

dated this April 6, 1995
Book 412 Page 176
Clerk of Court, Newberry Co., S. C.
By Jackie S. Rowland

Plat No. 412 ... 176

SUMMERSET BAY RESTRICTIONS

01459

WHEREAS, it is the desire of the said Westside Land & Timber Co., Inc., to place the following Restrictive Covenants which are to apply to all of the lots in that Subdivision known as Summerset Bay as shown on a new survey and subdivision thereof prepared by Donald J. Smith Inc., dated 4/4/95, and recorded in Plat Book D-34, at Page 849, in the Office of the Clerk of Court for Newberry County. These Covenants and Restrictions specifically covers Summerset Bay Subdivision and all lots which have already been sold in Summerset Bay Subdivision.

1. All lots in the Subdivision shall be utilized as residential lots and no structure shall be erected, built or permitted to remain on any lot other than one house and one approved out building per lot.

a. Each lot shall contain no more than one residence designed for a single family occupancy only, not to exceed 2 1/2 stories in height, and the private garage, and other out buildings strictly incidental to residential use of the lot. No duplexes or multi-family structures shall be erected on any lot, nor shall any commercial shops or businesses be permitted.

b. Westside Land & Timber, Co., Inc., and subsequent purchasers may sell and convey a portion of any lot to the owners of any adjoining lot in this subdivision, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than shown on the plat herein referred to.

c. No dwelling shall have less than 1250 square feet of heated floor space for a single story home and 1600 square feet of heated floor space for a one and a half or two story home. The floor space required by this Paragraph "c" shall not include basements, porches, verandas, breezeways, or garages or any other unheated area. No modular homes or mobile homes are permitted in the Subdivision.

d. No building (whether it be a house or a secondary structure) shall be erected on any lot until the design, elevation, location, architectural style, color, and sample materials of roofing and siding have been submitted for approval 30 days prior to the beginning of construction and approved in writing by Westside Land & Timber Co., Inc., its successors and assigns.

If a written response to the request for the design and location of the proposed structural improvements, including, but not limited to, fences, shall not have been returned to owner within thirty (30) days after being so submitted to Westside Land & Timber Co., Inc., then such approval shall not be required, provided that the design and location of the structural improvements shall conform to and be in harmony with the existing structures in the development. In no event shall concrete blocks be used in the construction of any house, unless the exterior walls are faced with brick or some other

412 177

material approved by Westside Land & Timber Co., Inc., its successors and assigns. Asbestos siding is specifically prohibited as a building material.

e. Construction of any dwelling shall be completed within 9 months of commencement. During construction all parking shall be on said property with gravel drive installed with concrete pipe for drainage to minimize mud onto road. Any damage to road or shoulders by lot owner or invited guests or contractors hired by lot owner shall be the financial responsibility of the lot owner. Repairs of road or shoulders must be completed within 14 days of damage and repairs must be made to restore the road or shoulder to its original condition. Proper erosion prevention measures such as silt fencing, hay bales and rip rap stone shall be used to minimize the soil from leaving the site of any owner into the lake or to adjoining lot.

f. Secondary building must: (a) be approved by Westside Land & Timber Co., Inc., its successors and assigns; (b) be constructed so as to be in keeping with the surrounding standards of this development; (c) not be closer than ten (10) feet to any property line. Outbuilding shall be in conformity with the exterior of the home, and have a gable roof with a roof pitch of at least a four (4') foot rise to a twelve (12') foot run and be limited to one per lot. no secondary buildings or other outbuildings located or erected on any lot in said subdivision shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

2. Westside Land & Timber Co., Inc., herein reserves unto itself, successors and assigns, drainage and utility easements along side lot lines being 10 feet on each side thereof except along the lake frontage.

3. No primary buildings or structure shall be located on any residential lot nearer than 10 feet from the side lines of the lot, 75 feet from the lake and 75 feet from the Roadway, without approval of the Architectural Committee.

4. No trade, business, sales or similar acts shall be carried on in the Subdivision nor shall anything be done thereon, which might become a nuisance to the neighborhood, either public or private. No business shall be conducted in the Subdivision and no signs or other advertisement shall be place in the Subdivision to notify members in the Subdivision or the public at large of the conducting of any business whatsoever by any owner or user of any lot in the Subdivision. In addition no store, shop, garage, brewery, distillery or other place for the manufacture or sale of alcoholic beverages shall be carried on, suffered or allowed upon any part of said tract of land or any lot in said Subdivision. For sale or for rent signs shall be no larger than 2' X 2' and must be professionally painted or printed for sale, one per lot.

5. Boundary lines between lots may be moved from time to time to facilitate drainage needs between adjoining lots. This shall be done by agreement between adjoining landowners and approval of the Developer so long as the Developer has lots remaining to sell. When Westside Land & Timber Co., Inc., has no further lots to sell, the Architectural Committee shall be responsible for approving or disapproving changes in boundary lines.

6. Any tanks, barrels, or containers for fuel oil, gas or heating oil (unless prohibited by DHEC or other laws, rules or regulations) shall be placed below ground level or screened from view and all trash, garbage or other waste cans or containers shall be screened from public view.

7. Lots are prohibited from "clear cutting" of all trees. Thinning of trees 6" in diameter or larger will be limited to an amount necessary to construct the planned residence and maintain such residence in a safe manner and 50% of the total trees between the house and lake and 50% between the house and road. Lots shall be kept clear of all debris and yards are to be mowed periodically. If lot is graded or cleared of its natural state, but no residence constructed, said lot shall be maintained by vegetation such as grass and said lot shall be mowed at least 2 times annually.

8. No unlicensed or inoperable motor vehicles shall be left on premises for a period of time in excess of thirty (30) days; and no automobile having property damage shall stay on any premises in the subdivision without repair for a period of time in excess of thirty (30) days. No tractor trailers, dump trucks, mobile homes, or anything with more than four wheels, are allowed to remain on said property, except a pickup with dual rear wheels used for daily transportation or except as may be housed in a garage or storage building screened from view, or as provided in Paragraph twelve (12) below.

9. No private vehicle of any sort shall be parked permanently on any street or roadway within the development. Owners shall be required to furnish adequate parking for their own vehicles within the confines of their property.

10. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that of dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and do not create an annoyance or nuisance to the other lot owners.

12. One PROFESSIONALLY manufactured recreational vehicle or Travel Trailer shall be allowed for temporary weekend or vacation use only. Said Vehicles or Trailers may not be used for permanent house and must be removed after a maximum of seven (7) consecutive days. Said Vehicles or Trailers may not be used as housing during construction of dwelling. Recreational vehicles or Travel Trailers are subject to towing at owner's expense if left on property longer than seven (7) consecutive days. No permanent decking or foundation will be attached to said Vehicle or Trailer for use on any Subdivision lot. Anyone determined to be in violation of this privilege by the Architectural Committee will relinquish all future privileges for said temporary use.

13. No fences over four feet high shall be constructed unless with the approval of Westside Land & Timber Co., Inc. Chain Link fences are prohibited.

14. No Satellite dishes larger than 18" shall be allowed and shall be contained behind the home and hidden as best as possible from public view. Location of some, needs to be approved by Westside Land & Timber Co., Inc.

15. The discharging of firearms is prohibited at all times whether for target practice or otherwise.

16. In addition to the rights and easements reserved in Paragraph 2, Grantor, Westside Land & Development Co., Inc., or its assigns, reserves the right and easement to lay or place or authorize the laying or placing of sewer, gas and water pipes, telephone, telegraph and electric poles along any of the streets shown on said recorded plat without compensation or consent of any lot owner and without the necessity of any municipality, public utility or governmental entity having to condemn the property for such as easement. This right of way shall extend no more than ten feet along the front property and such right of way shall exist for the maintenance and repair of such utilities, and Westside Land & Timber Co., Inc. shall return such easement area to its original state once such utilities are installed.

17. The invalidation of any one of the covenants herein shall in no way affect the other provisions, which shall remain in full force and effect.

18. Any violation by any person, (whether or not a property owner in the subdivision) shall entitle any owner of any lot in the subdivisions or any person leasing any property in the subdivision to prosecute by law or in equity any person violating or attempting to violate any of the terms and conditions of this agreement and also to recover damages, therefore for such violations including a reasonable allowance for attorney's fees in the event such person is successful in upholding and defending these covenants.

19. The Covenants and Restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the said Westside Land & Timber Co., Inc., its successors and assigns, as well as those set out in item 18 above, and can only be amended by affirmative vote of 75 % of the lot owners in said subdivision or by Westside Land & Timber Co., Inc. prior to sale of 75 % of the property. For the purposes of these covenants and restrictions each lot whether sold or not shall carry one vote.

20. Westside Land & Timber Co., Inc. shall have the right to add or delete additional lots on the property designated as "future development property" on the above said plat, and these restrictions shall bind said property.

21. There shall be an Architectural Committee to approve the architectural aspects and location of residences or any structures as set out in these restrictions. This Architectural Committee shall be the Westside Land & Timber Co., Inc., so long as Developer owns 75 % of the lots in this development. As soon as Westside Land & Timber Co., Inc. owns less than 75 % of the lots, Westside Land and Timber Co., Inc. shall appoint three persons (who may or may not be property owners) as the Architectural Committee. The members shall serve as such for two years. Upon the expiration of said two years,

