approved or passed to file therefore by said South Carolina Utilities Commission or its successor, a tap to a waterworks system distribution main and connection to Owner's Lot line will be installed. The amount of said charges and other are subject to change hereafter by order of the South Carolina Utilities Commission or its successor in accordance with then existing law.

Declarant does not represent or guarantee that a central sewage disposal system will be constructed.

ARTICLE V

ENVIRONMENTAL CONTROL COMMITTEE

A. General Powers. All improvements constructed or placed on any Lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans and specifications, shall show the location of all improvements, if any, existing upon said Lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Committee may require, including soil, engineering and Geologic reports and recommendations.

All improvements, alterations, repairs, change of paint color, excavations, changes in grade, cutting of trees or underbrush, or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state must have the prior approval of the Committee.

- B. Committee Membership. The Committee shall be composed of not more than three members, to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant.
- C. Grounds for Disapproval. The Committee may disapprove any application:
 1. If such application does not comply with this Declaration;
 2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvements on the Lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or
 3. If in the judgement of a majority of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Subdivision, or with the improvements erected on other Lots.
- D. Rules and Regulations. The Committee shall from time to time adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications, required number of copies of plans and specifications, provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc.
- E. Variances. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to Owners of other Lots.

- F. Certification of Compliance. At any time prior to completion of construction of an Improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, Owner or a licensed surveyor that such Improvement does not violate any setback, ordinance or statute, nor encroach upon any easement or right-of-way of record, or vary from the approved plan.
- G. Administrative Fees. To defray its expenses, the Committee may institute and require a reasonable administrative fee, payable to the Declarant to accompany the submission of plans and specifications, to be not more than one-fourth (1/4) of one percent (1%) of the estimated cost of the proposed Improvement, subject to a minimum fee of \$25.00. No additional fee shall be required for resubmission.
- H. Liability. Notwithstanding the approval by the Committee of plans and specifications of it's inspection of the work in progress, neither it, Declarant, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of Improvements constructed pursuant thereto.
- I. Restriction on Construction of Model Homes. Model or exhibit homes shall be built only with the prior written permission of the Committee.

ARTICLE VI

EASEMENTS

- A. Reservations. The following easements over each Lot and the right to ingress or egress to the extent reasonably necessary to exercise such easements, are reserved to Declarant and its licenses:
 - 1. Utilities and Drainage. A ten foot wide strip running along the inside of the side Lot lines, a five foot wide strip running along the inside of the road right-of-way lines and a 25 foot wide strip running along the inside of the rear Lot line, for drainage and the installation, maintenance and operation of the utilities, including radio and TV transmission cables, and the accessory right to locate guy wires, braces or

anchors, to cut, trim or remove trees and plantings wherever necessary upon such Lots in connection with such installation, maintenance and operation.

- 2. Slope and Drainage. A five foot wide easement running along the inside of all road right-of-way lines for the purpose of cutting, filling drainage and maintenance of slopes and drainage course.
- 3. Private Roads. An easement on, over and under all roads in the Subdivision for the purpose of installing, maintaining and operating utilities thereon or thereunder; for the purpose of drainage control; for access to any Lot or Parcel and for purposes of maintenance of said roads.
- 4. Other Easements. A 15 foot easement along the rear Lot lines of Lots 11 and 12 and any other easements shown on the Plat or constructed as of this date.

B. Use of and Maintenance by Owners. The areas of any Lots affected by the easements reserved herein shall be maintained continuously by the Owner of such Lot, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the Owner except those for which a public authority or utility company is responsible.

C. Liability for Use of Easements. No Owner shall have any claim or cause of action against Declarant or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the Plat except in cases of willful or wanton misconduct.

ARTICLE VII

ANNEXATION OF ADDITIONAL PROPERTY TO SUBDIVISION

A. Property to be Annexed. Declarant may, from time to time and in its sole discretion, annex to the Subdivision any other real property owned by Declarant which is contiguous or adjacent to or in the immediate vicinity of the Subdivision.

B. Manner of Annexation. Declarant shall effect such annexation by recording a Plat of the real property to be annexed and by recording a Supplemental Declaration which shall:

1. Describe the real property to be annexed and designate the permissible uses thereof. If no designation is made such real property shall be deemed single family residential as defined herein.
2. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Areas; and,
3. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of the Declaration. Upon the recording of such Plat and Supplemental Declaration, the annexed area shall become a part of the Subdivision, as fully as if such area were part of the Subdivision on the date of recording this Declaration.

ARTICLE VIII

REVISION OF PLATS

Notwithstanding the provisions and conditions herein contained, Declarant intends to prepare and record Subdivision plats and does hereby reserve unto itself, its successors and assigns, the right to relocate, open, or close Roads shown on such plats, and to revise, resubdivide and change the size, shape and dimensions and locations of unsold Lots in said Subdivision; and upon such relocation, opening or closing of Roads or revision or changing of size, shape, dimensions and locations of Lots, the covenants, conditions, restrictions and reservations hereby imposed shall be applicable to the resulting Lots in lieu of the Lots as originally shown on said plat prior to such revision, relocation or change, provided, however, that no Lot sold prior to such revision, relocation or change shall be deprived of that portion of the street or streets on which it bounds nor of access to such Lot from the streets or Roads in the Subdivision.

ARTICLE IX

REMEDIES

- A. Enforcement. Declarant and each person to whose benefit this Declaration inures may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.
- B. Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

ARTICLE X

GRANTEE'S ACCEPTANCE

Each grantee or purchaser of any Lot shall, by execution of a contract of sale or acceptance of a deed conveying title thereto, or a subsequent Owner of such Lot, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Committee. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenants, consents and agrees to and with Declarant and the grantee or purchaser of each other to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

ARTICLE XI

SEVERABILITY

Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

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ARTICLE XII

CAPTIONS

Paragraph captions in the Declaration are for convenience only and do not in any way limit or amplify the terms of provisions hereof.

ARTICLE XIII

TERM

The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Subdivision until January 1, 2019, after which time the same shall be extended for successive periods of ten years each unless prior thereto a majority of the then Lot Owners vote at a duly constituted meeting not to continue these provisions in effect.

ARTICLE XIV

AMENDMENT

This Declaration may be amended by the affirmative vote of three-fourths (3/4) of the Owners of all Lots in the Subdivision entitled to vote and recording an amendment to this Declaration duly executed by the requisite number of such Owners required to effect such amendment

Notwithstanding the above, the Declarant, as long as it has record title to at least 25% of the Lots in the Subdivision, reserves the right at any time to amend the Declaration and/or plat as may be required by any lending institution or public body, or in such manner as Declarant may determine to be necessary to carry out the purposes of the Subdivision in such way as to be beneficial to all Lot Owners or to further clarify and to explain the obligations and responsibilities of Lot Owners and the Declarant.

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IN WITNESS WHEREOF, Resort Real Estate of Naples, Inc., has caused this instrument to be executed in its corporate name by its President and attested by its Secretary on this 16th day of May, 1989.

RESORT REAL ESTATE OF NAPLES, INC., [SEAL]

By: Anne Kisman
President

ATTEST:

By: Richard T. [Signature]
Secretary

Signed, Sealed and Delivered in the Presence of:

Brenda G. Simpson
Wilma G. Baggs



6089
15.00
Vistas at Keowee

State of South Carolina)
County of Oconee)

PROBATE

PERSONALLY APPEARED before me BRENDA G. SIMPSON who being first duly sworn, says that (s)he saw the within named Resort Real Estate of Naples, Inc., by and through its duly authorized officers, sign, seal and as its act and deed deliver the within written Declaration of Protective Covenants for Vistas at Keowee, for the uses and purposes therein expressed, and that (s)he, with Wilma G. Baggs, witnessed the execution thereof.

SWORN to before me

Brenda G. Simpson

this 16th day of May, 1989

Brenda N. Klean (LS)
Notary Public for South Carolina

My Commission Expires: June 18, 1989

The within instrument was filed or record on the 17th day of

May, 1989 R

In book 65, 152

Clerk of Court and P.M.C.
Oconee County, S. C.

EXHIBIT A

ALL that certain piece, parcel or tract of land lying and being situate in Gap Hill-Hurricane Township, County of Pickens, State of South Carolina, shown on a plat thereof by WAYNE R. GARLAND, R.L.S., dated 9/08/88, and according to said plat having the following metes and bounds, courses and distances, to wit:

BEGINNING on an old nail and cap in the center of S39 157 (SCHD Dkt. #39-546, dated 9/24/79, Sheet 11 & 12);
 Thence S 21° 59' 44"E-99.88';
 Thence S 32° 23' 33"E-100.06';
 Thence S 42° 17' 21"E-100.31';
 Thence S 47° 29' 18"E-99.83';
 Thence S 71° 23' 45"W-20.04';
 Thence S 88° 02' 00"W-414.12';
 Thence S 84° 13' 10"W-31.42', to a point 5 ft N of a branch;
 Thence a line along a branch, following the meanders thereof, the center of the branch being the line, on the following traverses:
 N 52° 41' 50"W-34.43', to a point 4 ft N of center of said branch;
 Thence N 81° 14' 10"W-92.03', to a point 3 ft N of center of said branch;
 Thence S 45° 02' 30"W-30.57', to a point 1 ft N of center of said branch;
 Thence N 81° 21' 10"W-38.01', to a point 4 ft N of center of said branch;
 Thence S 63° 57' 50"W-104.86', to a point 3 ft N of center of said branch;
 Thence N 70° 36' 10"W-64.99', to a point 7 ft N of center of said branch;
 Thence N 85° 24' 30"W-55.33', to a point 5 ft N of center of said branch;
 Thence N 80° 58' 30"W-93.66', to a point 7 ft N of center of said branch;
 Thence N 80° 58' 30"W-39.48', to a point 10 ft N of center of said branch;
 Thence S 56° 30' 30"W-57.93', to a point 5 ft N of center of said branch;
 Thence N 84° 47' 30"W-36.49', to a point 9 ft N of center of said branch;
 Thence N 74° 45' 50"W-88.58', to a point 9 ft N of center of said branch;
 Thence N 64° 19' 30"W-84.74', to a point 9 ft. N of center of said branch;
 Thence N 13° 25' 30"E-1040.69';
 Thence N 27° 33' 57"W-100.99';
 Thence S 36° 51' 25"E-696.90';
 Thence S 56° 04' 55"W-12.00';
 Thence S 32° 02' 35"E-117.22';
 Thence S 43° 12' 00"E-93.58';
 Thence S 50° 32' 58"E-92.75';
 Thence S 51° 46' 48"E-133.08';
 Thence N 56° 07' 11"E-112.00' to the Beginning.
 Containing 14.367 Acres, more or less, including 12 Lots and Roads.