

Return to
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STATE OF SOUTH CAROLINA }
COUNTY OF ANDERSON }

PROTECTIVE COVENANTS
CAHALY COVE SECTION 1

WHEREAS, W. Richard McClellion and Jerry A. Meehan are the owners of Cahaly Cove Subdivision as shown on a plat prepared by Robert R. Spearman, Registered Land Surveyor No. 3615, dated the 1st day of September, 1989, which is of record in the Office of the Clerk of Court for Anderson County, South Carolina, in *Slide* ~~that~~ *Book 91*, at Page 8.

WHEREAS, Lots 1 through 4, inclusive, as shown on the above mentioned plat, known as Cahaly Cove Subdivision, Section 1, are intended for development for residential purposes only; and

WHEREAS, it is the desire and intent of the undersigned to sell the above referenced real estate and enforce upon it certain mutual beneficial restrictions, conditions, easements, covenants and agreements and charges under a general plan or scheme of improvement for the benefit of all said lots and the future owners of said lots;

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of the land included in said plats, the undersigned do hereby impose the following Protective Covenants, all of which are declared to be in furtherance of a plan for the subdivision, improvement and sale of real property and every part thereof, and all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described property, or any part thereof, and all of which shall be

applicable to the entire tract as shown on the aforesaid plat and known as Cahaly Cove Subdivision.

1. EASEMENTS

The Developer reserves unto itself, its successors and assigns, the following easements over each lot or parcel in the right to ingress and egress to the extent reasonably necessary to exercise such successors and/or assigns:

(a) Utilities: A twenty (20) foot easement on all front tract lines for the installation of water lines, power lines and any other utility which may be placed on the property. A twenty (20) foot easement on all side tract lines (10) feet from each side of the line, which such reserved easements shall be for the express purpose of drainage and the further purpose for the installation, maintenance and operation of utilities, including television transmission cables, and the accessory right to locate guy wires, braces, or anchors, or to cut, trim, or remove trees, and plantings, wherever necessary upon such lots or parcels in connection with such installation, maintenance and operation.

(b) Any other easements as shown on the above mentioned plat including but not limited to the road right of way.

(c) Use and Maintenance by Owners. The areas of any lots or parcels affected by these easements reserved herein shall be maintained continuously by the owner of such lots, that no structures, plantings, or other materials should be placed or be permitted to remain or any other activities undertaking thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except for which a public authority or utility company is responsible.

(d) Liability for Use of Easements. No owner shall have any claim or cause of action against Developer or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any plat except in case of willful or wanton conduct or negligence of the Developer or its licensees in exercising or not exercising its right in such easements. Developer reserves unto itself the right to convey the easements hereinabove set forth to Bell South Telephone Company, Duke Power Company, Sandy Springs Water Company, and any other public utility company for the installation of power lines, for the installation of telephone lines, and unto any cablevision company for the installation of lines used for reception of cable television. Developer further reserves the right to convey any

and all drainage easements and road right-of-ways to Anderson County. Developer also reserves unto itself and for all other lot owners the right to use any and all road, drainage, and utility easements for the installation of water lines.

2. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes and only one single family residence shall be erected, altered, placed or permitted on any lot. Outbuildings may be permitted by submitting plans and specifications to the Architectural Committee for approval. All accessory buildings shall contain at least two Hundred (200) square feet of area. No mobile homes, housetrailer or any temporary structure shall be placed on any lot, either temporarily or permanently. No lot shall be used for repair work on automobiles or other vehicles whether performed by the owner or not. All boats and equipment used in connection therewith, such as trailers, and all vehicles other than automobiles shall be kept under a suitable cover, such as an attached or unattached garage. Said cover to be approved by the Architectural Committee.

1. QUALITY AND SIZE

Each dwelling shall have a minimum of 2000 square feet of total area of which a minimum of 1800 square feet shall be heated living area; with one-half (1/2) of the total square footage of an attached garage, covered porch or breezeway being allowed towards the total 2000 square feet required minimum; and each dwelling shall have accommodations for at least two (2) cars; said garage area, attached or unattached, shall have at least 400 square feet of area; provided, however, if the dwelling to be

erected on said lot of land has at least 2000 square feet of heated living area, then the garage may be omitted. If the garage is omitted under this provision, but is later erected, the plans shall be approved by the Architectural Committee. No building shall exceed three (3) stories in height.

4. BUILDING LOCATION

No part of any building shall be located on any lot nearer than fifty (50) feet to the front lot line, and no part of any building shall be located nearer than ten (10) feet to any side lot line. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line, provided said lot does not abut or adjoin the Corps of Engineers property lines. A detached storage or outbuilding may be constructed within twenty (20) feet of the rear or side lot lines, overhangs included, provided it is first authorized by the Architectural Committee. Provided, however, anyone who purchases two (2) contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said dwelling on the common lot line between the two (2) said contiguous lots; however, this shall in no way waive the requirements contained herein concerning rear and side lot lines with respect to said two (2) contiguous lots. "Front Lot Line", as referred to herein, is that part of the lot which faces a paved road, located in Cahaly Cove Subdivision. It is specifically understood and agreed, however that a Purchaser of an irregularly shaped lot who wishes to have the above requirements waived because of the shape of such lot may submit to the Architectural Committee a plot plan

showing an alternative location for a residential structure. Approval of any deviation from the above requirements is vested in the sole discretion of the Architectural Committee. The consent to one such deviation shall not operate to demonstrate a consent to any subsequent reequest for deviation.

5. SUBDIVISION OF LOTS

No lot shall be subdivided or its boundary lines changed, as to reduce the total square footage to less than 25,000 square feet, except with the written consent of the Architectural Committee; however, the owners hereby expressly reserve to themselves, their heirs and assigns, the right to replat any one or more lots shown on the plat of said subdivision.

6. NUISANCES

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.

7. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used or left on any lot at any time as a residence, either temporarily or permanently, nor will it be permissible to stockpile any form of construction materials or the parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house.

8. CONSTRUCTION

Any structure must be completed within one (1) year after the initial construction has been commenced. No concrete blocks,

cinder blocks or any similar type building materials shall be used in connection with the construction of any building erected upon said lots so that said materials area visible from the exterior of said building.

9. SIGNS

No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one (1) square foot, or a sign of not more than five (5) square feet advertising the property for sale or rent, or the normal signs used by a builder to advertise the property during the construction and sales periods only.

10. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised or bred, or kept on any lot, except that dogs, horses, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

11. SEWAGE DISPOSAL & ELECTRICAL SERVICE

No individual sewer disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Anderson County Health Department or such other governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such system, as installed, shall be obtained from such authority. In no event shall such system be located as to contaminate any stream or lake.

All electrical service shall be through underground service with each lot owner paying the cost of this service from his or her lot lines. No overhead service shall be permitted except where required by the utility company.

12. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, unless specified by the Architectural Committee as a landfill area to be systematically filled and covered properly for landfill purposes. Trash, garbage or other waste shall not be kept except in containers approved for sanitary conditions. All garbage cans and containers shall be screened in a manner in which they are not visible from the paved road. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or other shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. ARCHITECTURAL COMMITTEE

The Architectural Committee shall be composed of Jerry A. Meehan and W. Richard McClellion, or their successors as may be appointed by the remaining member. The Architectural Committee shall have sole discretion over the provisions hereof.

15. FUEL TANKS

All fuel tanks or containers shall be covered or buried underground consistent with normal safety precautions.

16. TELEVISIONS ANTENNAS

No tower or satellite dish for purposes of transmitting or receiving of radio or television frequencies shall be erected, constructed or maintained on any lot unless the location, height and construction of same shall be approved by the Architectural Committee.

17. TERM

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

18. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The various restrictive measures and provisions of this instrument are declared to constitute mutual restrictive covenants and servitudes for the protection and benefit of each lot; failure by the undersigned or any other person or person entitled to do so to enforce any measure or provision upon violation thereof shall not estopp or prevent enforcement thereafter or be deemed a waiver of the right to do so.

19. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall, in no wise, affect any of the other provisions which shall remain in full force and effect.

20. MAINTENANCE OF ROADS

All roads, if any, will be built to specifications similar to those of Anderson County and after completion will be offered by deed to Anderson County. In the event Anderson County accepts the deed to the roads in Cahaly Cove Subdivision, the provision of this section (SECTION 20) shall be null and void since the roads will be maintained and repaired by Anderson County. However, in the event Anderson County does not accept the roads in Cahaly Cove for maintenance and repairs, each owner of Lots No. 1 through ____, inclusive, as shown on the recorded plat, will be responsible for 1/____ of the maintenance and repairs to the roads in Cahaly Cove Subdivision. In the event the roads are

not accepted by Anderson County, there shall exist a Cahaly Cove Road Association which shall exercise control over all roads in Cahaly Cove. Each person owning a lot in Cahaly Cove by virtue of same, shall be entitled to a vote in regard to the operation and maintenance of said road. After the owners, W. Richard McClellion and Jerry A. Meehan, have constructed and paved all the roads in Cahaly Cove, the Association shall be responsible for the operation and maintenance of said road. All repairs, maintenance, operations or other matters pertaining to said roads shall be by a majority vote of the Association; provided, however, all lot owners in Cahaly Cove shall have the right to use said road in an uninterrupted manner at any time; provided further, however, that all roads in Cahaly Cove must be open to the public for at least one hour each and every day.

W. Richard McClellion and Jerry A. Meehan, for each lot within Cahaly Cove Subdivision, hereby covenant, and each owner of any lot acquired by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to Cahaly Cove Road Association any special assessments for capital improvements, repairs or maintenance. The special assessments, together with interest, cost and a reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property when each assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fee, shall also be the personal obligation of the owner of any such property at the time when the assessment fell due. The personal obligation or delinquent assessment shall

not pass to his successors in title unless expressly assumed by said successors. This special assessment can never be more than 1/____ share of the cost of repairs and maintenance of the roads in Cahaly Cove Subdivision, per individual lot.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 12% per annum. The Association may bring an action at law against the owners personally obligated to pay the same or foreclose the lien against the property. No owner may waive the otherwise escape liability from the assessment provided for herein by non use of the road or abandonment of the lot. The assessment constitutes a lien on the property, however, it shall be subordinate to any first mortgage lien. Any sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer, however, no sale or transfer shall relieve any previous lot owner from his personal obligation to pay the assessment according to these covenants.

21. BOAT DOCKS

The Corps of Engineers approval in writing must be secured prior to construction of any boat dock and each boat dock shall conform to their requirements.

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IN WITNESS WHEREOF, the undersigned have signed their names and affixed their seals this the 1 day of September, 1989.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Frances W. Bush

W. Richard McClellion (SEAL)
W. RICHARD MCCLELLION

Jerry A. Meehan

Jerry A. Meehan (SEAL)
JERRY A. MEEHAN

STATE OF SOUTH CAROLINA }
COUNTY OF ANDERSON }

PROBATE

Personally appeared before me the undersigned witness, and made oath that (s)he saw the within named W. Richard McClellion and Jerry A. Meehan sign, seal and deliver the foregoing covenants as the act and deed of Cahaly Cove Subdivision and that deponent, with the other witness subscribed above, witnessed the execution thereof.

SWORN to and subscribed before me
this 1st day of September, 1989.

Frances W. Bush

[Signature] U.S.
Notary Public for South Carolina
My Commission Expires: 11/3/95

RECORDED THIS .../... DAY
OF Sept... A.D., 1989.
IN VOL 887.. PAGE 156.
AT 3:11 P. M.
Lucy J. DeBault C.C.C.P.
ANDERSON COUNTY, S.C.

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SEP 1 3 11 PM '89
FILED FOR PROBATE