

NBS

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

EASEMENTS, RESTRICTIONS AND
PROTECTIVE COVENANTS

CANE CREEK COVE

WHEREAS, RICHARD E. INGRAM, is the owner of certain lands lying and being situate in the State of South Carolina, County of Oconee, West Union District, which lands are being subdivided into a residential Subdivision to be known and designated as "CANE CREEK COVE", shown and more fully delineated on a Plat thereof recorded in Plat Book A13, page 3, records of Oconee County, and upon such other plats as may from time to time be hereafter recorded under the name and style of this Subdivision; and

WHEREAS, it is intended that such lands be used exclusively for purposes of a residential subdivision and so protected for the use and benefit of all present and future owners of lots therein;

NOW THEREFORE:

FOR AND IN CONSIDERATION of the foregoing and the benefits flowing to the present and future owners of lots in this subdivision, the Undersigned does hereby impose upon all lots therein the following protective and/or restrictive covenants and easements, all of which are to run with the land, to wit:

1) LAND USE AND BUILDING TYPE: All lots in this Subdivision shall be used for residential purposes only. No building may be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not exceeding three stories in height, with a private garage for not more than three automobiles. No asbestos shingle or imitation masonry outer walls will be permitted.

2) DWELLING SIZE: All dwellings shall have minimum ground floor area of the main structure, exclusive of basement, open porches, decks and garages, of not less than one thousand two hundred (1,200) square feet for a one-story dwelling, and not less than eight hundred (800) square feet for a dwelling of more than one story.

3) SUBDIVISION OF LOTS: No lot may be resubdivided or its boundaries changed except with the written consent of the undersigned, who reserves unto himself the right to replat and resubdivide lots to create a building site larger than originally platted.

*400
5-00
plat*

Recorded this 1 day of Oct A.D., 19 87
Vol. 512 Page 87 and certified
[Signature] C.C.O.P.G.S.
Oconee County, S.C.

FILED FOR RECORD
OCONEE COUNTY
S.C.
OCT 1 1 07 PM '87
SALLIE G. SMITH
CLERK OF COURT

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4) **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities are reserved along all rear and side lot lines of five (5) feet in width on either side of the line.

5) **NUISANCES:** No noxious or offensive activity will be permitted on any lot, nor any condition or nuisance which would tend to detract from the appearance of the neighborhood, including but not limited to the parking or storage of disabled vehicles thereon.

6) **TEMPORARY STRUCTURES:** No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding, may be used as a residence on any lot. All construction commenced on any lot must be completed within twelve (12) months after same is begun.

7) **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind may be kept, raised, bred, or stabled on any lot at any time except for household pets which are not bred for any commercial purpose.

8) **SEWAGE DISPOSAL:** All sewage disposal shall be by means of septic tank installed upon the premises and approved by the South Carolina Department of Health and Environmental Control. Should public sewage disposal become available to the Subdivision, all lots will be required to be connected thereto at the expenses of the purchaser constructing a dwelling on such lot.

9) **TERM:** These covenants shall run with the land, and be binding on the Undersigned and all parties and persons claiming under them for a period of twenty-five (25) years next following the date hereof, after which, same shall be automatically extended for successive periods of twenty-five years each unless an instrument in writing by a majority of the then-owners of lots in this Subdivision be recorded agreeing to change the same in whole or in part.

10) **ENFORCEMENT:** Enforcement hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

11) **SEVERABILITY:** Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Undersigned has hereunto set his Hand and affixed his Seal, this 15 day of October, in the year of our lord, one thousand nine hundred eighty-seven.

In the presence of:

[Signature]
[Signature]

[Signature] (SEAL)
Richard E. Ingram

STATE OF SOUTH CAROLINA
COUNTY OF Oconee

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Richard E. Ingram and sign, seal and as his act and deed, deliver the within instrument for the uses and purposes therein mentioned, and that (s)he with the other witness hereinabove subscribed witnessed the execution thereof.

[Signature]

SWORN to before me this 15th day of October, 1987.

[Signature] (LS)
Notary Public for South Carolina
My Commission Expires: 7/7/97