

RECORDED
ROY D. HARDEN
NOV 14 1979
CLERK OF COURT
OCONEE COUNTY, S. C.

STATE OF SOUTH CAROLINA)
) EASEMENTS AND PROTECTIVE COVENANTS
) AND
COUNTY OF OCONEE) RESTRICTIONS, CRYSTAL FALLS SUBDIVISION

WHEREAS, Dan Rankin Realty, Inc. is the owner of property situate in Oconee County, South Carolina, and embraced in a plat entitled Crystal Falls Subdivision by Cornerstone Surveying and Engineering, Michael L. Henderson, RLS, dated the 1 day of July, 1979, and recorded in Plat Book P-42 at page 168 records of Oconee County, South Carolina, the said herein imposed easements and protective covenants, and restrictions shall be imposed upon the following lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44-A, 44-B, 45, 46, 47, 48, and 49, inclusive, and,

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said lots, Dan Rankin Realty, Inc., by its President, C. Dan Rankin, does hereby impose the following protective and/or restrictive covenants on all of said lots.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling, a private garage, and other appurtenant buildings, and one (1) swimming pool including dressing area. Any appurtenant building shall be constructed of the similar or same material as the dwelling.
2. Any dwelling shall be constructed with the use of high quality materials and workmanship to insure that no such dwelling will present an unsightly appearance, and any dwelling shall have minimum ground floor area of the same structure exclusive of open porches and garage of not less than twelve hundred (1200) square feet for a one (1) story dwelling nor less than fourteen hundred (1400) square feet for a dwelling of more than one (1) story exclusive of finished or unfinished basement, provided however, that a dwelling of more than one (1) story shall have a minimum ground floor area of not less than seven hundred (700) square feet. No dwelling shall be permitted on any lot at a building cost of less than Thirty-Five Thousand (\$35,000.00) Dollars inclusive of the price of the lot, said amount being based on a price index of January 1, 1979.
3. No building shall be located on any lot nearer than forty (40) feet to the front lot line nor nearer than fifteen (15) feet to any interior lot line.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side five (5) feet of any lot.
5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Any storage house built on any lot must conform to materials used in the residence and be properly landscaped.

7. No signs or advertising displays other than the advertising for the sale of the home on any lot and/or any lot itself, or signs in connection therewith or incidental thereto.

8. No oil or mining operations shall be conducted on any lot.

9. No garbage or refuse shall be dumped or otherwise placed or disposed of on any lot.

10. All sewage disposal, until, when and if, city, county, or similar public sanitary sewerage lines shall be available, shall be by individual septic tanks inspected and approved by the State Board of Health of South Carolina.

11. No trucks, tractors, buses or tractor trailers may be parked on any lot or on said access roadway.

12. No lot may be subdivided for the purpose of building more than one (1) dwelling, provided however, that in the event the adjoining property owners wish to buy a portion of said lot, the lot may be subdivided and used in the conjunction with the adjoining lot. It being the intent herein that only one (1) dwelling shall be constructed on the lot herein conveyed except Lot 14 and 43 may be resubdivided into two (2) building sites each.

13. The keeping of chickens, cows, or pigs, is not allowed.

14. Completion of construction, once commenced, shall be completed in one (1) year.

15. The various restrictive measures and provisions of this instrument are declared to constitute mutual covenants and restrictions and servitudes for the protection and benefit of said lot and the adjoining lots; and the provisions may be enforced by any other lot owner in Crystal Falls against any other lot owner; 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 be deemed a waiver of the right to so do.

The covenants are to run with the land and shall be binding on all parties and 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 automatically be extended for successive periods of ten (10) years each unless an instrument signed by a majority of the owners of the lots in Crystal Falls have been recorded, agreeing to change said covenants in whole or in part.

Invalidation of any one of these covenants by judgment or Court Order shall in no wise effect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, Dan Rankin Realty, Inc. has caused this instrument to be executed in its name by C. Dan Rankin, its President, and its seal affixed thereto, this 10th day of November, 1979.

DAN RANKIN REALTY, INC.

BY: [Signature]
C. DAN RANKIN, PRESIDENT

IN THE PRESENCE OF:

[Signature: Susan M. Moss]
[Signature: Edwin W. King]

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

PROBATE

Personally appeared before me Edwin W. King, Jr. who, on oath says that he saw the within-named Dan Rankin Realty, Inc. by C. Dan Rankin, its President, sign, seal and as his act and deed deliver the within instrument, and that he with Susan M. Moss witnessed the execution thereof.

Sworn to before me this 10th day of November, 1979.
[Signature: Edwin W. King]
Notary Public for South Carolina
My Commission expires: 10-27-89

[Signature: Susan M. Moss]

