

## COVENANTS FOR STONE CREEK COVE

### ARTICLE III RESTRICTIONS OF THE SUBDIVISION

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2 ½) stories in height and attached garage for not more than three (3) cars. This provision shall be applicable to properties in the Subdivision and subject to the following modifications:

- (A) Supplemental or amended plat of the Subdivision may from time to time be filed by the Association, by which certain portions of the property previously referred to which are not designated as single-family lots may be converted to multi-family properties and properties which have not been developed, however identified on the plat, may be developed for either single family or multi-family purposes. The Association shall also have the right to relocate roadways in undeveloped areas, subject to the provision that no relocation shall be made which would adversely affect access to any lot or condominium unit now owned by any Homeowners, or access to any of the common properties.
- (B) The use restrictions contained in this Article shall not be applicable to land or undeveloped lots, which are converted to multi-family, except as otherwise specifically provided in this Article III.

The following shall be applicable to all lots in the Subdivision:

No fence or wall shall be erected, placed or altered on any lot, and no grading or filling which would change the elevation of any lot or significant portion thereof shall be done unless approved exclusively by the Architectural Control Committee of the Association.

The owner of any lot shall be expressly prohibited from removing or destroying any tree over three (3) inches in diameter at four and one-half (4 ½) feet above ground level without written consent of the Architectural Control Committee, unless such tree is located within ten (10) feet of the dwelling or within (10) feet of the approved site for such building. Any violation is subject to a One Hundred (\$100) Dollar fine for each tree so removed or destroyed, payable to the Association. Notwithstanding the foregoing it is further provided that all trees and bushes abutting or near roadways shall be maintained and trimmed in such a way that there is ten (10') feet clearance height from the edge of the roadway to the opposite edge of the roadway. The owner of such trees and bushes shall be responsible for maintaining such clearance as to trees and bushes on the owner's property and the Association shall be responsible for maintaining such clearance as to all other trees and bushes within the subdivision. In the event an owner fails to maintain the required clearance the Association may undertake to do so and assess the owner in question for such cost of clearing and trimming.

Section 2. Dwelling, Cost, Quality and Size. No single family dwelling shall be permitted on any lot at any cost of less than One Hundred (\$100) Dollars per square foot as of January 1, 2002, adjusted annually (increase/decrease) based upon US Department of Commerce Statistical Abstract of the US Price and Cost index for construction. It being the intention and purpose of the Covenant to assure that all dwellings shall be of a quality of workmanship and materials

substantially the same or better than that which could be produced on the date of the original covenants at the minimum cost stated herein for the minimum dwelling size. The heated area of the main structure exclusive of garages, carports, or open porches, shall be not less than one thousand eight hundred (1800) square feet. Existing homes built under the previous one thousand five hundred (1500) square footage guidelines are exempt from the above requirements. Existing home that are razed must be rebuilt according to current specifications. Multi-family or high density units, including patio homes, must be approved on a case by case basis by the Board of directors and the Architectural Control Committee with a minimum of fifteen hundred (1500) square feet and One Hundred (\$100) Dollars per square foot, adjusted annually (increase/decrease) of the above Index applies. All foundations shall be constructed so that they shall be underpinned with masonry construction around the entire perimeter and finished with brick, stone or similar skirting, including porches and steps, but allowing windows and ventilators. No manufactured homes and no mobile homes may be put on any lots under any circumstances.

The heated main floor of a two-story dwelling, exclusive of garages, carports or open porches, shall be not less than one thousand four hundred (1400) square feet with an aggregate of not less than two thousand (2000) square feet of heated area on both floors, and shall have attached thereto at main floor level a garage or carport adequate to garage the equivalent of not less than one and one-half (1  $\frac{1}{2}$ ) nor more than three (3) automobiles. For purposes of defining "main floor", it shall be that floor closest to ground level on the street side. The second floor may be either above or below the main floor, at least forty percent (40%) of the outside walls of that floor must be exposed and above grade.

In the type of construction commonly know as split-level, either but only one (1) of the two (2) levels situated one over the other shall be considered in determining the measurable square footage of the structure. One of these levels, together with the one-story portion of the dwelling, shall be not less than one thousand seven hundred (1700) square feet of heated living area, exclusive of the garages, carports or open porches.

The Architectural Control Committee shall use discretion in applying these restrictions to, and shall not unreasonably withhold approval of, unorthodox design. The Committee may, at its discretion, seek counsel of the Board of Directors.

Section 3. Building Location. No part of any building on a real estate lot shall be located on such lot nearer than forty (40) feet to the front lot line, front lot line being that portion of the lot fronting upon the road or access way, and no part of any building on a real estate lot shall be located nearer than ten (10%) percent of the effective front line width, but not to exceed fifteen (15) feet, to an interior lot line; interior lot line being that portion of the lot that is common dividing line with adjacent lots. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line except those lots fronting on the lakeshore. Other than street setbacks, these building setback lines shall not be applicable to high-density unites (e.g. patio homes).

Section 4. Subdivision of Lots. No lot shall be subdivided, or its boundary lines changed except with the written consent of the Board of Directors of the association and the Architectural Control Committee.

Section 5. Architectural Control. No construction of any nature whatsoever shall be commenced or maintained upon any particular lot, nor shall any exterior addition to or change or alteration therein be made unless and until the plans, specifications and elevations showing the nature, kind, shape, height, materials and location (including extent of topographical alteration) of the same shall have been submitted by the Owner or his representative to and approved in writing as to harmony of external design and location in relation to surroundings, structure and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. Such plans and elevations will be retained by the Architectural Control Committee. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and elevations shall have been submitted to it, approval will not be required and compliance will be deemed to have been fully received. Approval shall not be unreasonably refused and any disagreement between an owner and the Architectural Control Committee which cannot be resolved shall first be submitted to the Board of Directors and if disagreements still exist, then to arbitration. A three person arbitration board consisting of one (1) member selected by the Association's board, one (1) member selected by the owner and a third selected by the arbitrator for the Association and the arbitrator for the owner shall consider arguments of both parties and render a decision which shall be binding on both parties. Costs of arbitration for the member selected by the Association's Board will be the Association's responsibility, the owner will be responsible for the arbitration cost of his member and the cost of the third member will be borne equally by the Association and the owner.

Section 6. Construction Damage. Any damage caused by builders, contractors, subcontractors or utility companies to Common Area property or to privately owned property in the Subdivision shall be the responsibility of the owner who has employed or contracted with the builder or contractor involved. This shall include, without limitation, damage to roads (other than normal wear and tear) and parkways, to water lines, sewer lines, electric lines, damage resulting from diversion of water flow, or from falling trees, damage to nearby construction from blasting or excessive vibration and damage to adjacent lawns or gardens by failure to observe lot lines.

Section 7. 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. Boat trailers, boats, jet skis, abandoned cars and motor homes, etc. may be temporarily parked on the Owner's property for a period not to exceed seven (7) days.

Section 8. Temporary Structures. No structure of a temporary character, trailer, tents, shack, garage, barn or other buildings shall be used or left on any lot any time as a residence either temporarily or permanently, nor will it be permissible to stockpile any form of construction materials or the parking or equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house or condominium unit. At no time shall any vehicle or temporary structure be used as a dwelling.

Section 9. Construction. Any structure must be completed within one (1) year after the initial construction has been commenced unless written waiver is obtained from the Association extending such period.

Section 10. 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, of the normal signs used by a builder to advertise

the property during the construction and sales period only. Uniformity in signs must be consistent with the nature of the development.

Section 11. Clothes Lines, Garbage Cans, etc. Clothes lines shall not be permitted. All equipment, garbage cans, service yards, wood piles and storage piles shall be kept screened by adequate planting or other screening methods so as to conceal them from view of neighboring residents and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

Section 12. Satellite TV Dishes. No satellite TV dishes larger than twenty (20) inches (digital TV dishes) will be permitted.

Section 13. Oil and Mining Operations. No oil, quarrying or mining operations of any kind shall be permitted upon or in any lot, unless written permission is obtained from the Association.

Section 14. Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, but no more than two (2) such animals per property owner. The Anderson County leash law is applicable to Stone Creek Cove.

Section 15. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless approval of such system shall be obtained, in writing, from the Board and the Architectural Control Committee of the Association. Tap on fees shall be charged by the Association.

Section 16. Sight Distance at Intersections. No fence, wall, hedge or other shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the 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) feet 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 distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines. If the owner fails to comply with the line of sight requirement within thirty (30) days after notice by the Association, the Association shall take corrective action and expense will be billed to the homeowner.

Section 17. Covenants Running with the Land. All provisions of the Amended Declaration shall be construed to be covenants running with the land, and with every part thereof and interest therein, including, but not limited to, every real estate lot or condominium unit and the appurtenances thereto, and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these persons claiming under them for a period of thirty (30) years from the date these covenants shall be automatically extended for successive periods of ten (10) years each unless a instrument signed by a majority of then owners of the lots and condominiums has been recorded agreeing to change said covenants in whole or in part.

Section 18. Parking. Each lot owner shall provide space for parking of automobiles off the street prior to occupancy of any dwelling structures constructed on said lot or subdivision of lots in accordance with reasonable standards established by the Association.

Section 19. Enforcement. Each owner shall comply with the covenants, conditions and restrictions set forth in the deed to his residence or in the Amended Declaration and the Administrative Rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved owner. Failure by the Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 20. Maintenance. It is expected that each real estate lot or condominium unit owner shall maintain his lot equivalent to the standards of the community. In the event such real estate lot or condominium unit is not so maintained, the Board of Directors, after due notice to the owner, shall have permission to authorize its agents to enter upon and maintain the premises. The Board of Directors shall then have the authority to charge and bill the owner reasonable amounts for services rendered.

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