

STATE OF SOUTH CAROLINA)

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STATE OF
SOUTH CAROLINA
COUNTY OF ABBEVILLE

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COUNTY OF ABBEVILLE)

PROTECTIVE COVENANTS BOOK 385
Title PAGE 311
CLERK OF COURT

CLEARVIEW SHORES

WHEREAS, LAKE SECESSION DEVELOPMENT, LLC was the owner of a tract of land in the County of Abbeville, State of South Carolina which was developed as a residential subdivision known as Clearview Shores, and shown on subdivision plat of which shows: Lots One (1) through Twenty-five (25) and Lot 1-A, inclusive, made by Nu-South Surveying, Inc., dated August 23, 2007 and recorded in the Office of the Clerk of Court for Abbeville County, South Carolina in Slide 65 at page 12; and Lots Twenty-six (26) through Thirty-three (33) inclusive, made by Nu-South Surveying, Inc., dated July 10, 2009 and recorded in the Office of the Clerk of Court for Abbeville County, South Carolina in Slide 68 at page 47; and Lots Thirty-four (34) through Thirty-seven (37) inclusive, made by Nu-South Surveying, Inc., dated October 15, 2009 and recorded in the Office of the Clerk of Court for Abbeville County, South Carolina in Slide 68 at page 69.

WHEREAS, the use of said property is intended for residential and commercial timberland purposes only and in order to protect said property as a residential development, the undersigned desires to impose certain protective and/or restrictive covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the foregoing benefits accruing to the present and future owners of the homes and lots of land included in said subdivision, the undersigned, Clearview Shores Homeowners (hereinafter referred to as the "CSH") does hereby impose the following revised protective covenants:

- 1) LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes, or commercial timberland. Only one single-family residence shall be erected, altered, placed or permitted on any lot.
- 2) DWELLING LOTS, QUALITY AND STYLE, SIZE:
 - a. There shall be no dwelling erected on any one of said lots containing less than sixteen hundred (1600) square feet of heated space and no less than twelve hundred (1200) on main level.
 - b. All driveways shall be asphalt, concrete, or gravel.

- 3) DIVISION OF LOTS: No lot shall be subdivided or its boundary lines changed except the right to replat any two or more lots shown on the plat of the subdivision in order to create a lot or lots each larger in size than any one of the lots so subdivided or replatted. Each owner, regardless of the number of lots owned, shall only have one vote and pay one share into any future CSH fund.
- 4) 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 neighbors. Residents and occupants shall refrain from any act or use of the property, which could reasonably cause embarrassment, discomfort or annoyance to owners and occupants of any other lot made subject to these protective covenants. All provisions of the protective covenants, which govern the conduct of owners and which provide for sanctions against owners shall also apply to all occupants and the guests of invitees of owners and occupants. The owner shall be responsible for ensuring occupants, guests, invitees and licensees of the owner and occupant strictly comply with all provisions of the protective covenants.
- 5) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, tents, shacks, barn or other outbuildings shall be used or left on any lot at any time as a residence temporarily or permanently, nor is it permissible to stockpile any form of construction materials or parking of equipment on any lot which would be unsightly to the community, except during actual time of construction of said dwelling.
- 6) MOBILE HOMES: No mobile home or manufactured home of any type, whether on wheels or jacks or permanent foundations, will be allowed in this subdivision regardless of cost.
- 7) CONSTRUCTION: Any structure must be completed (certificate of occupancy issued) within one (1) year after the initial construction has been commenced.
- 8) SIGNS: No advertising or business sign of any kind shall be displayed in public view on any lot except a professional sign not more than one (1) square foot, or a sign not more than five (5) square feet advertising the property for sale, or normal signs used by builders to advertise property during construction/sales period only.
- 9) LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any 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.

- 10) GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a rubbish dumping ground. Trash, garbage or other waste shall not be kept except in containers approved for sanitary conditions.
- 11) ARCHITECTURAL CONTROL:
- a. No fence or barrier shall be erected, placed or altered on any lot, thus not restricting adjacent lots from a view of the waterfront.
 - b. No exterior clotheslines of any type and no above ground swimming pools shall be permitted upon any lot.
 - c. All garbage cans and other similar items shall not be visible from the street in front of the lot.
 - d. Above ground tanks will be permitted for storage of fuel, water or any other substance. These tanks shall not be visible from the street or adjacent lots.
 - e. Portable manufactured buildings that are of the same finish, and complementary to the color and material of the primary residence are acceptable. Placement must comply with County building codes.
 - f. All boats, jet skis, trailers, campers, motor homes, and other recreational vehicles shall be stored in garages, at the owners dock or other approved areas/structures.
 - g. Sea walls, boat lifts and boat houses constructed shall be approved by the appropriate governmental authorities.
- 12) ADDITIONAL TERMS:
- a. Owners, occupants and their guests shall use the common property and all portions of the community not contained within a lot at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon.
 - b. The CSH may unilaterally amend these protective covenants for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any owners hereunder nor shall it adversely affect title to any lot without the consent of the affected owner.
- 13) TERM: These covenants are to run with the land and shall be binding on 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 each unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

- 14) 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 recover damages.
- 15) 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.
- 16) GENDER AND GRAMMAR: The singular, wherever used herein, shall be construed to mean the plural, when applicable, and use of the masculine/feminine pronoun shall include neuter, masculine and feminine.

These covenants and restrictions are solely for the benefit of all present and future owners of lots in the aforesaid tract referred to above and may not be changed or modified unless approved by a majority plus one of the lot owners.

Owners as of Filing:

Lots 1A, 30, 37: Brian G. Dengel
Lot 1: Milton W. Moser
Lots 2, 29: Anna May De La Merced
Lots 3, 4, 36: Paul & Sallie Mullett
Lot 5: Maria & Romyson Damasceno
Lot 6: Ross & Margaret Mendenhall
Lot 7: Ross & Mark Mendenhall
Lots 8,9,10,34,35: James & Ann M. Hood
Lots 11,12: Kathleen Samnik
Lot 13: Angie & Roger Bailey

Lot 14: Thomas Steven Simpson
Lot 15: Patrick Kilcommon
Lot 16: Michael Conley & Stacey N. Wilkinson
Lot 17: James A. Jr., & Angela B. Sykes
Lot 18: James C. Jr. & KittyRhett R. Webb
Lot 19: Jordan W. & Amber G. Hall
Lot 20: Darren C. & LeeAnn B. Hook
Lots 21 thru 28: Michael J. & Sharon K. Fox
Lots 31,32,33: Mark T. & Amanda F. Dalto

Clearview Shores Homeowners:

Michael J Fox
PRINT NAME

Michael J Fox
SIGNATURE

SHARON K. FOX
PRINT NAME

Sharon K Fox
SIGNATURE

Mark Dalton
PRINT NAME

Mark Dalton
SIGNATURE

Marge Mendenhall
PRINT NAME

Marge Mendenhall
SIGNATURE

ROSS MENDENHALL
PRINT NAME

Ross Mendenhall
SIGNATURE

Sallie S. Mullett
PRINT NAME

Sallie S. Mullett
SIGNATURE

Paul Mullett
PRINT NAME

Paul Mullett
SIGNATURE

STATE OF SOUTH CAROLINA
COUNTY OF ABBEVILLE

IN WITNESS WHEREOF, I have hereunto set by hand and seal this 19th day of August, 2023, the above person(s), who are personally known to me, acknowledged that he/she executed the foregoing instrument by his/her signature here.

SWORN to before me this 19th Day of August, A.D. 2023.

Stacey N. Wilkinson (SEAL)
Notary Public for S.C.

My Commission Expires: February 12, 2025

Clearview Shores Homeowners:

BRIAN G. DENGEL
PRINT NAME

B. G. Dengel
SIGNATURE

Anna May de la Hened
PRINT NAME

Anna May de la Hened
SIGNATURE

Ann M. Hood
PRINT NAME

Ann M Hood
SIGNATURE

James A. Hood
PRINT NAME

James A Hood
SIGNATURE

Amber Hall
PRINT NAME

Amber Hall
SIGNATURE

Jordan Hall
PRINT NAME

Jordan Hall
SIGNATURE

Darrel Hook
PRINT NAME

Darrel Hook
SIGNATURE

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Stacey N. Wilkinson (SEAL)
Notary Public for S.C.

My Commission Expires: February 12, 2025

Clearview Shores Homeowners:

KittyRhett R. Webb
PRINT NAME

KittyRhett R. Webb
SIGNATURE

James C Webb Jr
PRINT NAME

James C Webb Jr
SIGNATURE

Michael Sammie
PRINT NAME

Michael Sammie
SIGNATURE

DaeAnn Hook
PRINT NAME

DaeAnn Hook
SIGNATURE

Angela B Sykes
PRINT NAME

Angela B Sykes
SIGNATURE

JAMES A. Sykes
PRINT NAME

JAMES A. Sykes
SIGNATURE

ROGER BAILEY
PRINT NAME

ROGER BAILEY
SIGNATURE

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SWORN to before me this 19th Day of August, A.D. 2023.

Stacey N. Wilkerson (SEAL)
Notary Public for S.C.

My Commission Expires: February 12, 2025

Clearview Shores Homeowners:

Ange Brady
PRINT NAME

Ange Brady
SIGNATURE

Kathleen Samnik
PRINT NAME

Kathleen Samnik
SIGNATURE

Michael Conley Wilkinsin
PRINT NAME

Michael Conley Wilkinsin
SIGNATURE

Thomas Steven Simpson
PRINT NAME

Thomas Steven Simpson
SIGNATURE

PRINT NAME

SIGNATURE

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In the presence of:

SWORN to before me this 19th Day of August, A.D. 2023.

Pamela M. Cannon

Paul W. Cannon

Stacey N. Wilkinsin (SEAL)
Notary Public for S.C.

My Commission Expires: February 12, 2025