

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

EASEMENTS, COVENANTS AND RESTRICTIONS

**"SHANGRI-LA ON LAKE KEOWEE REVISED SUBDIVISION"  
(LOTS 1 - 7)**

according to a plat of survey thereof prepared by CBS  
Surveying & Mapping Inc., dated March 16, 1998,  
recorded in Volume A-672, Page 7, in the office of the  
Clerk of Court of Oconee County

WHEREAS, MANDALAY ON LAKE KEOWEE, INC., a South Carolina Corp., hereinafter referred to as Mandalay, the owner and developer of a tract of real property located in Oconee County, South Carolina, which has been subdivided into residential lots designated as Lots Number One (1) through Seven (7), in a development to be hereafter known and designated as "SHANGRI-LA ON LAKE KEOWEE REVISED SUBDIVISION, (Lots 1 - 7)", hereinafter referred to as SHANGRI-LA REVISED, according to a plat of survey thereof prepared by CBS Surveying & Mapping Inc., dated March 16, 1999, recorded in Volume A-672, Page 7, in the office of the Clerk of Court of Oconee County; and

WHEREAS, the said Owner and Developer, believing it to be in the best interests of all present and future owners of lots within this Subdivision, now desires to impose certain protective covenants and restrictions as to the use of such lots, and to reserve certain easements for utilities, roadways or amenities for the use and benefit of all owners of lots therein;

NOW THEREFORE, the undersigned hereby reserves the following Easements and adopts the following Protective Covenants and Restrictions for SHANGRI-LA REVISED as follows, to wit:

**I. EASEMENTS, COVENANTS AND RESTRICTIONS:** All lots in this Subdivision shall be held, used, conveyed, transferred and sold subject to the within restrictions, covenants, reservations and easements. The same shall be binding upon all parties or person

claiming under the Undersigned, and shall run with the land, for a period of twenty-five (25) years next following the date hereof, after which the same shall be automatically extended for successive periods of twenty-five (25) years each unless an instrument in writing by a majority of the then-owners of lots in this Subdivision shall be recorded agreeing to change the same in whole or in part. Except as provided herein, no lot may be used or occupied, and no structure built within this Subdivision except in conformance with the following:

1. No professional office, business, trade or commercial activity of any kind may be conducted in any building or upon any lot or upon any portion of any lot, excepting electronic communication such as telephone, fax, computer and similar equipment and not as a primary facility for any business activities. No employees or storage or other business activity is permitted. No structure of a temporary nature, including but not limited to a trailer, mobile home, modular or prefabricated home, basement, tent, shack, garage, barn or other outbuilding may be located upon or used as a residence on any lot. No temporary building of any kind will be allowed on any lot, unless incidental to the construction of a permanent dwelling on any lot, in which event such building must be removed upon completion of the construction work.
2. The owners of the lot are required to comply with the erosion and sediment control measures as shown on the Department of Health and Environmental Control Approval Plan of the State of South Carolina.
3. All lots shall be used for residential purpose, only, and no building may be created, altered, placed or permitted to remain on any lot other than one single family dwelling, and only one detached building for garage or hobby use only of similar design and construction as the main house.
4. The outer walls of any dwelling shall be of masonry, wood, natural stone, masonry veneer, redwood or such vinyl as may be approved by the Architectural Review Committee but no asbestos shingle or imitation masonry on outer walls will be permitted. All buildings shall have a solid perimeter foundation of poured concrete, brick or concrete block. No concrete block or concrete brick may be used in construction of any dwelling which may be visible from exterior

after grading has been completed, except for texture slumpstone used as a decorative feature.

5. The ground floor area of the main floor structure of any dwelling constructed upon any lot shall contain not less than 1600 square feet of enclosed and heated floor space with an attached garage of no less than 400 square feet. In the event an owner builds with a 2 or 2 1/2 story configuration (maximum height of 2 1/2 story), the ground floor area may be reduced to 1400 square feet of heated floor space for the dwelling alone with at least a minimum of 400 square feet for the second story, together with the attached 2 car garage of at least 400 square feet.

6. No building or structure of any kind may be located nearer than thirty (30) feet to the front lot line of any lot nor nearer than ten (10) feet to any side lot line. The rear setback for all waterfront lots shall be fifty (50) feet from the shore line of Lake Keowee determined at a water level elevation of eight hundred (800') feet above mean sea level, USGS datum.

7. No lot in this Subdivision may be resubdivided into smaller lots. There shall be no more than one main dwelling located on any lot of this Subdivision. Should the owner of one lot acquire an adjoining lot, the aggregate shall be considered as one lot for purposes of these covenants and subject to the provisions of this paragraph, at the option of the owner. No lot and no part of a lot shall be dedicated or used or permitted to be used as a right-of-way for the public except only with the written approval of the Architectural Review Committee. A lot may be added so as to increase the size of the lot.

8. All construction commenced on any lot shall be completed within twelve (12) months after construction is begun.

9. No signs or bulletin board will be permitted on any lot except when used in connection with the sale of a lot or when used by contractors during the actual construction of a dwelling upon any lot, the sign shall not exceed four (4) square feet overall.

10. Any dwelling constructed on any lot must be serviced by a sewage disposal system of a type and kind approved by the South Carolina State Board of Health and Environmental Control.

11. Any house pets maintained by any lot owner must be kept confined so as not to be or become a nuisance to any other lot owner. No farm animals (including but not limited to horses, chickens, pigs or cattle) shall be permitted or maintained on any lot.

12. No noxious or offensive activity may be carried on upon any lot, nor anything which may be or become an annoyance or nuisance to the general neighborhood, including but not limited to the parking or storage of wrecked or disabled vehicles or school buses upon any lot or street within the development. All disabled vehicles permanently housed on any lot must be garaged at all times in an enclosed garage. No parking of cars, boats trailers or other vehicles on streets shall be permitted except as overflow for guests.

13. All trash, garbage or other waste shall be kept only in containers approved for sanitary conditions, by governmental authorities or the Architectural Review Committee, and any equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No lot shall be used or maintained as a dumping ground for trash or rubbish. No burning is permitted on any lot and any refuse, including trimmings, must be hauled from the lot, within ten (10) days of accumulation at owners expenses.

14. Each lot owner shall be responsible for the maintenance of his entire lot, including the area between the lot and the paved street (including banks, easements and etc.). Each lot shall be kept clean of debris and lawn out and other things as to prevent objectionable viewing to others.

15. There is reserved along all lot lines an easement of ten (10) feet in width for installation, operation and maintenance of utilities and for drainage. Any other easements shown upon the recorded plat of the subdivision are also reserved for the specified purposes. No owner shall impair access to the above which must be kept as your open space free of obstructions.

16. All ditches and drainage swales shall be kept free of the trash, tree trimmings, and garbage by the owners of each lot in order to permit the proper flow of water and drainage within subdivision.

17. On all lots adjoining Lake Keowee there has been reserved a floodage easement in favor of Crescent Land & Timber Corporation (Duke Power Company) to the 810' ft contour elevation above sea level, noted on master survey, the same of which in herein reimposed.

18. Fixed piers, gazebos and floating dock facilities incidental to residential use of the lots are permitted on the condition that they are not rented, leased or otherwise used for remuneration. No dock in the subdivision shall be used as a dock for a houseboat or other watercraft used as a housing unit. Any of the above must be authorized and permitted by Duke Power Company and the Architectural Review Committee.

19. Any ownership or leasing arrangement of a lot having the characteristics of a vacation time sharing ownership plan or a vacation time sharing lease plan is expressly prohibited.

20. Fences or walls incidental to residential use shall not exceed four (4) feet in height, shall not be constructed of such material which will block the view of the lake on an adjacent lot nor extend closer to the front line of the house on the lot. The fence must be approved by the Architectural Review Committee.

21. Roofs (except dormers) shall not be less than six-in twelve pitch, and not less than twelve (12") inch overhang, excepting as approved by the Architectural Review Committee.

22. No satellite dish will be permitted on any lot or in any portion of this Subdivision except one (1) digital satellite dish with a diameter of not more than twenty four (24") inches is permitted per lot, as approved by the Architectural Review Committee.

II. **ARCHITECTURAL REVIEW COMMITTEE** - The Developer herewith creates the Architectural Review Committee herein referred to as A.R.C, which will consist of Richard M. Sepler, William R. Burkhardt and a third person who shall be a property owner appointed by the first two named persons. All owners shall submit plans for review by the Committee, who may approve, disapprove or recommend changes to the proposed construction. The Committee shall be empowered to determine conformity to the same standards as other lots in this

development, in addition to the restrictions as herein set forth, not inconsistent with the same. Upon the occasion of the Developer having sold all the lots in this subdivision to individual Owners, the homeowners shall meet for the purpose of electing three or fewer members, at their choice, to continue as the Architectural Review Committee until a majority of the property owners in writing vote for the dissolution of the said Committee; otherwise to continue in perpetuity.

**III. ENFORCEABILITY.** Any owner may institute a lawsuit in equity against any person violating or attempting to violate any covenant; to restrain violation and to recover damages. The successful party shall be entitled to reasonable attorney's fees and costs.

**IV. SEVERABILITY.** Invalidity of any one of these covenants by judgment of a Court of competent jurisdiction shall not effect any of the other provisions hereof which shall remain in full force and effect.

**V.** In the event of a conflict between these Restrictions and other such Restrictions, the more restrictive provision shall apply and be enforceable as herein provided or as otherwise enforceable.

**VI.** The foregoing Restrictions shall not be applicable to the Developer. The Developer shall not be restricted by these Restrictions.

IN WITNESS WHEREOF, the Developer has hereunto placed his hand and seal this \_\_\_ day of \_\_\_\_, 1999, in the year of our Lord, one thousand nine hundred ninety-nine.

Witnesses:

MANDALAY ON LAKE KEOWEE,  
INC., a South Carolina Corp.,  
owner and developer

By: RICHARD M. SEPLER,  
President

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was sworn to, subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by RICHARD M. SEPLER, President of MANDALY ON LAKE KEOWEE INC., a South Carolina corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

By: \_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My Commission Expires:

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

FIRST AMENDMENT TO EASEMENTS, COVENANTS  
AND RESTRICTIONS OF SHANGRI-LA ON LAKE  
KEOWEE REVISED SUBDIVISION (LOTS 1 - 7)  
AS RECORDED IN BOOK 1036, PAGES 0264 - 0270

"SHANGRI-LA ON LAKE KEOWEE REVISED SUBDIVISION"  
(LOTS 1 - 7)

according to a plat of survey thereof prepared by CBS  
Surveying & Mapping Inc., dated March 16, 1999,  
recorded in Volume A-672, Page 7, in the office of the  
Clerk of Court of Oconee County

WHEREAS, MANDALAY ON LAKE KEOWEE, INC., a South  
Carolina Corp., hereinafter referred to as Mandalay, the owner and  
developer of the above described property has caused to be created  
Easements, Covenants and Restrictions relating to the said Lots and

WHEREAS, the owner and developer joined by the property owner  
who has heretofore purchased an affected lot now wish and desire to amend  
those Easements, Covenants and Restrictions as follow:

NOW, THEREFORE, MANDALAY, joined by IWC, LLC, owner of Lot  
3, described as follows:

Lot Number three (3) of Shangri-La Subdivision as  
shown and more fully designated on a plat prepared by  
CBS Surveying & Mapping, Inc. by Ted M. Beverly,  
PLS 7823, and recorded in Plat Book A672 at Page 7,  
records of Oconee County, South Carolina.

amend the above-referenced Easements, Covenants and Restrictions as  
follow, to-wit:

Post-It® Fax Note	7671	DNB	Page #	H
To	John Sanderson	From	R Sepler	
Co./Dept.		Ch.		
Phone #		Phone #		



1. The following Amendment pertains only to Lots 3 -7 and does not affect Lots 1 and 2, and deals with the eighteen (18) foot paved access road within the twenty-five (25) foot access right-of-way, the same of which is an easement reflected on the Plat recorded March 16, 1999, in Volume A-672, Page 7, of the Clerk of the Court of Oconee County. The right-of-way is hereby confirmed providing access, right-of-way, ingress and egress, on a non-exclusive basis over and upon and through the above eighteen (18) foot paved access road within the twenty-five (25) foot access right-of-way to the owners of Lots 3, 4, 5, 6, and 7, their successors, assigns and invitees in perpetuity.

2. Each of the property owners shall be responsible for payment of sums that may be needed from time to time to maintain, repair and restore the eighteen (18) foot paved access road within the twenty-five (25) foot access right-of-way and as to each owner the obligation shall be twenty percent (20%) of the assessed cost from time to time.

3. The Architectural Review Committee shall continue for the purpose of making the determination of need and the assessment, the same of which shall be a lien against each property to the extent of each property owner's obligation.

4. If a property owner shall fail to pay within thirty (30) days of an assessment, a Notice of Default shall be recorded in the Public Records and which shall constitute a lien against that property, the same of which shall bear interest at ten percent (10%) until paid and shall be enforceable by a Lien Foreclosure proceeding and the property owner shall be obligated to pay all cost, interest, reasonable attorney's fees and other costs incurred in the enforcement of the lien. This right of lien shall be subordinated and inferior to the lien which may be created from time to time by the respective property owner to an Institutional First Mortgage holder. The obligation for payment shall be the personal obligation of the owner of each lot at the time the assessment is made. Delinquent assessments or charges shall pass to the owner's successor in title, if not paid.

5. The assessment shall cover the following:

- (a) to maintain, repair and reconstruct, when necessary, the right-of-way to the standard of maintenance (if one is ascertainable) which would be required by the Oconee

County Department of Public Works before it would accept such roadway for maintenance; provided, however, such standards shall not affect the width of the right-of-way or paved area;

- (b) to maintain any and all drainage pipes, inlets, basins, ditches, swales and other facilities installed within the right-of-way;
- (c) to keep the right-of-way clean and free from debris, to maintain same in a clean and orderly condition;
- (d) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws in connection with the right-of-way.

6. Upon the sale of the last lot by the Developer, the Architectural Review Committee shall be the owners of Lots 3, 4, 5, 6 and 7, from time to time.

7. This Amendment shall be effective upon its recordation.

WHEREAS, the undersigned covenant and agree as above set forth.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_ day of \_\_\_\_\_. In the year of our Lord, one thousand nine hundred ninety-nine.

Witnesses:

MANDALAY ON LAKE KEOWEE,  
INC., a South Carolina Corp.,  
owner and developer

\_\_\_\_\_

By: RICHARD M. SEPLER,  
President

IWC, LLC

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to, subscribed and acknowledged before me this \_\_\_ day of \_\_\_, 1999, by RICHARD M. SEPLER, President of MANDALY ON LAKE KEOWEE INC., a South Carolina corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

By: \_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My Commission Expires: \_\_\_\_\_

STATE OF  
COUNTY OF

The foregoing instrument was sworn to, subscribed and acknowledged before me this \_\_\_ day of \_\_\_, 1999, by \_\_\_\_\_ as \_\_\_\_\_ of IWC, LLC, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

Print or Type Name: