

## **Port Santorini Association By-Laws and Protective Covenants**

The attached By-Laws and Protective covenants are compiled from the records of the Oconee County Courthouse. The basic By-Laws and Covenants are printed in regular type (not bold) and are as recorded on pages 43 to 64 , book of Deeds No.1187 recorded November 28<sup>th</sup> of 2001.

The items printed in bold type were modifications approved by the association and filed on pages 62 to 64, book of deeds No. 1239 recorded September 9<sup>th</sup> of 2002.

This compilation was done January 14<sup>th</sup> of 2003

BY-LAWS OF  
PORT SANTORINI ASSOCIATION, INC.

PURPOSE OF THE PORT SANTORINI ASSOCIATION

The purpose of the Association, a South Carolina non-profit corporation, is to further the common interests of its members by making Port Santorini an attractive, enjoyable, and safe residential community and to promote compliance with the covenants, conditions, and restrictions of the Declaration of Easements and Protective Covenants of the Port Santorini Sub-Division.

TABLE OF CONTENTS

			PAGE #
ARTICLE	I	DEFINITIONS	2
ARTICLE	II	ASSOCIATE MEMBERSHIP	2 & 3
ARTICLE	III	MEETINGS OF MEMBERS	3 & 4
ARTICLE	IV	THE DIRECTORS	4, 5, & 6
ARTICLE	V	THE OFFICERS	6 & 7
ARTICLE	VI	AMENDMENTS	7

## ARTICLE I DEFINITIONS

The terms as used in these By-Laws are defined as follows:

- A. "Association" means the Port Santorini Association, Inc., a non-profit Corporation.
- B. "Board" means the Board of Directors of the Association.
- C. "By-Laws" means the By-Laws of the Association.
- D. "Declaration" means the Declaration of Easements and Protective Covenants for Port Santorini as recorded in the office of the Clerk of Court for Oconee County.
- E. "Developer" means Rochester Real Estate Company, and its successors.
- F. "Development" means Port Santorini Sub-division as the same may be shown on maps thereof.
- G. "Lot" means any lot in the development included from time to time in the definition of lot set forth in the declaration.
- H. "Owner" means:
  - 1) Any person corporation or other legal entity other than Rochester Real Estate Company, who holds fee simple title to any lot or parcel, **to include the person or persons represented by a trust (i.e Settlor and/or Trustee) if the property is held by a trust.**
  - 2.) Any person or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement, which provides that the purchaser shall be a member of the Association and the seller shall cease to be while said agreement is in effect.
  - 3.) The owner of two adjoining lots shall be considered to own one lot for voting and assessment purposes only if a single residential building is located on either lot or a portion of both lots.

## ARTICLE II ASSOCIATION MEMBERSHIP

**SECTION 1. CLASSES OF MEMBERS:** There shall be Members and Associate Members of the Association.

**SECTION 2. MEMBERS:** Each lot-owner shall, by reason of ownership, become a Member. There shall be one vote and one voting Member for each lot regardless of the number of persons who may have an ownership interest in the lot, or the manner in which title is held by them. The voting Member shall be designated at the request of the Association. When a Member ceases to be an Owner, such person shall no longer be a Member.

**SECTION 3. ASSOCIATE MEMBERS:** If not otherwise a Member, each of the following shall be entitled to be an Associate Member:

- a.) A Member's spouse and children who have the same principal residence as the Member.
- b.) Persons who by virtue of a contractual agreement with the developer are entitled to be Associate Members.
- c.) Persons who are tenants or otherwise are properly regular occupants of any dwelling situated in Port Santorini.

Associate Members shall normally have no vote or right to notice of any regular or special meetings of Members. However, a voting Member may delegate his/her voting privileges to an associate member who has the same principle residence as the Member. The privileges and duties of Associate Members shall be established from time to time by the Board by resolution and need not be the same as those of Members.

**SECTION 4. SUSPENSION OF PRIVILEGES OF MEMBERSHIP:** The Board may suspend the privileges and voting rights of any Member for:

- a.) Any person for which any Association charge on such Member's lot remains unpaid
- b.) The period of any continuing violation by such Member or Associate Member of the provisions of the Declaration after the existence thereof has been declared by the Board.
- c.) A period to be determined by the Board, for repeated violations of the By-Laws or the rules and regulations of the Association.

### ARTICLE III M E E T I N G S O F M E M B E R S

**SECTION 1. PLACE OF MEETINGS:** Any meeting of Members shall be held in Oconee County, South Carolina, at such place therein as may be stated in the notice of such meeting.

**SECTION 2. THE ANNUAL MEETING:** The annual meeting of Members shall be held on the third Saturday in May beginning in 1982.

**SECTION 3. SPECIAL MEETINGS OF THE ASSOCIATION:** Special meetings may be called by the Board at any time in the manner herein provided. A special meeting shall also be called upon the written petition of twenty percent of the Association's Members who would have the right to vote at such meeting. Such petition shall set forth the purpose of the special meeting.

**SECTION 4. NOTICES OF MEETINGS OF THE ASSOCIATION:** The Board shall give written notice of the place, date and hour of the meeting and, in case of special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered to all voting Members not less than twenty days nor more than forty days before the date of the meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail addressed to the Member at his address, as it appears on the Association's records, with postage prepaid; or such notice may be

published in any newspaper or publication printed under the auspices of the Association and distributed to all Members. At a special meeting, no business shall be conducted except that stated in the notice of said meeting.

SECTION 5. QUORUM: A quorum at either a special meeting or the annual meeting shall be representation, in person or by proxy, of thirty percent of the Members entitled to vote at such meeting. The vote of a majority of the votes entitled to be cast by the quorums at any meeting shall be necessary for the adoption of any matter voted upon by the Members, unless a greater proportion is required by law or the Association's By-Laws.

#### ARTICLE IV THE DIRECTORS

SECTION 1. POWERS. The Board shall:

- a.) Manage the affairs of the Association with the advice and consent of Members
- b.) Act in behalf of the Association on matters such as the execution of deeds, mortgages, notes, bills of sale, insurance, purchases and sales of property but only after appropriate prior approval by the Members.
- c.) Serve as an appeals board to review and adjudicate complaints filed in writing against any action or decision of any Association committee.
- d.) Designate a banking institution or institutions as depository for the Association's funds and the officer or officers authorized to make withdrawals as well as execute obligations on the Association's behalf.
- e.) Perform other acts the authority for which has been granted herein or by law.
- f.) Elect from among its directors the officers of the Association. It may also establish Association Committees and appoint the Members thereof, assigning to such committees responsibilities and duties not inconsistent with the provisions of these By-Laws or with the law.
- g.) The Board shall, prior to each annual meeting in each year starting 1982, develop an operating budget for the coming fiscal year July 1 through June. The budget shall then be submitted for approval by the Members at the annual meeting. After such approval, the Board shall, taking into consideration other sources of Association income, levy an annual assessment for each lot for the fiscal year, but the total of the assessments levied may not exceed the total amount of the annual budget. The Board shall not over-spend the total approved budget by more than ten percent without calling a special meeting of Members to obtain authorization.

**An annual assessment against lot owners shall be made in accordance with Section 7.D.a) of Declaration of Easements and Protective Covenants Port Santorini Subdivision.**

The members shall have had a reasonable opportunity prior to the annual meeting to review and comment on the Board's proposed budget either at hearings held thereon or through such other means as the Board may direct.



The Board may, by resolution, fix the time for payment of the annual assessments which may be monthly, quarterly, semi-annual or annual basis. No assessment shall be levied against lots owned by the Developer except as provided in recorded declarations.

SECTION 2. NUMBER OF DIRECTORS: The number of Directors shall be five.

SECTION 3. TERM: The Directors shall serve for a term of two years, except that in 1982, two of the Directors shall be elected to serve one year and three for two years. Thereafter, two Directors will be elected in the odd-numbered years and three in the even-numbered years, all for two-year terms. However, no Director may be elected to serve more than two consecutive terms. Directors' terms shall start immediately after adjournment of the annual meeting at which they are elected.

SECTION 4. QUALIFICATIONS OF DIRECTORS: A Director shall be at least twenty-one years of age and a Member.

SECTION 5. ELECTION OF DIRECTORS:

- a.) Election of Directors shall be by written ballot. In all elections of Directors, each Member eligible to vote or **Associate Member with voting privileges** may cast one ballot for each lot for which that person is the **designated voter**. On each ballot, the voting **person** shall cast one vote for each lot owned (**in accordance with Article I, Section H.3.**) to designate his or her choice of candidate for each vacancy to be filled. The candidates receiving the largest number of votes shall be elected to the vacancies to be filled.
- b.) A Nominating Committee of five members shall be appointed by the Board no later than fifty days prior to the annual meeting. The Committee shall nominate and submit to the Board no later than thirty days prior to the annual meeting a slate of candidates for Board vacancies to be filled by election at the annual meeting. The Nominating Committee may nominate a greater number of candidates than required to fill the anticipated vacancies.
- c.) The written ballot shall:
  - 1.) Describe the vacancy to be filled,
  - 2.) Set forth the names of those candidates recommended by the Nominating Committee,
  - 3.) Provide appropriate space for one write-in candidate for each vacancy to be filled.
- d.) Such ballots shall be prepared and mailed by the Secretary to each with the mailing of the notice of the annual meeting. Each Member entitled to vote shall receive one ballot for each lot for which that person is the voting Member.
- e.) The completed ballots shall be handled and processed in such a manner that the vote of any Member shall not be disclosed to anyone, including the Election Committee.

- f.) The Nominating Committee shall serve also as the Election Committee at the annual meeting. It shall verify the validity of all ballots cast, count the votes, and certify the results of the count at the annual meeting.
- g.) All ballots shall be retained by the Secretary for a period of ninety days after the annual meeting.
- h.) Any vacancy on the Board occurring between annual meetings shall be filled by the remaining Directors for the full unexpired term.

**SECTION 6. PROXIES:** Every Member entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such member of his duly authorized agent and filed with the Secretary. No such proxy shall be valid for more than eleven months from the date of its execution unless the written proxy specifies the length of time for which it is to continue in force, but in no event shall the proxy be valid for more than three years from its execution date.

**SECTION 7. MEETINGS OF THE BOARD OF DIRECTORS:** The Board shall meet at least quarterly. A majority of the Directors shall constitute a quorum to transact Board business. Special meetings of the Board may be called by a majority of the Board and shall be held at such place as the call or notice of the meeting shall designate. Notice of a special meeting shall be given, either in writing or orally, at least twenty-four hours prior to the date of said special meeting, but such notice may be waived by all Directors in writing. If a Board resolution is adopted setting forth the times of regular meeting, no notice of such meetings shall be required, or waived.

**SECTION 8. ACTION WITHOUT MEETING:** Unless prohibited by law, any action which may be taken at a Board meeting may be taken without a meeting if authorized in writing and signed by all of the Directors. This authorization shall be filed with the Secretary

## ARTICLE V THE OFFICERS

**SECTION 1. OFFICERS:** The officers of the Association shall be the Chairman, Secretary and Treasurer of the Board and such other officers and assistant officers as the Board may from time to time elect. Any two or more offices may be held by the same person, except the offices of Chairman and Secretary.

**SECTION 2. CHAIRMAN:** The Chairman shall preside at Board and Membership meetings and be vested with the powers and duties generally incident to the office of the Chairman and chief administrative officer of a non-profit corporation, except as may be otherwise set forth in the By-Laws.

**SECTION 3. SECRETARY:** The Secretary shall keep the minutes of the business and other matters transacted at the meetings of the Members and of the Board and shall mail, or cause to be mailed, all notices required under the By-Laws. The Secretary shall have the custody of the corporate seal and records, and maintain a list of the members and their addresses and perform all other duties incident to the office of Secretary. If the Chairman is unable to



preside at a Board meeting, the Secretary shall preside.

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**SECTION 4. TREASURER:** The Treasurer shall have custody of all the Association's funds, collect monies due, pay Association obligations with Association funds, and perform such other duties as are incident to the office of Treasurer. The Board may require that the Treasurer be bonded for such amount and under such conditions as the Board may require. The Board may also provide for a periodic audit of funds under the custody of the Treasurer.

**SECTION 5. REMOVAL OF OFFICERS:** Any officer may be removed when, in the judgment of the Board, the best interests of the Association will be served by such removal.

#### ARTICLE VI AMENDMENTS

These By-Laws may be amended by an affirmative vote of seventy-five percent of the Members present and voting at any annual meeting or any duly called special meeting of the Association, provided advance notice of the proposed amendment(s) is given in the call of the meeting.



## DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS PORT SANTORINI SUBDIVISION

This declaration is made on November 20, 1974 by Rochester Real Estate Company, a South Carolina Corporation.

### 1. RECITALS.

Rochester Real Estate Company is the owner and developer of that certain real property located in Oconee County, State of South Carolina, known as PORT SANTORINI (the development) a part of which is described in the Supplemental Declaration attached hereto as Exhibit No. 1 and made a part hereof.

Rochester Real Estate Company is the successor corporation to Rochester Real Estate of Seneca, Inc., a South Carolina corporation, pursuant to a statutory merger by which the said Rochester Real Estate of Seneca, Inc. was merged into Rochester Real Estate Company duly recorded on September 26, 1974 in the office of the Clerk of Court for Oconee County in Charter Book "D", page 90, and with the South Carolina Secretary of State on September 25, 1974.

Rochester Real Estate of Seneca, Inc. previously recorded "Easements and Protective Covenants" covering and pertaining to the following lots and parcels of Port Santorini:

- A. Section 1, Lots 40 through 60, inclusive, as shown on a plat thereof by Farmer & Simpson Engineers, dated January 29, 1973, and recorded in the office of the Clerk of Court for Oconee County in Plat Book P-34, page 174.
- B. Section 2-A, Lots 33 through 39, inclusive, and Lots 123 through 151, inclusive, as shown on a plat thereof by Farmers & Simpson Engineers, dated April 30, 1973 and revised June 21, 1973, and recorded in the office of the Clerk of Court for Oconee County in Plat Book P-34, page 190.
- C. Section 2-B, Lots 25-32, inclusive, and Lots 96 through 104, inclusive, as shown on a plat thereof by Farmer & Simpson Engineers, dated July 16, 1973, and recorded in the office of the Clerk of Court for Oconee County in Plat Book P-34, page 190.
- D. Section 3, Lots 16 through 24, inclusive, Lots 87 through 95, inclusive, and Lots 105 through 111, inclusive, as shown on a plat thereof by Farmer & Simpson Engineers, dated September 10, 1973 and recorded in the office of the Clerk of Court for Oconee County in Plat Book P-38, page 49.

Rochester Real Estate Company desires to amend the said Easements and Protective Covenants pertaining to the said lots which have been previously included and covered by the Easements and Protective Covenants set forth in paragraphs A,B,C and D above, specifically all lots and to apply the restrictions, covenants, easements set out herein to all lots to be sold or which have been previously sold for the benefit of all of the lots and parcels in the development and the owners and the future owners thereof.

NOW THEREFORE, Rochester Real Estate Company declares that all of the lots and parcels in the development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of the declaration, all of which are declared and agreed to be in furtherance of a plat for development, improvements and sale of said lots and parcels and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof. The provisions of this declaration are intended to create mutual equitable servitude upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between the respective owners of all such lots and parcels; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with land for the benefit of all other such lots and parcels in the development and their respective owners, present and future.

### 2. DEFINITIONS.

- A. "Association" means the Port Santorini Association, Inc., a South Carolina non-profit corporation.
- B. "Board" means the Board of Directors of the Port Santorini Association, Inc.
- C. "By-Laws" means the By-Laws of the Association.
- D. "Building Committee" means the Committee appointed by the developer to pass upon the plans of all structures to be constructed in the development as established herein.
- E. "Developer" and/or Declarant" means the Rochester Real Estate Company, a corporation, its successors and assigns.
- F. "Declaration" means the Declaration of Protective Covenants for Port Santorini, dated November (20), 1974 as the same may be supplemented or amended from time to time.
- G. "Development" means Port Santorini as the same may be shown on the maps or plats thereof recorded or

- which may be recorded from time to time.
- H. "Improvements" means all buildings, out buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennas, and any other structure of any kind or type.
- I. "Lot" means any numbered lot designated on the plat.
- J. "Owner" means:
- (1) Any person corporation or other legal entity other than Rochester Real Estate Company, who holds fee simple title to any lot or parcel, to include the person or persons represented by a trust (i.e Settlor and/or Trustee) if the property is held by a trust.
  - (2) Any person or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement in which agreement it is provided that the purchaser shall become an owner and seller shall cease to be the owner.
- K. "Parcel" means any named, lettered tract shown-on the plats.
- L. "Plats", means the maps or drawings of Port Santorini recorded in the office of the Clerk of Court for Oconee County in Plat Books P-34, page 174, P-34, page 190 and P-38, page 49, or which may be recorded in the office of the Clerk of Court for Oconee County.
- M. "Recorded" means duly presented to the Clerk of Court of Oconee County and accepted by him, given an appropriate number and filed for record in the office of the Clerk of Court for Oconee County.
- N. "Reserved Area" shall mean all of the real property designated as such in the supplemental declaration or on the plats of the development as recorded. Ownership of such areas may be retained by declarant and shall be put to such use as it shall deem best, consistent with the development.
- O. "Common Area" shall mean all of the real property designated as such in the supplemental declaration or on plats of the development recorded which shall have been conveyed to the Association or dedicated to the lot owners.
- P. "Single Family Dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage, or legal adoption, or a group of not more than (3) three adult persons not so related together with his or their domestic servants maintaining a common household in such dwelling.
- Q. "Supplemental Declaration" means:
- (1) The recorded supplemental declaration of the declarant attached hereto as Exhibit No. 1.
  - (2) In the case of real property being annexed to Port Santorini, the recorded supplemental declaration of declarant which incorporates the provisions of this declaration therein by reference. In either event, the supplemental declaration shall include a description of the real property in Port Santorini subject to the provisions of this declaration and shall designate the permissive uses of such property.
- R. **An 'Authorized Voter' is defined as a member or Associate Member with voting privileges in accordance with Article II, Section 2 and Section 3 of the By-Laws of the Association.**

### 3. LAND USE.

Lots and parcels in the development shall be designated in the supplemental declaration as to their permissible uses and shall thereupon become subject to the restrictions or other provisions of this declaration relating to such uses unless it is otherwise provided in the supplemental declaration. In such cases, to the extent that there may be a conflict between the provision of this declaration and those of the supplemental declaration, the provisions of the supplemental declaration shall apply to those lots or parcels described therein. In the event a use is designated for which no such provisions are contained herein (e.g. governmental, recreational, etc.) the same may be set forth in such supplemental declaration.

- A. **Single Family Residential.** Only single family dwellings and such outbuildings as are usually accessory thereto shall be permitted on any lot designated as single family residential. There shall be no evidence of any commercial activity on the premises (such as signs, equipment or stored materials) visible on the exterior of any buildings or elsewhere on any lot, except for those permitted under Art. 4 Sec. H. The following restrictions shall apply specifically to such lots unless it is otherwise provided in a supplemental declaration.
- (1) **Minimum Area.** Each dwelling shall have one fully enclosed floor entirely above grade (exclusive of roofed or unroofed porches, terraces, garages, carports or other outbuildings) with a minimum of 1,600 square feet for a one story dwelling, or not less than 1400 square feet on the first story plus 600 feet on the second story also entirely above grade for a dwelling of more than one story, or not less than

- 2000 square feet totally above grade in a dwelling of three levels or more .
- (2) Setbacks. Each such dwelling shall be at least:
    - (a) Twenty-five feet from the front lot line;
    - (b) Twenty feet from the rear lot line;
    - (c) Ten feet from the side lot line;
    - (d) In the event that the committee shall determine that application of the setbacks contained herein to a particular lot would unreasonably limit the use thereof by the owner and effectively deprive him of an appropriate construction upon said lot, the committee shall grant a variance to the owner of said lot from the provisions of these setback restrictions sufficient to enable the owner to construct a dwelling upon that lot.
  - (3) Reserved Areas. All lots or parcels in the development designated as reserved areas are and shall remain private property and declarant's recordation of a plat shall not constitute a dedication thereof to the public of any such reserved area located therein.
    - (a) Use. The use and enjoyment of reserved areas and improvements thereon, shall be subject to the rules and regulations governing the use of such property and improvements as may from time to time be adopted by the declarant.
    - (b) Maintenance. Subject to the provisions of Article 9 of this declaration, maintenance and reserved areas and repairs to any improvements thereon shall be the obligation and responsibility of declarant.
    - (c) Subsequent Dedication. At any time hereafter the declarant may offer any portion or all of the reserved areas for dedication to public use or to the Association, or a part of such reserved area to public dedication and a part to the Association and retain a part thereof. Prior to doing so, however, consent to such dedication or transfer shall be approved by a majority of the owners voting on the question at a special meeting of the Association called for the purpose of considering that question. In the event of approval of any offer or dedication to a governmental authority, such offer shall be subject to acceptance by the governmental authority pursuant to its then applicable standards.

**B No single family residence may be used for vacation rental. A vacation rental is hereby defined as:**

- (1) Rented, leased or assigned to tenancies for any period of less than one hundred eight (180) continuous days duration.
- (2) Made available for occupancy, possession, sleeping accommodation or lodging for one or more persons, for valuable consideration, for any period of less than one hundred eighty (180) continuous days duration.

**4. RESIDENTIAL RESTRICTIONS.**

The following shall be applicable to all lots and parcels within the development designated as residential in character and each owner, as to his lot or parcel covenants to observe and perform the same; however, on written appeal, the Building Committee, with the consent of the Board may grant variances to these restrictions if it finds that strict compliance would be prohibitively difficult and/or costly to observe.

- A. Accessory Outbuildings. Without the approval of the committee, no accessory outbuilding shall be erected on any lot or parcel prior to the erection thereof of a dwelling. In no event shall any such accessory
- B. Completion of Construction. Construction of any improvements, including basic landscaping once commenced, shall be completed within one year. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within one year shall be deemed a nuisance. Declarant or the association may remove any such nuisance or repair or complete the same at the cost of the owner.
- C. Prohibition Against Used Structures. Without the approval of the committee no used building or structures, intended for use as a dwelling shall be placed on any lot.
- D. Maintenance of Lots. All lots and parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, declarant or the Association shall have the right, through its agents and employees, to do so, the cost of which shall be added to and become a lien upon said lot and shall be enforceable by declarant as provided in Article 10 subparagraphs A and B of this declaration. Neither the

- developer nor any of its agents, employees or contractors shall be liable for any damages which may result from any maintenance work as performed.
- E. Disposal of Sanitary Waste. No outside toilets shall be constructed on any lot or parcel except for temporary toilets located for workmen during the course of construction of a dwelling which shall comply with appropriate governmental regulations. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to a sewage system approved by the committee and the appropriate governmental authority, if a system is available. When such system is available, all tap-on fees and charges shall be paid by the lot owner subject to any obligation which the developer specifically assumes in the contract of sale with an owner in which case the provisions of the contract will govern. Until a sewage disposal system is available, sewage disposal shall be by septic tanks approved by the appropriate governmental agencies.
  - F. Fences. All property lines shall be kept free and open and no fences, hedges, or walls shall be permitted thereon without committee approval.
  - G. Nuisances. No noxious or offensive activities shall be permitted on any lot or parcel.
  - H. Signs. No person, except the declarant, shall erect or maintain upon any lot or parcel or improvements any sign or advertisement, unless prior approval is obtained from the committee, provided, however, that an owner may place one "For Sale" sign, which design and size shall be standard and shall be approved by the committee.
  - I. Animals. No animal shall be kept or maintained on any lot or parcel except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.
  - J. Garbage and Refuse Disposal. No owner shall burn trash, garbage, or other refuse without a permit from the committee, nor shall any owner accumulate on his lot junked vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.
  - K. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks on any lot or parcel shall be either buried below the surface of the ground or screened to the satisfaction of the committee. Every receptacle for ashes, rubbish, or garbage shall be installed underground or be so placed and kept as not to be visible from any street or reserved area from within the development, or from Lake Keowee, except at times when refuse collections are made.
  - L. Restrictions on Temporary Structures. No travel or overnight trailers or tents shall be placed or erected on any lot or parcel for purposes of habitation. At no time shall a mobile home be placed on a lot or parcel.
  - M. Removal of Trees. No living tree over three inches in diameter shall be removed from any lot or parcel without prior written consent by the committee except such trees that are necessarily removed for the construction of a dwelling or as may be necessary for safety.
  - N. Limited Access. There shall be no motorized vehicle ingress or egress to any lot or parcel on the perimeter of the development except from designated streets or roads within the development.
  - O. Resubdivision of Lots. No lot or parcel shall be further divided except for adjustment of lot lines between adjacent owners.
  - P. Drilling and Mining. No drilling, refining, quarrying, or mining operations of any kind shall be permitted on any lot.
  - Q. Mail Boxes. The committee may establish a uniform design for all mail boxes and may designate where mail boxes may be located. If no uniform design is established, all mail boxes shall be approved by the committee.
  - R. Driveways. All driveways and parking spaces serving each residence shall be hard-surfaced composed of materials approved, in writing, by the Building Committee.
  - S. No vehicle, boat or other equipment shall be regularly parked adjacent to roadways, but such units may be temporarily parked adjacent to roadways, if off-roadway parking space is unavailable, under these conditions:
    - a) Duration of the parking, such as for visitors and party guests shall be of no more than 48 hours in duration.
  - T. No truck or commercial vehicle in excess of one (1) ton of carrying capacity nor any construction equipment (such as back-hoes, Bobcat tractors, fork-lifts and welding supply trucks) shall be regularly parked on any lot, whether or not it contains a residence, except those temporarily used for the construction of improvements, including landscaping, on the lot.
  - U. Boats, trailers, and recreational vehicles shall be parked at the side or rear of the residence behind its front line.

5. LAKE KEOWEE.

- A. **Ownership of Lakefront Lots.** The boundary of any lot shown on the plat as being adjacent to Lake Keowee shall be a line running at an elevation of 804 feet above mean sea level.
- B. **Responsibility for Damages.** The declarant shall not be liable for damages caused by erosion, washing, or other action of the water of Lake Keowee.

6. **THE BUILDING CONTROL COMMITTEE.**

- A. **General Powers.** All improvements constructed or placed on any lot or parcel in Port Santorini must first have the written approval of the committee. Such approval shall be granted only after written application has been made to the committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvements proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the committee may require.
- B. **The committee shall be composed of three members, to be appointed by declarant. Committee members shall be subject to removal by declarant and any vacancy from time to time existing shall be filled by appointment of declarant. The power to appoint or remove committee members may be (temporarily or permanently) transferred to the Association and shall be transferred to the Association when 75% of all lots and parcels in the development have been sold by declarant.**
- C. **Grounds for Disapproval.** The committee may disapprove any application:
  - (1) If such application does not comply with this declaration.
  - (2) Because of the reasonable dissatisfaction of the committee with grading plans, location of the proposed improvements on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of the roof proposed to be placed thereon.
  - (3) If, in the judgment of a majority of the committee reasonably exercised, the proposed improvement will be inharmonious with the development, or with the improvements erected on other lots or parcels.
  - (4) **Rules and Regulations.** The committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of application; required number of copies of plans and specifications; provisions for the notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove and other reasonable rules.
  - (5) **Variances.** The committee may grant reasonable variances or adjustments from the provisions in this declaration where literal application thereof results in unnecessary hardship and if granting thereof will not be materially detrimental or injurious to owners of other lots or parcels.
  - (6) **Certification of Compliance.** At any time prior to completion of construction of any improvement, the committee may require a certification, upon such form as it shall furnish from the contractor, owner or a licensed surveyor or engineer that such improvement does not violate any setback, ordinance or statute, nor encroach upon any easement or right-of-way of record, nor violate any other provisions of these restrictions.
  - (7) **Liability.** Notwithstanding the approval by the committee of plans and specifications or its inspection of the work in progress, neither it, the declarant, nor any person acting in behalf of any of them shall be responsible for any defects in any plans or specifications or other material submitted to the committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.
  - (8) **Appeals.** Any applicant shall have the right to appeal to the declarant (or to the Association if and when the declarant transfers the responsibility for the committee to it) from any decision of the committee within thirty days after the entry of such decision.
  - (9) **Restrictions on Construction of Model Homes.** Model or exhibit homes shall be built and used as such only with the prior written permission of the committee.

7. **PORT SANTORINI ASSOCIATION.**

- A. **General.** The Association is a South Carolina non-profit corporation organized to further and promote the common interest of property owners in the development. The Association shall have such powers in the furtherance of its purposes as are set forth in its articles and By-Laws.

- B. **Membership.**
- (1) **Class of Members.** There shall be members and associate members.
  - (2) **Members.** Each owner, and the developer, Rochester Real Estate Company, or its successors, shall by reason of ownership, become a member of the Association.
  - (3) **Associate Members.** If not otherwise a member, each of the following shall be associate members of the Association.
    - (a) The spouse and children of a member who have the same principal residence as the member.
    - (b) Persons who may be tenants or regular occupants of the dwelling situated within the development.
    - (c) Persons who by virtue of the contractual agreements with the developer are entitled to membership in the Association.
- C. **Rights, Privileges, and Obligations.** The rights, duties, and privileges and obligations of membership in the Association are as set forth in its articles and By-Laws.
- D. **Assessment.** Pursuant to the powers granted to it in its articles and By-Laws, the Association is hereby expressly authorized and empowered to levy:
- (1) Annual assessments against all lots in the development to fund the annual operating budget duly approved by the Association's membership provided, however, except as may be otherwise indicated, no assessment against a lot owner shall exceed One Hundred Forty-four (\$144) dollars unless increased by a two-thirds affirmative vote of all members voting in person or by proxy at a meeting called for such purposes. However, beginning with the fiscal year starting July 1, 2000, the Association's Board of Directors may increase any forthcoming year's assessment to exceed such maximum by up to five (5%) percent over the assessment levied for the previous year, even though that assessment exceeded One Hundred Forty-four (\$144) if the Board deems such an increase is necessitated by inflation.

In addition, the Association may levy:

- (2) A special assessment to finance a capital improvement or improvements, but it must be approved by a two-thirds affirmative vote of all members voting in person or by proxy at a meeting duly called in accordance with the Association's By-Laws; and
  - (3) A special assessment against any particular lot owner for payment of fines, penalties or other charges for failure to comply with the terms of the Declaration or the Association's By-Laws. The Association Board shall send written notice of the amount and due date of such special assessment to the lot owner at least thirty (30) days prior to that assessment's due date. This special assessment, if not paid by the due date, shall become a lien against the lot as hereafter provided under Art. 7. Sec. F.
- E. Declarant shall pay assessments on all lots owned by it in the sum of one-half of the assessment until 50% of the lots are sold and after that time declarant shall pay no assessments on any lot owned by it.
- F. **Collection and Lien.** The amount of the assessment levied by the Association shall be paid to it on or before the date or dates fixed by resolution of the board. If not so paid, the amount of such assessment, plus any other charges thereon, including interest at the maximum limit provided by law per annum from the date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot so assessed when the board causes to be recorded a notice of assessment which shall state the amount of such assessments and such other charges and a description of the lot which has been assessed. Such notice shall be signed by the secretary of the Association on the behalf of the Association. Upon payment of said assessment and charges, or other satisfaction thereof, the board shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and release of said lien.
- G. **Priority of Lien.** Conveyance of any lot shall not affect any lien for assessment provided herein. Such lien shall be prior to all other liens recorded subsequent to the said notice of assessment.
- H. **Enforcement.** The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage, and, in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any owner owing money to it which is available to it by law or equity for the collection of debt.
- I. **Proof of Payment.** Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.
- J. **Suspension.** The Association shall not be required to transfer membership on its books or to allow the

exercise of any right or privileges of membership on account thereof to any owner or to any person claiming under them unless or until all assessments and charges to which they are subject have been paid.

- K. The owner of two adjoining lots shall be considered to own one lot for voting and assessment purposes only if a single residential building is located on either lot or a portion of both lots.

#### 8. EASEMENTS.

- A. Reservations. The following easements over each lot or parcel and the right to ingress or egress to the extent reasonably necessary to exercise such easements, are reserved to declarant and its licensees:
- (1) Utilities. A five (5) foot wide strip running along the inside of said lot line for the installation, maintenance, and operation of utilities (excluding sewer) including radio and television transmission cables, and the accessory right to locate lines underground, remove trees, shrubs and planting wherever necessary upon such lot or parcel in connection with such installation, maintenance and operation. A sixteen (16) foot easement is reserved over each lot as shown by the plat of the development for the installation, maintenance and operation of sewage disposal.
  - (2) Other easements. Any other easements shown on the plat.
  - (3) Use of and Maintenance by Owners. The areas of any lots or parcels affected by the easements reserved herein shall be maintained continuously by the owner of such lot, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easement for the proposed purpose herein set forth. Improvements within such areas shall be maintained by the owner except those for which a public authority or utility company is responsible.
  - (4) Liability for use of Easements. No owner shall have any claim or cause of action against declarant or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the plat except in cases of willful or wanton misconduct.

#### 9. RESERVED AREAS.

Declarant has and will retain ownership of certain lands within the development, including, but not limited to, the streets, roads, and parks shown on the plats. There is, therefore, granted to the owners and occupants of each lot and parcel within the development an easement to travel along and upon said roads and streets; and, to use such reserved areas upon such terms and conditions as it, the Developer, may from time to time designate and establish. In no event, however, shall such terms and conditions ever deny access to any lot in the development by the owner thereof. Nothing herein contained shall prevent or prohibit declarant from dedicating streets and roads to appropriate governmental bodies or convey same to the Association to be used by the Association in accordance with these restrictions and according to its charter and By-Laws.

- A. In consideration of the granting of such easement and the undertaking of the declarant and/or the Association when and if such areas are conveyed to the association to maintain such reserved areas, the owner of each lot or parcel, by execution of a contract for the purchase of said lot or parcel or acceptance of a deed thereto, agrees to pay the Association an annual assessment of not more than the amount provided in Article 7.D of this declaration and in accordance with the By-Laws of the Association.

#### 10. MAINTENANCE OF VACANT LOTS.

- A. All lot owners shall maintain their lots as required by paragraph 4D of this declaration so that it is not unsightly and shall keep the lot free from high weeds, brush, litter and all other unsightly vegetation or matter. In the event an owner fails to maintain his lot in a presentable manner, declarant may maintain lot, solely within its discretion, and shall charge the owner thereof a maintenance fee of not more than Fifty (\$50) Dollars per year, according to the value of the dollar for the year 1974, said charge to be not more than the actual cost of the maintenance. The maintenance fee, if appropriate, shall constitute a lien against the lot upon recording of a verified charge of the cost of the maintenance and the amount thereof. Declarant shall have the right to enforce such lien as may be enforced by foreclosure of mortgages and may be a bidder at the foreclosure sale. Declarant may also pursue any other remedy at law or in equity against the owner of said lot or parcel for collection of debt.
- B. The powers given declarant herein shall not be exercised if the Association undertakes to maintain vacant lots and if it does so, declarant's rights hereunder shall be assigned to the Association so long as the vacant lots are

kept in accordance with the requirements hereunder. When declarant has sold fifty (50%) percent of the lots, the Association shall assume the duties hereunder and declarant shall not thereafter be obligated to maintain vacant lots nor shall it be entitled to charge lots owners therefore. Nothing herein contained shall give the Association the right to impose charges upon declarant respecting any lots owned by it.

#### 11. ANNEXATION.

- A. Property to be annexed. Declarant may, from time to time and in its sole discretion, annex to the development any other real property owned by declarant which is contiguous or adjacent to or in the immediate vicinity of the development.
- B. Manner of Annexation. Declarant shall effect such annexation by recording a plat of the real property to be annexed and by recording a supplemental declaration which shall:
  - (1) Describe the real property being annexed and designate the permissible uses thereof.
  - (2) Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restricted uses of reserved areas; and
  - (3) Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this declaration. Upon the recording of such plat and the supplemental declaration, the annexed area shall become a part of the development, as fully as if such area were part of the development on the date of recording of this declaration.

#### 12. ANNEXATION TO THE CITY OF SENECA AND FORMING UTILITY DISTRICT.

- A. Declarant believes that it is in the best interest of the development to become a part of the City of Seneca as soon as feasible and intends to pursue annexation of the subdivision to the City of Seneca whenever the development can be legally annexed to said City. Each grantee or purchaser, by the acceptance of a deed or upon execution of a binding contract which gives such grantees or purchaser the right to vote on such question, covenants and agrees that he will vote affirmatively in any election held on the question at the request of the declarant or shall execute any petition for annexation upon request of the declarant.
- B. Water Service and Sewage Disposals. By reason of the requirements of the federal government, appropriate governmental bodies may establish a sewer and/or water district which includes the development to provide sewage disposal services to the development. All lot owners covenant to vote affirmatively for including the assessment is comparable with other charges in Oconee County for like services.

#### 13. REVISION OF PLATS.

Notwithstanding the provisions and conditions herein contained, declarant intends to prepare and record subdivision plats and does hereby reserve unto itself, its successors and assigns, the right to relocate, open or close streets shown on said plats, and to revise, resubdivide and change the size, shape dimension and location of lots, the covenants, conditions, restrictions and reservations hereby imposed shall be applicable to the resulting lots in lieu of the lots as originally shown on said plat prior to such revision, relocation or change, provided, however, that no lot sold prior to such revision, relocation or change shall be deprived of that portion of the street or streets on which it bounds nor of access to such lots from the streets in the subdivision.

#### 14. REMEDIES.

- A. Enforcement. Declarant and each person to whose benefit this declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.
- B. Suspension of Privileges. The board may suspend all voting rights, if any, and all rights to use the Association's property of any owner for any period during which any association assessment or other obligations remains unpaid, or during the period of any continuing violation of the provisions of this declaration by such owner after the existence thereof has been declared by the board.
- C. Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity.

No delay or failure on the part of any aggrieved party to invoke an available remedy in respect to a violation of any provision of this declaration shall be held to be a waiver by that party of any right available to him upon reoccurrence of



continuance of said violation of the occurrence of a different violation.

15. GRANTEE'S ACCEPTANCE.

Each grantee or purchaser of any lot or parcel shall by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase of a lot or parcel either from the declarant or a subsequent owner of such lot or parcel accept such deed or contract upon and subject to each and all of the provisions of this declaration and to the jurisdiction, rights, powers, privileges, and immunities of declarant and of the Association.

By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors, and assigns, lessees and/or lessors, covenant, consent and agree to and with declarant and the grantee or purchaser of each other lot to keep, observe, comply with and perform the covenants, conditions, and restrictions contained in the declaration.

16. SUSPENSION OF RESTRICTIONS.

The provisions on improvements, use and occupancy set forth herein shall be suspended as to any lot, parcel or other area while and so long as the same is owned by or leased to the State of South Carolina or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such lot, parcel or area for said purposes. On cessation of such use, such provisions shall become applicable again in their entirety. While owning or leasing and using such owner shall have no rights as a member of the Association, nor shall he be liable for any Association assessments.

17. SEVERABILITY.

Every provision of this declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

18. CAPTIONS.

Paragraph captions in this declaration are for convenience only and do not in any way limit or amplify the term or provisions hereof.

19. TERM AND AMENDMENT.

The provisions of this declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the development until January 1, 2005, after which time the same shall be extended for successive periods of ten (10) years each. This declaration may be amended by the affirmative vote of a majority of the **authorized voters** of all lots in the development entitled to vote and recording an amendment to this declaration duly executed by (a) the required number of such owners required to effect such amendment; or, (b) by the Association, in which latter case, such amendment shall have attached to it a copy of the resolution of the board attesting to the affirmative action of the requisite number of such owners to effect such amendment, certified by the secretary of the Association.

20. Lots 61 through 68 (Commonly known as the Tennis Court and Recreation Area)

Lots 61 through 68 are reserved as a recreation area for the exclusive use and enjoyment of Port Santorini residents and their guests. This land may not be sold or used for private residential use unless approved by a majority of authorized voters in accordance with the By-Laws and Covenants of the Association.

IN WITNESS WHEREOF, Rochester Real Estate Company by its duly authorized officer has executed this agreement this day and date first above written.

In the presence of:

s/ Rebecca M. Fisher  
s/ Wilmer R. Tatum, Jr.

ROCHESTER REAL ESTATE COMPANY  
By: \_\_\_s/ James M. Williams, III  
Attest: s/ S. B. Rochester, jr.

