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FILED FOR RECORD this 1st day of Aug A.D. 19 90 BOOK 625 PAGE 235  
OCOKEE COUNTY S.C. Page 235 and certified  
C.C.C.P.G.S.

STATE OF SOUTH CAROLINA  
COUNTY OF OCOKEE  
CLERK OF COURT  
RESTRICTIVE COVENANTS

WHEREAS, Patricia A. and Steven W. Loftis are presently the owners in fee simple of all that certain piece, parcel or lot of land known as Kewee Landing, as more particularly shown and delineated on a plat prepared by Michael L. Henderson, RLS #6946, dated June 25, 1990, and recorded in Plat Book A-41 at page 6, records of Oconee County, South Carolina.

WHEREAS, the said owner is desirous of developing the said area described above, and offering for sale the lots designated on the said plat, and do hereby place the following restrictive and protective covenants thereon for the benefit of themselves and future owners of said lots.

1. Lots 1-6, both inclusive, shall constitute a residential building area and the lots will be used for residential purposes only.
2. Only one single-family dwelling shall be allowed per lot.
3. No building shall be erected on any residential building lot nearer than 35 feet to the front lot line nor more than 10 feet to any side lot.
4. No obnoxious or offensive trade or activity shall be carried on on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance.
5. No hogs, cattle, horses, or other livestock, including poultry shall be maintained or kept on any of the lots covered by these protective covenants. These restrictions do not apply to

*All Plat Cabinet A-64 Pg. 2*

10.00

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dogs and cats as pets.

6. Easements are established and reserved along the sides of the lots for 5 feet for the purpose of utility installation and maintenance in perpetuity. No building will be constructed on this easement. Easements for ingress and egress are established as shown on the plat of Keovee Landing.

7. All lot owners shall be members of the Access Road Association and by virtue of the same shall be entitled to a vote in regard to the control and maintenance of Access Road, the common area for parking and the easement to get to the lake and the dock. After the owners have constructed the road parking area, the dock, and foot path to the dock, the Association shall be responsible for the operation and maintenance of the said road and other common areas. The private road is subject to the rights of ingress and egress of Mrs. Virginia Alexander, her heirs, and assigns and as such no vehicles shall be allowed to obstruct the road in any way.

Any repairs, maintenance, operation, or other matters pertaining to the said road or other common areas shall be by a majority vote of the Association provided, however, all lot owners in Keovee Landing as well as Ms. Alexander, her heirs, and assigns shall have the right to use the said road in an uninterrupted manner at any time.

In the event a special assessment is levied by the Association and any member fails to pay the special assessment, the Association shall have a lien on the property of the member who fails to pay for the amount of his special assessment. This assessment can never be more than his pro-rate share of the cost of repairs and

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maintenance of the respective private drive or common areas.

8. No garbage or domestic trash shall be disposed of by burying on the lot. Trash, garbage or other waste shall be kept in sanitary, covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No inoperative vehicles are permitted on said lots in excess of Thirty (30) days.

10. No boat trailers shall be left in the common areas.

11. These covenants are to run with the land and shall be binding on all parties and/or persons claiming under them until 2006. Said covenants shall be automatically extended for successive periods of Ten (10) years unless by a vote of the majority of the owners, it is agreed to change said covenants in whole or in part.

12. If parties or any of them or their heirs or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

13. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed this 1<sup>st</sup> day of AUGUST, 1990.

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IN THE PRESENCE OF:

Patricia A. Paster

Carrie R. Gane

Steven W. Loftis  
Patricia A. Loftis

STATE OF SOUTH CAROLINA }  
COUNTY OF PICKENS }

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the within-named Patricia A. and Steven W. Loftis sign, seal and as their act and deed deliver the within-written Restrictive Covenants, and (s)he with the other witness ascribed witnessed the execution thereof.

SWORN to before me this  
12<sup>th</sup> day of AUGUST, 1990.

Carrie R. Gane

Patricia A. Paster (LS)

Notary Public for S.C.

My commission expires 6-16-97

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OCONEE COUNTY  
S.C.  
AUG 13 3 00 PM '90  
SALLIE C. SMITH  
CLERK OF COURT