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BOOK 935 PAGE 0072

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

COVENANTS AND RESTRICTIONS
TO RUN WITH THE LAND

FILED OCONEE SC
SALLIE C. SMITH
CLERK OF COURT
1997 SEP 15 PM 12: 22

OCONEE COUNTY

STATE TAX _____

COUNTY TAX _____

EXEMPT ✓

FOR

THE MOORINGS SUBDIVISION

ARTICLE I

Definitions

Section 1. "Owner" shall mean and refer to any person, corporation or other legal entity, who holds a fee simple title to any Lot. Fee simple title shall include, but not be limited to, title obtained through contracted sale, sheriff's sale, tax sale, sale by the direction of a bankruptcy trustee, devise and descent, or gift, but shall exclude those having an interest merely as security for the performance of an obligation.

Section 2. "Development" shall mean and refer to that real property known and described as "The Moorings Subdivision" owned on the date of this Declaration by DAY & DAY, L.L.P. and being a part of that property shown by a plat filed with the records of Oconee County, South Carolina in Plat Book A484 at Page 10.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Development, together with improvements thereon, with the exception of the General Common Elements, upon which a residence has been or may be constructed.

Section 4. "Declarant" or "Developer" shall mean and refer to DAY & DAY, L.L.P. or any person or entity who succeeds to the title of Declarant to any portion of the Development by sale or assignment of all of the interests of the Declarant in the Development, if the instrument of sale or assignment expressly so provides, or by exercise of a right of foreclosure of a mortgage given by the Declarant or a deed in lieu thereof. Any such person

Recorded this 16 day of Sept 1997
Book 97 Page 104177
Fee
R.F. Williams
Auditor Oconee County, S.C.

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or entity shall be entitled to exercise all rights and powers conferred upon Declarant by this Declaration.

Section 5. "General Common Elements" mean and include:

a. The gardens, trails, roads, drives, boat ramp, beach at the boat ramp, surrounding land, and the improvements constructed on the common property which exists or which may be constructed on the common property.

b. All other elements of the property rationally of common use or necessary to its existence, upkeep and safety.

c. Parking areas and outside walkways that are not located on any Lot or which are located on a Lot where The Moorings Property Owners Association has an easement.

ARTICLE II

Architectural Control

Section 1. Approval Required. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Development, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved by Developer in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Developer[1]. No change shall be made in the color, stain, or painting of any structure or any exterior part or component thereof unless approved. In general, set back and side line restrictions shall be observed, but the individual situations and the adjoining use shall be considered in approving the location of any structure upon a Lot.

Section 2. When Approval Deemed Granted. In the event the Developer or its designee shall fail to approve or disapprove such design or location within thirty (30) days after said plans and

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[1] Or by an architectural committee appointed by the Developer, which committee may be made up of Lot Owners, and/or the design architect selected by the Developer or others selected by the Developer.

specifications have been submitted to it, approval shall be deemed granted, and this Article will be deemed to have been fully satisfied, provided, however, that the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Developer or its designee shall be expected to base its decision.

Section 3. Right to Inspect. Developer or its designee shall have the right, at its election, to enter upon any Lot during the construction, erection, or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications, and in good workmanlike manner, utilizing methods and good quality materials.

ARTICLE III

Use Restrictions

Section 1. Use of property. The Development shall be for the following uses and subject to the following restrictions:

a. Lots shall be used only for private single family detached dwellings and amenities, provided, however, that nothing in these covenants shall prevent Declarant from using any dwelling as a model or sales office. No building shall be erected, altered, placed or permitted to remain on any lot other than one residential dwelling with auxiliary amenities, such as swimming pool, a detached garage, a storage building and other structures, provided, however, that any auxiliary building shall be constructed with the same materials as used in the residence and provided that the location and design of such facilities are approved by the Developer.

b. Nothing shall be kept and no activity shall be carried on in any building or residence which will increase the rate of insurance applicable to other residential units. No Owner shall do or keep anything, or cause or allow anything to be done or kept, in his residence which will result in the cancellation of insurance on any portion of

the Development, or any contents thereof, or which will be in violation of any law, ordinance or regulation.

c. No patently offensive or unlawful use shall be made of the Development, or any part of it, and all laws, ordinances, and regulations of all governmental agencies having jurisdiction shall be observed.

d. 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 that Declarant or its agent may use any unsold residence for sale or display purposes.

Section 2. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon the Development, nor shall anything be done which is or may be or become a nuisance or annoyance to residents within the Development.

Section 3. Animals. No animals, livestock or poultry of any kind shall be maintained on any Lot or in any dwelling except household pets and horses. Other than horses, no pets may be kept or housed outside the dwelling unit. No pen, enclosure, or structure shall be constructed on the premises for the purpose of keeping or maintaining animals of any kind other than horses.

Section 4. Fowls. No ducks, geese, or any other bird of comparable size shall be fed or encouraged in any manner to come to any Lot or to any General Common Elements.

Section 5. Outside Antennas. No outside radio or television antennas shall be erected on the Development, or dwelling units within the Development unless and until permission for the same has been granted by the Developer or architectural committee as defined in Article II, Section 1.

Section 6. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on the Development.

Section 7. Prohibited Work. No Owner shall do any work which would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament,

without, in every such case, unanimous consent of all other Owners affected being first obtained.

Section 8. Noise. No radios or record players or other music or noise making machines may be used on any lot that can be heard on an adjoining Lot. Barking dogs shall not be permitted. Any dog which barks more than five minutes at any one time or more than 15 minutes in any twenty four period shall be barned from the Development. Any owner who keeps a dog who has violated this section agrees that an injunction in a court of equity may be obtained.

Section 9. View - Maintenance of Lots. 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 the Architectural Committee 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 Architectural Committee, Developer or Committee shall have the right to enter upon the offending Lot for the purpose of removing the obstruction and the offending and the Owner of the offending Lot shall be liable for all costs of the removal.

Section 10. Requirements and Minimums. Plans for houses shall not be approved unless they contain a closed garage and a minimum of 1,400 square feet of heated space.

Section 11. Amendments. Developer may make changes or amendments to the Site Plan or Covenants in order to carry out the general purpose and intent of the overall plan and design, including varying lot lines, set-back lines, easements and other changes.

ARTICLE IV

Easements

Section 1. Reservation. Easements for installation and maintenance of utilities and drainage facilities are reserved as

shown on the recorded plat for use by the Declarant, utility companies, and public agencies in connection with this Development, including any portion of the property described by this Declaration. A twenty (20') foot utility easement is reserved along all property lines, including along lot lines, for the installation and maintenance of utilities, and as access to other property or adjoining lots, for the installation of drainage lines and ditches necessary to drain the surface water in the subdivision or naturally flowing onto the subdivision, for the clearing of unsightly brush, weeds, or other unsightly plant growth, for the curing of unsightly conditions as may exist or develop such as ditches, and for such other purpose as will be for the general good of the Development within the subdivision. Within these easements, no structures, planting or other material shall be placed or permitted to remain that may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which obstruct or retard the flow of water through the drainage channels and the easements. In addition, the Development shall be subject to a nonexclusive easement in favor of Declarant for construction of improvements on the Development.

Section 2. View Areas. Developer reserves an easement of the "view areas" for the purpose of cutting and removing vegetation growth as described in Article III, Section 9.

Section 3. Encroachments. Every Lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of said Lot to the original Owner for the purpose of correcting any problems that may arise regarding grading and other drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots or as near the original condition as practicable.

ARTICLE V

Use of the Common Property

Section 1. It is anticipated that the common property shall consist of the boat ramp and surrounding area.

a. No dogs, or other domesticated animals shall be allowed on the property except on a leash. The owner of such animal shall be required to clean up any manure deposited on this area.

b. No radio, taps player or other instrument shall be played on the property except with the consent of all lot owners.

c. No activity shall be carried on which shall in any manner constitute a nuisance.

d. The area shall be restricted to use by Lot Owners and their guests who may use the facilities on an infrequent basis in the company of a Lot Owner. By way of an example, a Lot Owner may be accompanied from time to time by a resident of an adjoining subdivision, but not every day and the resident of the adjoining subdivision may not make use of the property in the absence of a Lot Owner of the subdivision.

ARTICLE VI

General Provisions

Section 1. Application. All Owners, employees of Owner and tenants or any other persons who may, in any manner, use the Development or any portion thereof shall be subject to the provisions hereof.

Section 2. Enforcement. The Declarant or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, or reservations, now or hereafter imposed by the provisions of the Declarations. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so. In the event there is a violation of the restrictions and it is necessary to bring an action in law or equity for the correction and enforcement, the person who brings the action shall be entitled to recover the cost of the action, including reasonable attorney's fees and such cost and attorney's fees shall constitute a lien against the offending Lot.

Section 3. Severability. Invalidation of any one of these covenants or restrictions, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety (90%) per cent of the Lots, and thereafter by an instrument signed by Owners of not less than seventy-five (75%) per cent of the Lots. All amendments shall forthwith be recorded in any public office where this Declaration may be recorded and shall be effective upon such recordation.

ARTICLE VII

The Moorings Property Owners Association

Section 1. Prior to the date of recording of the within instrument, there has been formed, "The Moorings Property Owners Association", ("Association") which shall be the governing body for all of the Lot Owners with respect to the administration, maintenance, repair and replacement of the common property. The Board of Directors of the Association shall be the form of administration of the Association and of the Development. Whenever this instrument shall call for approval, permission or requirement of the Association, it shall mean the Board of Directors of The Moorings Property Owners Association. A copy of the By-Laws of the Association is attached hereto and made a part hereof as Exhibit A and by reference incorporated herein as if fully set forth herein.

Section 2. The Administration of the Development, and the powers and duties coincident thereto, may be delegated by the Association to a Manager, which Manager shall be retained by the Association upon such terms and conditions and for such compensation as it may from time to time determine. The Manager may be a Lot Owner of The Moorings Subdivision.

Section 3. Each Lot Owner shall automatically become and be

a member of the Association so long as he continues as a Lot Owner. Upon the termination of the interest of a Lot Owner, his membership, together with his stock ownership in the Association, shall thereupon automatically terminate and transfer and inure to the new Lot Owner succeeding him in interest.

Section 4. The aggregate number of shares of stock in the Association shall be one hundred (100), which shall be divided, as will the votes relating thereto, among the Lot Owners in equal shares. It shall not be necessary to issue certificates of stock as evidence of ownership.

IN WITNESS WHEREOF, Declarant, DAY & DAY, L.L.P., by its partners has executed these COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision on this 30th day of August, 1997.

Witnesses:

Travis Marie Day

James E. Day

DAY & DAY, L.L.P.

David R. Day

David R. Day

Mary E. Day

Mary E. Day

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SALLIE C. SMITH
CLERK OF COURT
1997 SEP 15 PM 12:22

STATE OF NORTH CAROLINA

PROBATE

COUNTY OF Buncombe

Personally appeared the undersigned witness and made oath that (s)he saw the within DAY & DAY, L.L.P., by its partners, sign, seal and as its act and deed, deliver the within written COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision, and, that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Travis M. Day

Sworn to before me
this 30th day of August, 1997.

Sheila K. Weaver
Notary Public for North Carolina

My Commission expires: 3/23/2000

MGS
10.00
007266

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESTRICTIVE COVENANTS

FOR

THE MOORINGS SUBDIVISION

AMENDMENT # 3

"Covenants and Restrictions" for *The Moorings Subdivision* were filed with the records of Oconee County in Deed Book 935 at page 72. Amendment # 1 was filed with the Records of Oconee County in Deed Book 942 at page 102. Amendment # 2 was filed with the Records of Oconee County in Deed Book 944 at page 9. Declarant now desires to amend the Covenants by this Amendment # 3 by adding ARTICLE XIII. All remaining Covenants and Restrictions shall remain in full force and effect:

ARTICLE XIII

Each interior lot owner is entitled to one (1) boat parking place (tie space) in the Common Dock area.

IN WITNESS WHEREOF, Declarant, DAY & DAY, L.L.P., by its partners has executed this AMENDMENT # 3 to COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision on this 28th day of MAY, 1999.

Witnesses:

(witness sign above)

Linda J. Hoglen
(Notary sign above)

DAY & DAY, L.L.P.

David R. Day

Mary E. Day

Recorded this 4 day of June 1999
Book 99 Page 902609
Fee
R. F. Williams
Auditors Oconee County, S.C.

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT
1999 JUN -3 P 4:31

Pay: Moorings Property Owners Assoc.
1272 Mooring Line Dr.
10.00 Seneca, SC 29672

000344

BOOK 1068 PAGE 0314

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT

2000 JAN 11 P 1:42

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESTRICTIVE COVENANTS FOR:

THE MOORINGS SUBDIVISION

AMENDMENT # 4

"Covenants and Restrictions" for The Moorings Subdivision were filed with the records of Oconee County in Deed Book 935 at page 72. Amendment # 1 was filed with the records of Oconee County in Deed Book 942 at page 102. Amendment # 2 was filed with the records of Oconee County in Deed Book 944 at page 9. Amendment # 3 was filed with the records of Oconee County in Deed Book 1034 at page 331. Declarant now desires to amend the Covenants by this Amendment # 4 as follows:

ARTICLE III

Section C: Animals. No animals, livestock or poultry of any kind shall be maintained on any lot or in any dwelling except as are allowed by these Covenants.

1. House pets, ie., dogs and cats, are permitted to be kept, provided however, that the keeping these animals does not interfere with the peace and tranquility of the neighborhood.

2. Fowls. No ducks, geese, or any other bird of comparable size shall be fed or encouraged in any manner to come to any lot or to any General Common Areas.

Section J: Requirements and Minimums. Plans for houses shall not be approved unless they contain an enclosed garage and a minimum of 1,600 square feet of heated space.

ARTICLE VI

Section A: Dues. Each lot owner shall pay the sum of One Hundred Fifty Dollars ($150.00) to the Moorings Property Owners Association for the maintenance of the common elements, and, such other use as shall be decided by the Association. Annual dues shall be payable no later than January 31st of each year. A ten percent (10%) late penalty will be assessed for each month, or part thereof, that dues are unpaid. Dues not paid by May 1st of each year will become a lien on the property. Dues may be adjusted annually, by the Association, at the annual meeting upon a majority vote of the property owners.

ARTICLE XIII

Common dock boat slips will be permanently assigned to interior lot owners. Slips are assigned as indicated on the attached plan, which is a part of this amendment. No water vehicle shall be docked which exceeds 25 feet in length.

IN WITNESS WEREOF, Declarant, Moorings Property Owners Association, thru its officers, has executed this AMENDMENT #4 to COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision on this 21 day of Dec, 1999

Witnesses:

#1 Mitchell McAlister

#2 Bill Turner

Moorings Property Owners Association

William R. Pierce

William R. Pierce, President

Allen McAlister

Allen McAlister