

11.001 MJS  
60.00 Plat  
602372

FILED FOR RECORD  
OCONEE COUNTY  
S.C.

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
CLERK OF COURT

PROTECTIVE COVENANTS,  
EASEMENTS, AND RESTRICTIONS

WHEREAS, DONNIE WHITE and JERRY WHITE, are the owners of a certain tract of land situate, lying and being in the State of South Carolina, County of Oconee, consisting of Lots One (1) through Four (4), as shown an more fully described on a plat thereof filed of record in Plat Book A79, at Page 10, records of Oconee County, South Carolina; and

WHEREAS, the owners thereof desire to develop said property into a residential subdivision; and

WHEREAS, the said owners desire and do hereby covenant and agree that the land described herein shall be used for the purpose of a residential subdivision, and shall be subject to the following and enumerated protective covenants, restrictions, and easements for the mutual benefit and profit of the owners, their successors and assigns, which shall run with the land and shall be binding upon the undersigned owners, and be for the benefit of all present and future owners of lots in the said subdivision.

NOW, THEREFORE, for and in consideration of the foregoing, and the benefits flowing to the present and future owners of said lots, the following protective and/or restrictive covenants are imposed on all of said lots.

1. These lots shall be used solely and exclusively for residential purposes, and no mobile home, trailer, tent, shack, or like structure, may be placed on any lot for use as a dwelling at any time. Any storage building must conform to materials used on the residence and be properly landscaped.

2. Any building erected, altered, placed, or permitted to remain on any lot shall have curtain walls or underpinning of masonry construction around the entire perimeter, including porches and steps, but allowing doors, windows, and ventilators.

Recorded this 15 day of Feb, A.D., 1991  
Vol. 645 Page 319 and certified  
Shelle G. Smith  
C.C.C.P.G.S.  
Oconee County, S.C.

3. All dwellings shall be constructed with the use of high quality of materials and workmanship to insure that no dwelling will present 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 (1,000) square feet for a single story dwelling, any two (2) level dwellings must have a minimum living area of one thousand six hundred (1,600) square feet. Dwellings of two (2) levels shall not have less than one thousand two hundred (1,200) 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 neighborhood. No unsanitary, offensive, or unsightly condition rising or growing out of any cause whatever 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, 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 shall be kept enclosed in a fence.

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

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

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

15. 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, this 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.

16. 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.

17. 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.

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

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

20. 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.

21. 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. 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.

22. 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 affect any other provisions thereof which shall remain in full force and effect.

WITNESS our hands and seals this 15<sup>th</sup> day of February, 1991.

WITNESSES:

[Signature]  
DONNIE WHITE (SEAL)  
[Signature]  
JERRY WHITE (SEAL)

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 Donnie White and Jerry White 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.

SHORN to before me this 15<sup>th</sup> day of February, 1991  
[Signature]  
Notary Public of South Carolina  
My Commission Expires: 11-2-95