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*Charles Parker
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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE 00610

**DECLARATION OF PROTECTIVE
COVENANTS, RESTRICTIONS
AND EASEMENTS**

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WHEREAS, Charles E. Parker and Margaret Jean Parker are the owners of property situate in Oconee County, South Carolina, and embraced in a plat entitled "DOGWOOD VILLAGE" prepared by Clemson Engineering Services, dated October 30, 1984, and recorded of even date herewith in Plat Book P- 51 at page 103, records of Oconee County, South Carolina; and

WHEREAS, Charles E. Parker and Margaret Jean Parker intend to sell and convey the lots and parcels situate within Dogwood Village hereinafter called "THE DEVELOPMENT" and including Lots Numbers One through Twenty, inclusive, and before doing so desire to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of all of the lots and parcels in the Development and the owners and future owners thereof;

NOW THEREFORE:

Charles E. Parker and Margaret Jean Parker declare that all of the lots in the Development being Lots Numbers One through Twenty, inclusive, of Dogwood Village, as shown on plat recorded in Plat Book P- 51 at page 103, records of Oconee County, South Carolina, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration, all of which are declared and agreed to be in the furtherance of a plan for the development, improvement and sale of said lots, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all other lots; to create reciprocal rights between the respective owners of all such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such lots in the Development and the respective owners, present and future.

I. LAND USE

No lot may be used except for single-family residential purposes and only one single-family detached residence shall be

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OCONEE COUNTY
S.C.
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SALLIE C. SMITH
CLERK OF COURT

Recorded this 27 day of Nov
A. D., 19 85 in Vol. 437
Page 22 and Certified:

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erected, altered, placed or permitted upon any lot. No accessory outbuilding shall be erected on any lot or parcel prior to the erection thereof of the dwelling. In no event shall any such accessory outbuilding, partially completed or temporary structure, ever be used for human occupancy or habitation. No used buildings or structures intended for use as a dwelling shall be placed on any lot. Only single-family residential dwellings and such outbuildings as are usually accessory thereto shall be permitted on any lot. No mobile homes, house trailers or any temporary structure shall be placed on any lot, either temporarily or permanently. No lot shall be used for repair work on automobiles or other vehicles, whether performed by the owner or independent parties. All boats and equipment used in connection therewith, such as trailers and all vehicles other than automobiles, shall be kept under a suitable cover, such as an attached or unattached garage. Any appurtenant outbuildings shall be constructed of the same or similar material as the dwelling.

(a) Minimum area: Each dwelling shall have fully enclosed heated floor area (exclusive of roofed or unroofed porches, terraces, garages, basements, carports or other outbuildings) with a minimum ground floor heated area of not less than fourteen hundred (1400) square feet for a one-story dwelling and not less than twelve hundred (1200) square feet to a dwelling of more than one story, exclusive of basement.

(b) Setback lines: Each dwelling shall be at least (i) 25 feet from the front lot line; (ii) 35 feet from the rear lot line; (iii) 10 feet from the side lot line.

(c) Utility easement: A 5-foot drainage and utility easement is hereby reserved along all lot lines.

II. COMPLETION OF CONSTRUCTION

Construction of any improvements once commenced shall be completed in one (1) year. Improvements not so completed upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within one (1) year shall be deemed a nuisance and shall be cleaned up and removed from lot by owner at his or her expense.

III. NUISANCES

No noxious or offensive activity shall be permitted on any lot.

IV. SIGNS

No signs or advertising displays other than the advertising for sale of the home on any lot or signs in connection therewith or incidental thereto shall be placed on any lot.

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V. RESUBDIVISION OF LOTS

No lot shall be further divided except for the adjustment of lot line between adjacent owners.

VI. RESTRICTIONS ON TEMPORARY STRUCTURES

No travel or motor homes or tents shall be placed or erected on any lot for the purposes of habitation. At no time shall a mobile home or premanufactured home or house be placed on any lot.

VII. DRILLING AND MINING

No drilling, refining, quarrying or mining operations of any kind shall be permitted on any lot.

VIII. UNLICENSED VEHICLES

No unlicensed vehicles are to be parked on any lot.

IX. TELEVISION OR SATELLITE DISHES

No television or satellite dish or receiver of any type shall be allowed on any lot.

X. EASEMENTS RESERVED

1. Easements for installations and maintenance and utilities and drainage facilities are reserved over the rear and side five feet of each lot;

2. A drainage easement and right-of-way for surface water from the road in the aforementioned subdivision is reserved by the Grantors over any and all lots;

XI. SANITATION

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

XII. FENCES

No fence of any kind shall be placed in the front yard of any lot. Any fence built in the back yard of any lot shall be limited to five feet in height.

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XIII. FLOODAGE EASEMENT ALONG LAKE KEOWEE

- (a) Ownership of Lakefront: The boundary of any lot, if shown on the plat as being adjacent to Lake Keowee, shall be a line running at an elevation of 800 feet above mean sea level. There is a floodage easement to the 810-foot contour which was granted by Grantors' predecessor in title unto Crescent Land and Timber Company and/or Duke Power Company, and any construction below the 810-foot contour shall be at the risk of the lot owner.
- (b) Responsibility for damages: The developers and owners shall not be liable for damages caused by erosions, washing or other action of the waters of Lake Keowee.

XIV. WATER TAPS

All purchasers of lots at their own expense shall at the time of purchase of said lot purchase a municipal water tap from the City of Seneca, which expense shall be the sole responsibility of the purchaser of said lot.

XV. ENVIRONMENTAL CONTROL

No lot 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, and any drainage created by any building or improvements situated on the land must be done in such a way so as not to create an erodable situation which will affect adjacent property owners or roads and cause a concentration of water to be discharged on adjoining property.

XVI. MISCELLANEOUS

- 1. No noxious or offensive activity shall be carried on upon this property nor shall anything be done thereon which may or become an annoyance to the neighborhood. This property shall not be used for any business or commercial purposes nor for any public purposes.
- 2. No structure of any temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used or left on this property as a residence, either temporarily or permanently nor will it be permissible to stockpile any form of construction materials nor to park any equipment on this property which may be unsightly to the community, except during the actual period of construction of a dwelling upon this property.

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3. No concrete block or concrete brick shall be used in the construction of any building or structure on this property which may be visible from the exterior after grading is completed; however, concrete block or concrete brick may be utilized in order to utilize stucco finish on the outside wall which must be done in good workmanlike manner.

4. This property may not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and rubbish, trash, garbage or other waste may not be kept except in containers approved for sanitary conditions which must be enclosed and concealed from view. No burning of rubbish, leaves or trash shall be permitted on this property.

5. No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within a main dwelling house, an accessory building or buried underground.

6. No animals shall be kept or maintained on any lot or parcel except the usual household pets, which shall be kept reasonably confined so as not to become a nuisance. No commercial breeding of animals on the premises shall be allowed.

7. Grantee's acceptance: Each grantee or purchaser of any lot shall, by acceptance of a deed conveying title to, or the execution of a contract for the purpose thereof, whether from the undersigned Declarants or subsequent owner of such lot, accepts the deed or contract upon and subject to each and all of the provisions of this Declaration. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, leases and/or lessors covenant, consent and agree to and with the undersigned Declarants and the grantees or purchasers of each other lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

8. Captions: Paragraph captions of this Declaration are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

9. Term and amendment: The provisions of this Declaration shall affect and shall run with the land and exist and be binding on all parties claiming an interest in the development of Dogwood Village until January 1, 2010, after which the same shall be extended for successive periods of ten years each. This Declaration may be amended by the affirmative vote of three-fourths of the owners of all lots in the Development entitled to vote and the recording of an amendment to this Declaration, duly executed by the requisite number of such owners required to effect such amendment.

10. Public roads: All roads as shown on the aforementioned plat of the Development shall be paved by the undersigned

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Declarants to county specifications, and the undersigned Declarants propose to deed said roads to the County of Oconee in the future. The undersigned Declarants specifically reserve the right to deed said roads to Oconee County and further reserve the right to grant any and all rights-of-way needed for the furnishing of utilities to the said subdivision and said roadways, including but not limited to an easement for drainage over any and all lots as may be required by Oconee County.

11. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The undersigned Declarants and each person whose benefit this Declaration inures may proceed at law or equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude any aggrieved parties' resort to any remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon recurrence or continuance of said violation or occurrence of a different violation.

IN WITNESS WHEREOF, the undersigned Declarants have executed this Declaration this 19 day of November, 1985.

Signed, Sealed and Delivered
in the Presence of:

Marian M. BirvenRott
Clara C. Boyer

Charles E. Parker (SEAL)
Charles E. Parker
Margaret Jean Parker (SEAL)
Margaret Jean Parker

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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 Charles E. Parker and Margaret Jean Parker sign, seal as as their act and deed deliver the within Declaration for the uses and purposes therein mentioned, and that (s)he with the other witness hereinabove subscribed witnessed the execution thereof.

Sworn to before me this
19th day of November,

Cleta C. Bryson

1985
Maria M. Brienkot (LS)
Notary Public of South Carolina
My commission expires June 30, 1991

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