

Newton
10-00 001646

FILED FEB 22 1995
CLERK OF COURT

FEB 22 11 32 AM '95

BOOK 0851 PAGE 0057

STATE OF SOUTH CAROLINA) EASEMENTS AND PROTECTIVE
COUNTY OF OCONEE) COVENANTS
CLERK OF COURT

WHEREAS, Warren S. Carpenter is the owner of property situate in Oconee County, South Carolina and embraced in a plat entitled Berwick Subdivision, said plat being recorded in the office of the Clerk of Court in and for Oconee County, South Carolina in Plat Book A390 at page 6.

WHEREAS, Lots 1 through 12, as shown on the above mentioned plat, known as Berwick Subdivision, are intended for development for residential purposes only.

NOW THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of said tracts, Warren S. Carpenter does hereby impose the following protective and/or restrictive covenants:

1. EASEMENTS

(a) Utilities and Drainage. The Developer reserves unto itself, it's successors and assigns, easements for installation and maintenance of utilities and drainage over the front and side lot lines for ten(10) feet over each lot, with the right to ingress and egress to the extent reasonably necessary to exercise such successors and/or assigns:

(b) Use and Maintenance by Owners. The areas of any lot affected by easements reserved herein shall be maintained continuously by the owner of such lot. No activities may be undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth.

(c) Liability for use of Easement. 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 herein. Developer reserves unto itself the right to convey the easements herein set forth to a utility company for the installation of said utility.

2. LAND USE

(a) 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. No mobile homes, house trailer, or structure of a temporary character shall be placed on any lot at any time, either temporarily or permanently. No lot shall be used for repair work on an automobiles or vehicles whether performed by owner or not. All boats and equipment used in connection therewith, such as trailers, and all vehicles other than automobiles shall not be kept on any lot unless kept in an attached or unattached garage.

Randall M. Newton
Attorney at Law

1

Recorded 23 day of Feb 1995
Book 851 Page 57
Fee
R. F. Williams
Auditors Oconee County, S.C.

(b) No lot shall be subdivided unless all portions of divided lot are added to adjacent lots and in which case the subdivided lot will no longer exist.

(c) No trade or business and no unsanitary, offensive, noxious or unsightly conditions of any cause whatsoever shall be maintained, licensed or suffered to exist on said lot. For the purposes of this covenant, the sale of real estate embraced in aforementioned plat, the construction of dwellings, and the operation of utility systems shall not apply to this section.

(d) No oil or mining operation shall be conducted upon any lot.

(e) No tract owner nor any other person may destroy the natural environmental appeal of the land. Any clearing of land must not be left bare of plant growth so as to create an erodable situation. All drainage created by any building or improvement of the land must not create an erodable situation.

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

3. ARCHITECTURAL GUIDELINES

(a) Quality. All dwellings and outbuildings shall be constructed of good quality new materials and proper workmanship to insure that no dwelling or outbuilding will present an unsightly appearance or have any detrimental effect on property values embraced in the aforementioned plat. The foundations of all dwellings and outbuildings shall be completely underpinned with an exterior surface of brick, stucco, rock or other material that completely hides all concrete block and the mortar joints thereof. The exterior surface of all garages or outbuildings shall be compatible with the material and construction of the exterior surface of the dwelling located on said lot. All buildings shall have roofs of not less than 6 in 12 pitch and not less than 12 inch overhangs. Tin, unpainted aluminum and rolled roofing materials is not permitted. All driveways to be surfaced with a hard material, i.e. concrete, asphalt, interlocking pavers, brick, etc. (Gravel is not acceptable). The exterior of all houses and other structures must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities.

(b) Size. All dwellings shall have minimum heated, finished, and livable area, exclusive of basements, porches, decks, garages or attached exterior storage areas of not less than 1,600 square feet. A dwelling with a walk out basement and/or second floor shall not have less than 1,200 square feet on the ground floor for . In no case shall the total heated, finished, livable square footage be less than 1600 square feet. All dwellings shall have an enclosed two(2) car garage, either attached or unattached, with a minimum of 450 square feet. No building shall exceed two (2) stories plus a basement in height.

(c) Building Location. No part of any building shall be located on any lot nearer than

forty (40) feet to the front lot line, ten (10) feet to an interior lot line, nor nearer than fifty (50) feet to the rear line. 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. For the purpose of this covenant, eaves, steps, decks, and porches shall be considered as a part of the building. Driveways, sidewalks, and paths are not considered as part of the building.

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

4. SIGNS

No signs 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 not exceed 2 feet by 3 feet in size for the advertising of sale of lots or the homes on said lot.

5. GARBAGE AND REFUSE DISPOSAL

No garbage or refuse shall be dumped or otherwise placed or disposed upon any tract. Adequate storage of garbage receptacles must be provided by the residents, and shall be shielded from view.

6. SEWAGE DISPOSAL

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 Oconee County Health Department or such agency or authority as may be authorized by law to approve private sewage disposal systems.

7. BERWICK ROAD OWNERS ASSOCIATION

The Berwick Road Owners Association (hereinafter called "Association") has been established for the purpose of continuous maintenance and upkeep of the private road, sign, and landscaping of sign and road right-of-way which are for the use and benefit of all Owners, as is more fully set forth in the By-laws of the Association. Each Owner of lots 1 through 11 shall automatically be a member of the Association and each Owner will have one vote for each lot owned, and each Owner shall be subject to assessments made by the Association, all as provided in the Association By-Laws. Each Owner of lots 1 through 11 shall have an undivided One-eleventh (1/11) interest in the private road shown on above named plat.

8. ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons

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violating or attempting to violate any covenants either to restrain violation or 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 tract. Failure by the undersigned or any other person or persons entitled to do so to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or by deemed a waiver of the right to do so. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

9. TERMS

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) 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 then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, Warren S. Carpenter has executed these Easements and Protective Covenants this 20th day of February, 1996.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Randall M. Newt
Randall M. Newt

Warren S. Carpenter
WARREN S. CARPENTER

STATE OF SOUTH CAROLINA)
 :
COUNTY OF)

PROBATE

PERSONALLY appeared before me, the undersigned witness, who, upon being duly sworn, states that he saw the within-named WARREN S. CARPENTER sign, seal and as his act and deed, deliver the within-written Easements and Protective Covenants for the purposes therein written, and that (s)he, with the other witness ascribed, witnessed the execution thereof.

SWORN to before me this
20th day of February, 1996.

Randall M. Newt (LS)
Notary Public for South Carolina
My commission expires 1-19-06

Randall M. Newt

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COUNTY OF SOUTH CAROLINA
FEB 22 11 32 AM '96
SALLEE O. SMITH
CLERK OF COURT

Return to: DEAN BUCKLEY
213 Berwick Ct.
Seneca, SC 29672
1900

BOOK 1241 PAGE 199

014866

STATE OF SOUTH CAROLINA) AMENDMENTS TO EASEMENTS
) COVENANTS, AND RESTRICTIONS FOR
COUNTY OF OCONEE) BERWICK SUBDIVISION

WHEREAS, Warren S. Carpenter, as Owner, developed a subdivision known as Berwick Subdivision and caused Easements and Protective Covenants to be placed upon said subdivision composed of Lots Number One (1) through Number Twelve (12) according to a survey thereof recorded in plat Book A390 at Page 6 in the Office of the Clerk of Court for Oconee County, South Carolina; and

WHEREAS, said Easements, Covenants, and Restrictions were recorded in Deed Book 851 at Page 37 in the aforesaid office; and

WHEREAS, Paragraph 7 of said Easements, Covenants, and Restrictions discusses the establishment of Berwick Road Owners Association and imposes certain rights and responsibilities on the owners of Lots One (1) through Eleven (11) of Berwick Subdivision; and

WHEREAS, the property owners deeded the road right-of-way and road system to Oconee County, South Carolina, for maintenance, thereby relieving the Road Owners Association of its responsibility to maintain the subdivision road that runs through Berwick Subdivision; and

WHEREAS, the undersigned, constituting all of the owners of Lots One (1) through Eleven (11) of Berwick Subdivision, desire to amend said Easements and Protective Covenants;

NOW, THEREFORE, know all men by these presents that the undersigned do hereby amend the afore-described Easements and Protective Covenants of Berwick

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OCONEE COUNTY, S.C.
REGISTER OF DEEDS

2007 SEP 19 A 11:35

Subdivision as follows:

Paragraph 7 is deleted in its entirety and is substituted with the following paragraph, which shall be designated as Paragraph 7:

"7. Berwick Homeowners Association, Inc.

The property owners of Lots One (1) through Eleven (11) of Berwick Subdivision shall form a property owners association known as Berwick Homeowners Association, Inc., (hereinafter "the Association"). All owners of said lots, their heirs, successors, personal representatives, and assigns, shall be members of the Association which shall be governed by a Board of Directors consisting of four (4) members who are elected by the members of the Association and shall serve a term of two (2) years or until such time as their successors are elected. Each lot owner, his heirs, successors, personal representatives and assigns shall abide by the original Easements and Protective Covenants and this amendment and shall pay to the Association:

- 1) Annual assessments and charges as may be assessed by the Association from time to time; and
- 2) Costs incurred by the Association in performing its obligations or those of any of the lot owners.

The annual assessments shall be a charge and a continuing lien on the real and improvements situated on each lot against which the assessment is made. Payment of the assessments, together with any interest which may accrue thereon, shall be the personal obligation of the person or entity which is the owner of the lot against which the assessment is made. The annual assessment shall be determined by the Board of Directors and shall be billed to each owner no later than October 30 of each calendar year for the purpose of maintaining the common property, entry way, and utilities and signage of Berwick Subdivision so as to keep such in a state of maintenance as, in the opinion of the Board of Directors, is reasonable and prudent for the maintenance of property values of Berwick Subdivision.

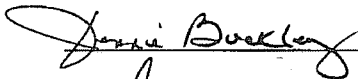
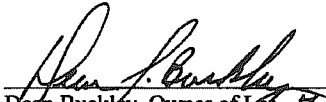
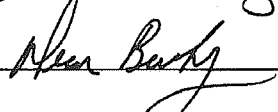
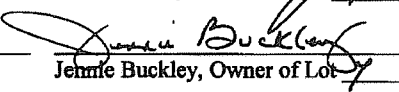
The Association shall establish a reserve fund from its regular annual assessments to be held in reserve for future improvements that, in the opinion of the members of the Association, are necessary for maintaining the property values of Berwick Subdivision."

The remaining terms and conditions of the Easements, and Protective Covenants

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of Berwick Subdivision previously recorded shall remain in full force and effect. In the event that the previously-recorded easements and protective covenants for Berwick Subdivision may contradict the terms and conditions of the substitute for Paragraph 7 that is stated herein, then the terms and conditions of the Paragraph 7, above, shall control.

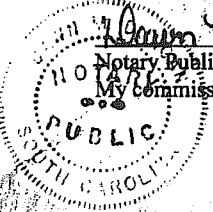
IN THE PRESENCE OF:

			
		Dean Buckley, Owner of Lot 7	
			
		Jennie Buckley, Owner of Lot 7	

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT

Personally appeared before me, a Notary Public for South Carolina, the foregoing property owner(s) and acknowledged their execution hereof this 16 day of Sept, 2002.


 Dawn M. Duran
 Notary Public for South Carolina
 My commission expires 11-12-2007

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2002 SEP 19 A 11:35

IN THE PRESENCE OF:

[Signature] [Signature]
Rod Martin, Owner of Lot 1

[Signature] [Signature]
Betty Martin, Owner of Lot 1

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF OCONEE)

Personally appeared before me, a Notary Public for South Carolina, the foregoing property owner(s) and acknowledged their execution hereof this 9 day of September, 2002.

[Signature]
Notary Public for South Carolina
My commission expires 9/3/2012

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OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2002 SEP 19 A 11:35

IN THE PRESENCE OF:

Dr. Amir Ahmad-Buckley *Raza Hassan*
 Raza Hassan, Owner of Lot 2

Alan J. Eubly *Sadar Hassan*
 Sadar Hassan, Owner of Lot 2

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
 COUNTY OF OCONEE)

Personally appeared before me, a Notary Public for South Carolina, the foregoing
 property owner(s) and acknowledged their execution hereof this 10 day of
September, 2002.

Dr. Amir Ahmad-Buckley
 Notary Public for South Carolina
 My commission expires 9/3/2012

FILED FOR RECORD
 OCONEE COUNTY, S.C.
 REGISTER OF DEEDS
 2002 SEP 19 A 11:35

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IN THE PRESENCE OF:

[Signature]
witness

Bill Blohm
Bill Blohm, Owner of Lot 3

[Signature]
witness

Debra Blohm
Debra Blohm, Owner of Lot 3

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT

Personally appeared before me, a Notary Public for South Carolina, the foregoing property owner(s) and acknowledged their execution hereof this 10 day of September, 2002.

[Signature]
Notary Public for South Carolina
My commission expires 9-3-2012

FILED FOR RECORD
OCONEE COUNTY, S.C.
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2002 SEP 19 A 11:35

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IN THE PRESENCE OF:

Heaven J. Buckley

Donnie Fricks
Donnie Fricks, Owner of Lot 4

Jamie Stinson Dockery

Tracy Fricks
Tracy Fricks, Owner of Lot 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

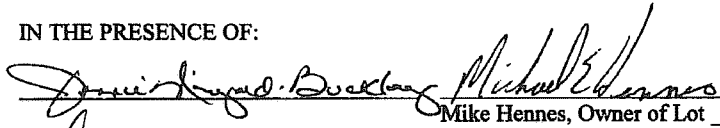
ACKNOWLEDGEMENT

Personally appeared before me, a Notary Public for South Carolina, the foregoing property owner(s) and acknowledged their execution hereof this 8 day of September, 2002.

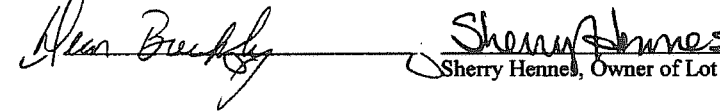
Heaven Buckley
Notary Public for South Carolina
My commission expires 9-3-2012

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OCONEE COUNTY, S.C.
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IN THE PRESENCE OF:



 Mike Hennes, Owner of Lot 5

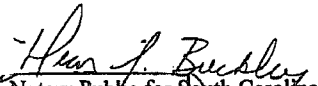


 Sherry Hennes, Owner of Lot 5

STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE)

ACKNOWLEDGEMENT

Personally appeared before me, a Notary Public for South Carolina, the foregoing property owner(s) and acknowledged their execution hereof this 9 day of September, 2002.



 Notary Public for South Carolina)
 My commission expires 9-3-2012

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 OCONEE COUNTY, S.C.
 REGISTER OF DEEDS
 2002 SEP 19 A 11:35

IN THE PRESENCE OF:

Alan F. Buckley Buckley
 _____ Harry Voeltz, Owner of Lot 6
Jessie Ingrid Buckley Peggy Voeltz
 _____ Peggy Voeltz, Owner of Lot 6

STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE)

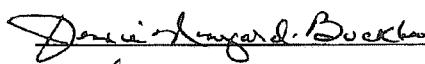
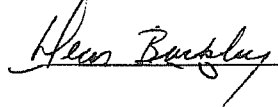
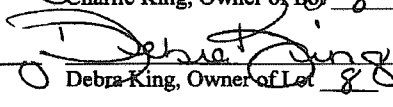
ACKNOWLEDGEMENT

Personally appeared before me, a Notary Public for South Carolina, the foregoing property owner(s) and acknowledged their execution hereof this 7 day of September, 2002.

Alan F. Buckley
 Notary Public for South Carolina
 My commission expires 9-3-2012

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 OCONEE COUNTY, S.C.
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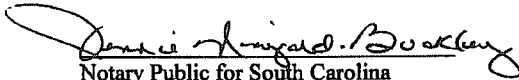
IN THE PRESENCE OF:

 _____ Charlie King, Owner of Lot 8
 _____
 _____ Debra King, Owner of Lot 88

STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE)

ACKNOWLEDGEMENT

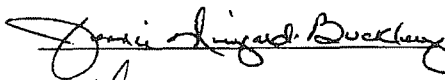

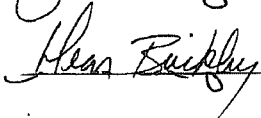
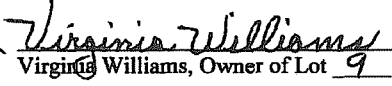
Personally appeared before me, a Notary Public for South Carolina, the foregoing property owner(s) and acknowledged their execution hereof this 9 day of September, 2002.


 Notary Public for South Carolina
 My commission expires 9/3/2012

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 OCONEE COUNTY, S.C.
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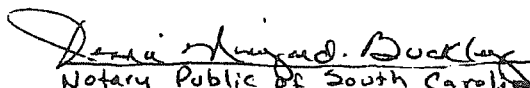
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IN THE PRESENCE OF:



 _____ Charles Williams, Owner of Lot 9


 _____ Virginia Williams, Owner of Lot 9

STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE) ACKNOWLEDGEMENT

Personally appeared before me, a Notary Public for South Carolina, the foregoing property owner(s) and acknowledged their execution hereof this 9 day of September, 2002.


 Notary Public of South Carolina

My commission expires 9/3/2012

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 OCONEE COUNTY, S.C.
 REGISTER OF DEEDS
 2002 SEP 19 A 11:35

IN THE PRESENCE OF:

Hein Buckley

Ross Faught
Ross Faught, Owner of Lot 10

Jamie W. Buckley

Debby Faught
Debby Faught, Owner of Lot 10

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF OCONEE)

Personally appeared before me, a Notary Public for South Carolina, the foregoing property owner(s) and acknowledged their execution hereof this 9 day of September, 2002.

Hein Buckley
Notary Public for South Carolina
My commission expires 9-3-2012

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OCONEE COUNTY, S.C.
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IN THE PRESENCE OF:

Glenda H Cotton

Glendon H Glasser
Glendon Glasser, Owner of Lot #

Ryan J. Buckley

Ethel Glasser
Ethel Glasser, Owner of Lot #

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT

Personally appeared before me, a Notary Public for South Carolina, the foregoing property owner(s) and acknowledged their execution hereof this 7th day of September, 2002.

Cheryl L. Orr
Notary Public for South Carolina
My commission expires 11-2004

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OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2002 SEP 19 A 11:35