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Clerk of Court, Newberry Co., S. C.
By Jacques S. Bennett

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SUMMERSET POINT SUBDIVISION RESTRICTIONS

WHEREAS, it is the desire of Summerset Marketing & Development Corp. (hereinafter referred to as the Developer) to place the following Restrictive Covenants which are to apply to all of the lots in that Subdivision known as Summerset Point as shown on a new survey and subdivision thereof prepared by Newby-Proctor & Associates, dated 3-24-91, and recorded in Plat Book 490 at Page 8 in the Office of the Clerk of Court for Newberry County. These Covenants and Restrictions specifically cover Summerset Point Subdivision and all lots which have already been sold in Summerset Point Subdivision as well as future lots to be developed in Summerset Point 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. The Developer, 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 story 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.
 - 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 Developer, 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 Developer, or its successors and assigns, 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 material approved by Developer, 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 Developer 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 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. Developer 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, 40 feet from the lake, and 440 contour lake, and 50 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 placed 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'x2' 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 Developer 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 60% 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 not 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 truck 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. This determination shall be of the sole discretion of the Architectural Committee and will be final without recourse of legal action by any lot owner.

13. No fences over four feet high shall be constructed unless with the approval of Developer, its successors or assigns. 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 Developer, its successors or assigns.

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, Developer, 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 Developer, its successors or assigns, 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 Developer, its successors and assigns, as well as those set out in Paragraph 18 above, and can only be amended by affirmative vote of 75% of the lot owners in said subdivision or by Developer 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. The Developer, its successors and assigns, 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 Developer, so long as Developer owns 75% of the lots in this development. As soon as Developer owns less than 75% of the lots, Developer 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, Owners shall vote on new members and terms.

22. No mobile home, trailer or manufactured housing of any type or description shall

be constructed, built, installed or otherwise placed on the property. This restriction shall run with the land.

23. For the purposes hereof, Developer shall refer to any successor or assign of such entity which accepts the rights and duties of such entity hereunder by a written document signed by such successor and recorded in the Office of the Clerk of Court for Newberry County, State of South Carolina. The provisions hereof shall not be binding on any party until such party shall have agreed hereto in writing.

IN WITNESS WHEREOF, Summerset Marketing & Development Corp. has caused these covenants and restrictions to be executed this 3rd day of July, 1997.

In the presence of:

SUMMERSET MARKETING & DEVELOPMENT CORP.

Brett Banks
Martha Elliott A. Womack

By: Scott Shively
Its President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY appeared before me the undersigned witness who, after being duly sworn, deposes and states that (s)he saw the within named Summerset Marketing & Development Corp. by Scott C. Shirley, its President sign, seal, and as its act and deed deliver the within written Summerset Point Subdivision Restrictions, and that (s)he with the other witness subscribed witnessed the execution thereof.

Brett Barber

SWORN to before me this 3rd

day of July, 1997.

Martha Elliott Owsen
Notary Public for South Carolina

My Commission Expires: March 26, 2007