

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

BASEMENTS AND PROTECTIVE
COVENANTS

WHEREAS, Earle W. Mimms & Associates, Inc., is the owner of property situate in Oconee County, South Carolina and embraced in a plat entitled KEOWEE HAVEN prepared by Harold W. Hawkins, Registered Land Surveyor, dated August 1, 1973, and recorded in Plat Book P-34, Page 192, in the Office of the Clerk of Court in and for Oconee County, South Carolina;

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said lots, Earle W. Mimms & Associates, Inc., by its President, Earle W. Mimms, Jr., does hereby impose the following protective and/or restrictive covenants on all of said lots:

A. No lot shall be used, except for residential purposes, except that certain areas may be designated for use as Community Recreation Areas. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height. Each such building shall have curtain walls or underpinning of masonry construction around its entire perimeter, including porches and steps, but allowing doors, windows and ventilators.

B. All dwellings shall be constructed with the use of high quality 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 and garage, of not less than 1200 square feet for a dwelling of more than one story, and that no dwelling shall be permitted on any lot at a building cost of less than \$15,000.00, exclusive of the price of the lot, based on prices as of January 1, 1973.

C. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 10 feet to an interior lot line.

D. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot or lots having a width of less than 90 feet at the minimum building setback line.

E. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side five feet of each lot.

F. 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.

G. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

H. No signs or advertising displays other than the advertising for sale of the homes on said lots or signs in connection therewith or incidental thereto, shall be placed on any lot.

I. No oil or mining operations shall be conducted upon any lot.

J. No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot.

K. All sewage 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.

L. 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.

These 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 be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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, Earle W. Mimms & Associates, Inc., has caused this agreement to be executed in its name by Earle W. Mimms, Jr., its President, and its seal affixed thereto, this 3rd day of August, 1973.

In the presence of
Davidson S. Ramsey
Louise G. Cobb

Earle W. Mimms & Associates, Inc.
By: *Earle W. Mimms, Jr.* (SEAL)
Earle W. Mimms, Jr.
President

STATE OF SOUTH CAROLINA)
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PROBATE

PERSONALLY appeared before me *Davidson S. Ramsey*, who being duly sworn states that he saw the within-named Earle W. Mimms & Associates, Inc., by Earle W. Mimms, Jr., its President, sign, seal and as his act and deed deliver the within agreement, and that he with *Louise G. Cobb* witnessed the execution thereof.

Sworn to before me this 3rd)
day of August, 1973.) *Davidson S. Ramsey*
Louise G. Cobb (L.S.)
Notary Public for S. C.

My Commission Expires: 11-7-79

RECORDED
ROY D. HARDEN
AUG 3 1973
CLERK OF COURT
OCONEE COUNTY, S. C.

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