

3. All dwellings shall be constructed with the use of high quality of materials and workmanship to insure that no dwelling will present an unsightly appearance and all dwellings shall have minimum ground floor area of the main structure, exclusive of open porches, garages, and basements of not less than one thousand six hundred (1,600) square feet for a single story dwelling, any two (2) level dwellings must have a minimum living area of one thousand eight hundred (1,800) square feet. Dwellings of two (2) levels shall not have less than one thousand four hundred (1,400) square feet on the first level. No concrete blocks, cinder blocks or any similar type building material shall be used in connection with the construction of any building erected upon said lots so that said materials are visible from the exterior of the building.

4. Completion of construction, once commenced, shall be completed in one (1) year. Any vacant lot shall be kept free of brush, weeds, and debris. Any land cleared for any purpose will not be left bare of grass or trees. Any debris from clearing shall be removed from the property or buried.

5. No building shall be located on any lot nearer to the lake front lot line than forty (40') feet, than to any roadside of a lot nearer than forty five (45') feet, nor nearer to any side lot line than fifteen (15') feet, nor nearer to any other lot than fifteen (15') feet, provided, however, should these setback requirements create, in the opinion of the owners a hardship, then the owners may grant a variance.

6. No lot may be re-subdivided.

7. Easements for the installation and maintenance of utilities are reserved over the road and side of lot line of ten (10') feet. All purchasers of lots in the subdivision hereby agree to accept surface water from culverts and roadways and waive any claim for damages from such.

8. No noxious or offensive trade or activity shall be carried on upon said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the

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neighborhood. No unsanitary, offensive, or unsightly condition rising or growing out of any cause whatsoever shall be maintained, licensed, or suffered to exist on said property.

9. Any fencing used or erected on the premises shall be constructed of natural wood and shall not exceed 36 inches in height. All fencing must be constructed in a permanent and professional manner so as not to detract from the subdivision or any improvements thereon. No metal fencing may be used on the premises.

10. Trash shall be kept in the rear of each unit except on collection day and shall be maintained in customary trash containers. No debris, junk, trash, garbage, derelict automobiles, vehicles or refuse may be kept on any lot at any time.

11. No animal shall be kept or permitted to be kept on the premises except for domestic dogs and cats or other household pets; provided, however, no animal shall be kept or bred for commercial purposes on the premises and in no event shall there be more than two (2) pets allowed to be kept on the premises. Any pet kept on the premises as allowed above shall be kept enclosed in a fence.

13. No school buses or trucks, other than pick-up trucks or vans, may be parked on the premises, or on any easement or roadway.

14. No automotive or vehicle maintenance may be done on the premises or parking areas or easements or streets or green areas at any time.

15. Each owner shall maintain the yard of its premises so as not to detract from the neighborhood or any other lot within said development.

16. No heavy truck or trailer shall be parked on any lot or in the roadways and easements, in this subdivision at any time, except for the purposes of loading and unloading; no house trailer, disabled vehicle, or unsightly machinery or junk may be placed at any time on any lot either temporarily or permanently, should any exist, such shall be required to be removed from any

lot, the lot owner of such lot shall be responsible for any fees and costs incurred therewith to include but not be limited to a reasonable attorneys fee.

17. No signs or advertising displays other than for advertising for the sale of a home or the lot may be placed on any lot or lots in connection herewith or incidental thereto.

18. The developer shall not be liable for damages caused by erosion, washing, or other action of the water of Lake Keowee, nor as to the water level of Lake Keowee, or action by Duke Power Company and any of its subsidiaries, successors and/or assigns.

19. No oil or mining operations shall be conducted upon said lot.

20. All sewage disposal shall be by individual septic tanks inspected and approved by the state Board of Health of South Carolina.

21. No satellite dishes may be placed on the premises.

22. 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 lot; 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 do so, and in the event that any enforcement is required by the undersigned, its successors and assigns, or any other person or entity having a right to enforce these covenants and restrictions, and that person or entity held to violate these covenants and restrictions shall be required to pay fees and costs expended in the enforcement of these covenants and restrictions to include, but not be limited to a reasonable attorney's fee.

23. The foregoing covenants and restrictions are to run with the land and shall be binding upon the undersigned and all persons claiming under them for a period of twenty-five (25) years from the date hereof, and thereafter for successive periods of ten (10) years each. Any amendment to these covenants and

BOOK 520 PAGE 94

restrictions shall be authorized only by an instrument signed by a majority of the then owners of the lots agreeing to the amendment thereto either in whole or in part, and such amendment must be recorded in the Office of the Clerk of Court for Oconee County.

24. Enforcement of these presents shall be proceedings at law and equity against any person or persons or entity violating or attempting to violate any covenant either to restrain such violation or recover damages and invalidation of these covenants by judgment of a Court of competent jurisdiction shall in no wise effect any other provisions thereof which shall remain in full force and effect.

WITNESS our hands and seals this 15th day of December, 1987.

WITNESSES:

Lee J. Burton
W.M. Steele

Thomas W. Haynes (SEAL)
THOMAS W. HAYNES

Marjorie H. Morgan (SEAL)
MARJORIE H. MORGAN

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me the undersigned witness who being duly sworn says that (s)he saw the within named THOMAS W. HAYNES AND MARJORIE H. MORGAN, sign, seal and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, together with the other witness subscribed above witnessed the execution thereof.

Lee J. Burton

SWORN to before me this 15th day of December, 1987

W.M. Steele
Notary Public of South Carolina
My Commission Expires 3/27/94

1500
111 Brookhaven
Circle 29672
Seneca, Beth Pruitt

005735

BOOK 1029 PAGE 0334

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE) AMENDMENT OF PROTECTIVE COVENANTS,
) EASEMENTS AND RESTRICTIONS
) FOR ELROD SOUND

WHEREAS, the undersigned constitute a majority of the owners of certain real estate known as ELROD SOUND a subdivision located in Oconee County, South Carolina; and

WHEREAS, Protective Covenants, Easements and Restrictions for said Elrod Sound were recorded on the 15th day of December, 1987, in Deed Book 520, at page 90, records of Oconee County, South Carolina;-

WHEREAS, Item No. 23-of said Protective Covenants, Easements and Restrictions provides that "...Any amendment to these covenants and restrictions shall be authorized only by an instrument signed by a majority of the then owners of the lots agreeing to the amendment thereto either in whole or in part, and such amendment must be recorded in the Office of the Clerk of Court for Oconee County;" and,

WHEREAS, Item No. 5 of said Protective Covenants, Easements and Restrictions provides that "No building shall be located on any lot nearer to the lake front lot line than forty (40') feet . . . provided, however, should these setback requirements create, in the opinion of the owners a hardship, then the owners may grant a variance"; and,

WHEREAS, it is the opinion of the undersigned that a variance should be granted to the owners of Lot #3 of Elrod Sound to reduce the lake front setback on the northwest corner of said lot to fifteen (15') feet, instead of forty (40') feet;

NOW THEREFORE, all of said owners agree as follows:

The Protective Covenants, Easements and Restrictions for Elrod Sound as recorded on the 15th day of December, 1987, in Deed Book 520, at page 90, records of Oconee County are hereby amended as follows:

"5(a). Notwithstanding Item No. 5 above, the lakefront lot line setback requirements for Lot #3 shall be fifteen (15') along the northwest corner of said lot and forty (40') feet along the remaining lake frontage same being more particularly described on a plat of survey by Gregory Blake Sosebee, PLS #14818 dated June 5, 1998 and recorded in Plat book AG 76 page 1, records of Oconee County, South Carolina."

RECORDED ON 5 MAY 1999
BY _____
FOR Beth Pruitt
Attest: Oconee County, S.C.

1999 MAY - 4 P 2:09

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT

IN WITNESS WHEREOF, all of the owners herein set their hand and seal this 18th day of August, 1998, to execute this Termination of Covenants and Restrictions as stated above.

WITNESSES:

Charles Delores Timmerman
Shelby R. Kim

Michael D. Stanford
Ma. Anissa C. Stanford

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me the undersigned who made oath that (s)he saw the within named sign and as act and deed, deliver the within Amendment of Protective Covenants and Restrictions for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed witnessed the execution thereof.

Charles Delores Timmerman

Sworn to before me this the 18th day of August, 1998.

Shelby R. Kim (LS)
Notary Public of South Carolina
My Commission Expires: 3-17-2002

BOOK 1029 PAGE 0338

IN WITNESS WHEREOF, all of the owners herein set their hand and seal this 13th day of August, 1998, to execute this Termination of Covenants and Restrictions as stated above.

WITNESSES:

Kimberly P. Lee
Shah B. Ben

Mari D. Nichols
Pamela R. Nichols

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me the undersigned who made oath that (s)he saw the within named sign and as act and deed, deliver the within Amendment of Protective Covenants and Restrictions for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed witnessed the execution thereof.

Kimberly P. Lee

Sworn to before me this the 13th day of August, 1998.

Shah B. Ben (LS)

Notary Public of South Carolina
My Commission Expires: 3-17-2002

BOOK 1029 PAGE 0340

IN WITNESS WHEREOF, all of the owners herein set their hand and seal this 14th day of August, 1998, to execute this Termination of Covenants and Restrictions as stated above.

WITNESSES:

Charlene Dilores Timmerman
[Signature]

Wolfgang Warrceel
[Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me the undersigned who made oath that (s)he saw the within named sign and as act and deed, deliver the within Amendment of Protective Covenants and Restrictions for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed witnessed the execution thereof.

Charlene Dilores Timmerman

Sworn to before me this the 14th day of August, 1998.

[Signature] (LS)
Notary Public of South Carolina

My Commission Expires: 3-17-2002

