

THESE COVENANTS ARE SUBJECT TO ARBITRATION IN ACCORDANCE WITH
CHAPTER 48, TITLE 15 OF THE SOUTH CAROLINA CODE OF LAWS AS
PROVIDED FOR IN ARTICLE XIII

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESTRICTIVE COVENANTS, CONDITIONS AND EASEMENTS

BAREFOOT COVE SUBDIVISION

January 16, 2007

Reference Plat Book _____ at page _____

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ARTICLE I
ESTABLISHMENT OF RESTRICTIVE COVENANTS

These Restrictive Covenants and Easements shall apply to the Subdivision known as Barefoot Cove as shown by a Plat by Barry L. Collins, dated June 21, 2005, last revised, January 8, 2007 and filed with the Register of Deeds of Oconee County in Plat Book _____ at Page _____ ("the Plat").

ARTICLE II
DEFINITIONS

1. **Definitions:** The following definitions shall apply to these Restrictive Covenants.

- a. **"Assessment"** means the charges made to the Lot Owner(s) to pay for the expenses of the road to the Lot and adjoining lots and any other expense common to the Lot with adjoining lots.
- b. **"Association"** shall mean Barefoot Cove Property Owners Association, Inc.
- c. **"Covenants"** shall mean the Restrictive Covenants herein filed with the records of Oconee County and all supplementary or amended Covenants that may be filed in accordance with these Covenants from time to time.
- d. **"Developer"** shall mean the same as Declarant and shall mean Barefoot Cove, LLC.
- e. **"Dwelling"** is any structure which is the principal residence or home on the Lot.
- f. **"Guest House"** is a structure not exceeding 750 square feet of living space, which may be part of a garage, and which shall not be occupied by more than four persons at any one time.

- g. "Lot" shall mean a numbered tract as shown and described by the Plat.
- h. "The Lots" shall mean the numbered tracts, 1 thru 14, as shown by the Plat.
- i. "Lot Owner" or "Owner" shall mean any person, corporation, partnership, trust, or other entity that owns the Lot and means any person or entity as defined in this paragraph who has or acquires an interest in the Lot by Deed, including Quit Claim Deed, Tax Deed, Deed by Foreclosure, or acquires by inheritance. Specifically, a person who acquires an interest at a sale of the property for taxes by Oconee County or other governmental agency shall be an "Owner" for all purposes of these covenants.
- j. "Plat" means the plat of the Lot prepared by Barry L. Collins, RLS #11903, dated June 21, 2005, last revised January 8, 2007, and filed with the Oconee County Register of Deeds in Plat Book _____, at Page _____ as set forth above.
- k. "Road" shall mean Barefoot Cove Drive as shown on the Plat.
- l. "Subdivision" Shall mean Barefoot Cove as shown by the Plat.
- m. "Vehicle" when used in describing what may be kept on Lots, shall include boats, jet-skies, off-road or all terrain vehicles, and all other objects which are commonly moved from place to place.
- n. "Wald Property" shall mean the property purchased by Developer from Alice M. Wald by deed dated September 15, 2005, and filed with the Oconee County Register of Deeds in Deed Book 1446 at page 252.

**ARTICLE III
PROPERTY SUBJECT TO COVENANTS AND DECLARATION**

1. **Property Subject to Covenants.** The real property which is held, transferred, sold, conveyed and occupied as shown by the Plat, including docks, which may be constructed over the waters of Lake Keowee.

2. **Crescent Resources, LLC Covenants.** The deed from Crescent Resources, LLC. to Jemiki Properties, L.L.P., contains "General Restrictions" at Deed Book _____ at Page _____, ("Crescent Covenants") which Restrictions were incorporated in the deed from Jemiki Properties, L.L.P. to Barefoot Cove, LLC, dated

January 16, 2007, and filed with the Oconee County Register of Deeds in Deed Book _____ at page _____. These Covenants apply to portions of Lots 1, 2, 3, 4, and 5 as shown by the Plat. In the event of a conflict between these Covenants and the Crescent Covenants, the Crescent Covenants shall govern.

**ARTICLE IV
PROPERTY RIGHTS**

1. **Ownership of Road.** By filing the Plat the Declarant has dedicated Barefoot Cove Drive to the Lots which abut the Road and each Lot Owner has a right to use the Road for ingress and egress to his Lot, however, the Road is NOT dedicated for public use and the Lot Owners may, by majority vote, agree to restrict access to the Subdivision and erect an appropriate access gate. These Covenants and the Bylaws provide that the Lot Owners who abut the Road (Lots 2 through 14 only) shall be assessed for Road maintenance.

**ARTICLE V
USE OF LOTS**

1. **Use of Lots - Residential Purposes.** The Lot shall be used for residential purposes only. No structures may be constructed on the Lot except:

- a. One single family Dwelling;
- b. One detached garage;
- c. One Guest House;
- d. A storage building, not to exceed 200 square feet;
- e. A gazebo; and
- f. A boat dock approved by Duke Energy Corporation.

2. **Approval of Plans.** All building plans, sites, elevations, and specifications for any Dwelling, boat house, Guest House, storage building, gazebo, detached garage, fence of any kind, or any other structure, and any change or alteration, must be approved by the Developer or its Designee prior to construction. Approval shall not be unreasonably withheld. All plans submitted must be approved or disapproved in writing within sixty (60) days after submission. Approval by the Developer is valid for one-year. If construction of a Dwelling or structure is not begun within one year, plans must be re-submitted for approval. Developer may vest approval authority in a committee of Lot Owners appointed by it or by the Barefoot Cove Property Owners Association, Inc. Declarant may establish rules or standards for minimum square footage of Dwellings and other structures, roof design and other requirements.

If such standards are adopted, they shall be enforceable.

3. **Right to Inspect.** Declarant or its designee shall have the right, at its election, to enter upon any Lot during or after construction, erection, or installation of improvements or alterations, or at any other time to determine that such work is being performed in conformity with this Declaration, with any governmental requirements, the approved plans and specifications, and in good workmanlike manner, utilizing methods and good quality materials.

4. **Construction Materials.** All Dwellings or other structures constructed on Lots must be of high quality materials and workmanship and must comply with all codes of governmental agencies having jurisdiction over the Subdivision. All structures shall be constructed of the same materials as the Dwelling, except a boat dock.

5. **Trash - Debris.**

a. **No Dumping of Trash Allowed.** No dumping of trash, oil, paint, brush, or any other material shall be permitted within the Subdivision. Trash, garbage or other waste shall not be kept on any Lot except in approved sanitary containers. All garbage cans and containers shall be screened in such a manner that they are not visible from the paved road. Each Lot Owner is responsible for their garbage/waste to the county facilities.

b. **Burning of Brush - Debris.** The burning of brush, garbage or debris shall not be allowed within the Subdivision, provided, that when a Lot is cleared for the construction of a Dwelling, brush may be burned if permitted by governmental authorities having jurisdiction. In no event, however, shall burning of brush be allowed if it shall be dangerous or a nuisance.

6. **Household Pets Allowed.** No animals shall be kept on any Lot except not more than two (2) dogs or cats shall be kept on any Lot. Any outside pet shall be kept in an enclosed fence in the rear of the Lot and not visible from the street. Any pet within the Subdivision outside of the Lot of the Owner shall be on a leash. No dog that barks so as to interfere with the quiet enjoyment of the other Owners shall be permitted. All dogs must be on a leash when they are off of the Lot of the Owner. The Owner of any Lot shall remove droppings of any animal owned by him from any portion of the Subdivision, except his Lot.

7. **Set Backs - Interior Lots.** All dwellings and any other structures must be located at least thirty (30') feet from the front lot line of the Lot, at least ten (10') feet from each side

lot line, at least forty (40') feet from rear lot line, and at least fifty (50') feet from the 800 contour of Lake Keowee. Developer or its designee may, for good cause shown, grant variances of not more than ten (10') feet on front set-back lines and not more than five (5') feet from the rear or side lines.

8. **Foundations.** All foundations shall be concrete masonry units. All concrete block foundations must be veneered with real (not synthetic) brick, stone or stucco. No vinyl or plastic underpinning shall be allowed.

9. **Location of Structures or Plantings.** No structure or planting shall be located on any Lot so as to obstruct the view of any other Lot except with the approval of the Developer.

10. **Antennas.** No television, radio, or other "antenna" shall be permitted exceeding twenty-four (24") inches in diameter, or an extended antenna on a pole exceeding sixty (60") inches in length nor more than ten (10') feet from the top of the home. No antenna shall be installed unless and until approved by the Developer or its Designee. If this paragraph is in violation of Federal or South Carolina Law, then the law shall govern.

11. **Sewage Disposal.** All plumbing, lavatories, and sanitation devices must be indoors. All sewage systems shall be connected to a septic tank or cesspool designed, located and constructed in accordance with the requirements of the South Carolina Department of Health and Environmental Control.

12. **Trailers and Other Vehicles Prohibited.** Travel trailers, recreational vehicles, boats in excess of eighteen (18') feet, boat trailers, trucks (other than pick-ups¹, panel trucks, and vans) buses, and portable camping equipment shall not be kept in the Subdivision more than fourteen (14) days and then only if parked on the Lot Owner's paved parking area. Temporary street parking is permitted for loading and unloading, not to exceed twelve (12) hours.

13. **Parking.** All vehicles shall be parked in garages, carports, or driveways provided on each Lot. No vehicle shall be parked or allowed in or on the roadway for more than eight (8) hours. Gravel or dirt driveways or parking areas are not permitted.

14. **No Vehicle Maintenance Allowed.** No automotive or vehicle maintenance or repair may be performed within the Subdivision.

15. **Business Activity Prohibited Except Home Office.** No industry, business, trade, occupation or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the Development, except home offices which

¹ A truck with large oversized tires shall not be considered to be "pick-up".

are not apparent from the outside. No business may be conducted which causes any appreciable increase in vehicular traffic or parking. No business, trade, or professional signs may be displayed. No manufacturing or industrial business, barber shops, or beauty shops. No Homeowner shall employ agents or employees within the Development.

16. **Time-Sharing Prohibited.** No Lot shall be used for Time-Sharing, as that term is defined by the South Carolina Law and no Dwelling shall be rented for a period of less than six (6) months. A Guest House and a Dwelling may not be rented to different renters at the same time.

17. **Utilities.** All telephone, water, and electrical lines must be underground. All fuel tanks or containers shall be screened from view or buried underground consistent with accepted safety and environmental precautions.

18. **Nuisance Prohibited.** 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. The word "nuisance" shall be liberally interpreted.

19. **No Signs Allowed.** No signs or advertising displays may be placed in the Subdivision, inclusive of advertising for the sale of a home or Lot, except that a single sign, not to exceed twenty-four (24") inches by thirty (30") inches in size is permitted which announces that the Lot or home is for sale.

20. **Completion of Structure.** Any structure, landscaping or other work which has been started on any Lot must be pursued with reasonable diligence to completion. The exterior of any building must be completed within one (1) year after construction has commenced.

21. **Landscaping.** Upon completion of the construction of the Dwelling, the Lot Owner shall install grass and/or mulch on open areas. No structure other than a mailbox shall be erected between Lot boundaries and the street.

22. **View Areas.** Developer reserves the right to designate one or more "view areas" that shall be unobstructed views. Lot Owners shall not permit brush, vines, weeds or other vegetation to block the view of other any Lot Owner within such designated view areas. Developer and/or its designee shall have the right to require any Lot Owner to cut and remove any brush, vines, or other vegetation growing in the designated areas. If an Owner shall fail or refuse to comply with the request of the Developer and/or its designee shall have the right to enter upon the offending Lot for the purpose of removing the obstruction and the Owner of the offending Lot shall be liable for all costs of the removal.

23. **Dead or Hazardous Trees.** Dead or hazardous trees shall

be removed from any Lot where they would cause damage to an adjoining Lot if they fall. Any Lot Owner shall be responsible for removing any tree which falls on an adjoining Lot.

24. **Driveways.** All driveways must be surfaced with **porous** concrete upon completion of the exterior of the Dwelling.

25. **Erosion Control.** Lot Owners shall contain and control all silt and soil due to excavation and/or construction. All denuded areas shall be covered with mulch. Gravel and mud mats shall be installed at construction entrance of each site to retain mud, dirt, and debris from entering the roadway. If mud or debris washes onto pavement, said Lot Owner and/or builder will immediately wash and clean road surface. No Lot Owner shall construct or install any structure, ditch, bern, pipe, or take any other action so as to divert surface water onto any other Lot.

26. **Surface Water.** Developer shall not be held responsible for surface water run-off which naturally occurs from the extension of McAlister Road.

ARTICLE VI EASEMENTS

1. **Drainage Easement.** A ten (10') feet wide drainage easement is reserved along the exterior Lot lines of each Lot. Developer may, but shall not be required to, enter upon the property for the purpose of correcting drainage problems.

2. **Utility Easement.** Easements are reserved for the installation of Utilities within the roadway or within ten (10') feet of any Lot, provided that any damage to any Lot during installation shall be repaired and the Lot restored.

ARTICLE VII ASSESSMENTS

1. **Assessments.** Assessments and Fees shall be due, paid, and collected as follows:

- a. **Assessments for Maintenance of Barefoot Cove Drive:** The Lots (2 through 14 only) shall be assessed for maintenance of Barefoot Cove Drive. The fees collected shall be held in a special account established for that purpose. The initial assessment shall be the sum of Two Hundred (\$200) Dollars.
- b. **Liens and Judgments.** Assessments which are due shall constitute a lien against the Lot for which billed and shall be the personal liability of the Owner of the Lot. Past due assessments may be filed in the Assessments Lien Book kept with the

records of Oconee County, but such Assessments shall constitute a lien whether filed or not, provided such Assessment has been established and billed to the Lot Owner. The Developer shall be entitled to recover a judgment against the Lot Owner for the fees and assessment(s), including all costs of collection, including a reasonable attorneys' fee. Such lien established shall run with the land at law.

- c. **Tax Sale.** A sale of a Lot for taxes does not relieve a Lot Owner from any liability for any assessment and the lien established herein against the property continues notwithstanding the sale or disposition of the Lot by the Owners. A person who acquires a Lot or an interest in a Lot by the purchase at a tax sale shall be liable for assessments from the time that he bids on the Lot and the lien shall immediately attach and he shall be liable when the Lot is conveyed to him by deed. A tax sale of property does not relieve the Record Owner of the Lot at the time of the Tax Sale from any personal liability for any assessment and such liability continues until paid.

ARTICLE VIII ENFORCEMENT

1. **Notice to Correct Violation.** The Developer or the Barefoot Cove Property Owners Association, Inc. shall notify any Lot Owner who violates any Covenant to correct a violation of the Covenants, particularly any unsightly or unsafe conditions or any condition requiring erosion control and if the Lot Owner fails to correct the condition within ten (10) days, the Developer or the Association shall have the right to enter upon the property, correct the condition, and to charge the Lot Owner for the cost of the correction. Any cost shall constitute and be treated as an Assessment under these Covenants and be a lien against the Lot and shall be a personal debt of the Owner.

2. **Enforcement of Covenants.** The Developer, Barefoot Cove Property Owners Association, Inc. or the Owner of any Lot within Barefoot Cove Subdivision may enforce these Covenants in law or in equity.

3. **Jurisdiction.** Any action brought by Developer, its assignee, the Association, or any person having standing to bring such action, against a Lot Owner for collection of fees, or the enforcement of any lien, or to enforce these Covenants shall be instituted in the Courts of Oconee County, irrespective of the residence or place of business of the Lot Owner against whom any action is brought and such Lot Owner shall be subject to the Jurisdiction of the Courts of Oconee County irrespective of his