

Recorded this 17 day of Aug.
A. D., 1972 in Vol. 2
P. 41 and Certified:

Ray D. ...
C. C. C. P. G. S.

STATE OF SOUTH CAROLINA)
(Oconee County) S. C.) RESTRICTIONS AND PROTECTIVE
COUNTY OF OCONEE) COVENANTS APPLICABLE
) TO PROPERTY OF
) H. M. G. CORP.

1. WHEREAS, H. M. G. Corp. is the owner of property situate in Oconee County, South Carolina, and embraced in a plat entitled "Cove Inlet", by J. R. McClure, Registered Surveyor, dated November 10th, 1971, showing lots 1 - 21, and recorded in the office of the Clerk of Court for Oconee County, South Carolina, in Plat Book P-34, page 125; and,

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said lots, H. M. G. Corp., by its President, Benjamin Gause, does hereby impose the following protective and/or restrictive covenants on all of its said lots.

2. If the parties hereto, or any of them or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any such other person or persons owning any of said restricted lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said covenants and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

3. All said lots shall be residential lots, to be used exclusively for residential dwelling, except that certain areas may be designated for use as community recreation areas, and no lot shall be used for commercial purposes.

4. No house shall be constructed on the above restricted lots that have less than 800 square feet, of living area, exclusive of basements,

41

41

carports, garages, porches, breezeways or patios.

5. No concrete blocks, cinder blocks or similar type building material or asbestos shingle siding, shall be used in connection with the construction of any buildings erected upon said lots, so that said materials are visible from the outside of said building, except for foundations.

6. No noxious or offensive activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or become an annoyance, or nuisance or menace to the neighborhood; nor which shall violate any municipal County or State ordinance; nor shall any use for business or commercial activities be permitted.

7. No structure of a temporary nature such as a trailer, basement, shack, garage, barn or other outbuilding erected upon said lots shall at any time be used as a residence, either temporarily or permanently.

8. All sewerage disposal shall meet with the approval of the local and State Board of Health.

9. The right is reserved to lay or place or authorize the laying and placing of sewer, gas and water pipe lines, telephone, telegraph and electric light poles on any of the streets, alleys and byways shown on said plat, or hereafter cut, without compensation or consent of any lot owner in said Subdivision. An easement for the installation and maintenance of utilities and drainage facilities is reserved over said streets, alleys and byways.

10. Invalidity of any one of these covenants by judgment or Court order shall in no wise affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this the 1st day of AUGUST, 1972.

H. M. G. CORP.

BY: [Signature] (SEAL)
BENJAMIN GAUSE - President

In the presence of:

[Signature]

[Signature]



STATE OF South Carolina)
COUNTY OF Oconee)

PROBATE

PERSONALLY appeared before me Evelyn C. Teague

and made oath that s he saw the within-named H.M.G. Corp. by Benjamin Cause, its President

sign, seal and, as his act and deed, deliver the within-written ~~Deed~~ Instrument for the uses and purposes therein mentioned, and that s he, with Jewel D. Price witnessed the execution thereof.

SWORN to before me this 17th)
day of August, 19 72)
Jewel D. Price (L.S.))
Notary Public of South Carolina)
My commission expires 12/15/80.)

Evelyn C. Teague

RECORDED
ROY D. HARRISON
AUG 17 1972
CLERK OF COURT
OCONEE COUNTY, S. C.

STATE OF)
COUNTY OF)

PROBATE

PERSONALLY appeared before me _____

and made oath that he saw the within-named _____

sign, seal and, as _____ act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that he, with _____ witnessed the execution thereof.

SWORN to before me this _____)
day of _____, 19 _____)

(L.S.)
Notary Public of _____

41