

ROY D. HARDEN
CLERK OF COURT
OCONEE COUNTY, S.C.

FEB 9 11 45 AM '76

Recorded this 9 day of Feb.
A. D. 1976 in Vol. 12-9
Page 385 and Certified:

9953

Roy D. Harden
C.C.C.E.E.E.

Oconee County, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
EASEMENTS AND PROTECTIVE COVENANTS
AND
RESTRICTIONS, KEOWEE PLANTATION

WHEREAS, Rochester Real Estate Company is the owner of property situated in Oconee County, South Carolina, and embraced in a plat entitled Keowee Plantation by Landmark Surveys, dated January 26, 1976 said plat being recorded in the office of the Clerk of Court for Oconee County, South Carolina, in Plat Book 2, 41, page 77, said plat including Lots 1-A thru 13-C inclusive, and,

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said lots, Rochester Real Estate Company, by its president, S. B. Rochester, Sr., 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. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, a private garage, and other appurtenant buildings, and one swimming pool, including dressing area, per lot. Any appurtenant building should be constructed of the same or similar materials as the dwelling.
- 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 one-story dwelling nor less than 900 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 \$30,000.00, exclusive of the price of the lot based on price index January 1, 1976.
- C. No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 15 feet to an interior lot line.
- D. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side five feet of each lot.
- E. 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.
- F. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Any storage house built on said lot must conform to materials used in the residence and be properly landscaped.
- G. 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.
- H. No oil or mining operations shall be conducted upon any lot.
- I. No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot.
- J. All sewage disposal, until when and if city, or similar, public sanitary sewerage lines shall be available, shall be by individual septic tanks inspected and approved by the State Board of Health of South Carolina.
- K. No lot may be subdivided into an individual lot size of less than two acres.

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- L. The keeping of chickens, cows or pigs is not allowed.
- M. Completion of construction, once commenced, shall be completed in one year.
- N. 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; and the provisions hereof may be enforced by any lot owner against any other lot owner; 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 estop 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.

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, Rochester Real Estate Company has caused this agreement to be executed in its name by S. B. Rochester, Sr., its President, and its seal affixed thereto, this 9th day of February, 1976.

ROCHESTER REAL ESTATE COMPANY

By S. B. Rochester, Sr.
President

In the presence of:

Bobby K. Murray
Kathryn B. Acker

STATE OF SOUTH CAROLINA)
COUNTY OF OCHEE) Probate

Personally appeared before me Bobby K. Murray who, on oath, says that he saw the within-named Rochester Real Estate Company by S. B. Rochester, Sr., its President, sign, seal and as his act and deed deliver the within agreement, and that he with Kathryn B. Acker witnessed the execution thereof.

Sworn to before me this 9th day of February, 1976.

Bobby K. Murray

Kathryn B. Acker (L.S.)
Notary Public for South Carolina

My Commission Expires Mar. 22, 1979

RECORDED
ROY D. HARCHEN
FEB 9 1976
CLERK OF COURT
OCHEE COUNTY, S. C.

57

3953

Recorded this 9th day of Nov 76
A. D. 19 76 In Vol. 12-P
Page 57 and Certified

W. B. Rochester, Sr.
C.C.C.P.B.B

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) AMENDMENT #1 to
EASEMENTS, PROTECTIVE COVENANTS AND
RESTRICTIONS
KEOWEE PLANTATION

WHEREAS, Rochester Real Estate Company is the owner of property situated in Oconee County, South Carolina and embraced in a plat entitled Keowee Plantation by Landmark Surveys dated January 26, 1976, said plat being recorded in the office of the Clerk of Court for Oconee County, South Carolina, in Plat Book P-40, page 72, said plat including lots 1A through 13C, inclusive, and

WHEREAS, Rochester Real Estate Company imposed upon said property certain Easements and Protective Covenants and Restrictions dated February 9, 1976 and recorded February 9, 1976 in Deed Book 12-J, page 385, records of Oconee County, and

WHEREAS, Rochester Real Estate Company has further subdivided and expanded certain lots within the subdivision and embraced in a plat by Landmark Surveys, revised the 28 day of September 1976, said plat being recorded in the office of the Clerk of Court for Oconee County, South Carolina in Plat Book P-40, page 161, said plat including above mentioned revisions for lots 1B, 2A, 2B, 2C, 2D, 6C, 6D, 7C, 7D, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 10C, 10D, 12A and 12B,

NOW, THEREFORE, in consideration of the foregoing, and the benefits flowing, to the present and future owners of said lots, Rochester Real Estate Company, by its president, S. B. Rochester, Sr., does hereby amend the above referred Easements and Protective Covenants and Restrictions so as to impose the same and identical Easements and Protective Covenants and Restrictions upon all of the revised and expanded lots as were imposed within the Easements and Protective Covenants and Restrictions dated February 9, 1976 and recorded in Deed Book 12-J, page 385.

IN WITNESS WHEREOF, Rochester Real Estate Company by its President, S. B. Rochester, Sr., has hereunto executed this agreement and its seal affixed thereto this 28 day of September 1976.

In the presence of: ROCHESTER REAL ESTATE COMPANY
W. B. Rochester, Sr. By: *S. B. Rochester, Sr.*
President

Francis F. Carter

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s) he saw the within named Rochester Real Estate Company by its duly authorized officer, S. B. Rochester, Sr., President, sign, seal and as its act and deed deliver the within written Amendment #1 to the Easements and Protective Covenants and Restrictions, Keowee Plantation, for the uses and purposes therein mentioned, and that (s) he with Wilmor R. Tatum, Jr. witnessed the execution thereof.

Sworn to before me this 28 day of September 1976. *W. B. Rochester, Sr.*

Francis F. Carter (L.S.)
Notary Public of South Carolina

My commission expires: Dec. 31, 1978

Keowee Plantation, Oconee County, South Carolina
Amendment #2 to the Easements and Protective Covenants and Restrictions, Keowee Plantation
dated February 9, 1976

We the undersigned, consisting of a majority of Keowee Plantation lot owners (Lots 1-A through 13C inclusive) do hereby amend article L of the Easements and Protective Covenants and Restrictions, Keowee Plantation; dated February 9, 1976 (Reference: Plat Book P-40, Page 72, Deed Book 12-J, page 385, records of Oconee County) to read as follows:

L. No animals, livestock or poultry of any kind shall be raised or bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Lots 13A & B Clarence W. Lay, Pauline M. Lay
Clarence W. & Pauline M. Lay - 590 Queen Annes Lane, Seneca, SC 29672

Lot 13C Wallace D. Reid, Viola G. Reid
Wallace D. & Viola G. Reid - 502 Queen Annes Lane, Seneca SC 29672

Lots 12A & B Charles M. & Nancy C. Laye
Charles M. & Nancy C. Laye - 19 Gladesworth Drive, Greenville, SC 29615

Lot 11B Art & Diane Howle
Art & Diane Howle - 34927 Roycroft, Livonia, MI 48154

Lot 11A W. I. Jr. & Anna D. Kennedy
W. I. Jr. & Anna D. Kennedy - 222 Squirrel Ridge Road, Seneca, SC 29672

Lot 10B Murray C. & Alice M. Carney
Murray C. & Alice M. Carney - 321 Precipitous Way, Seneca, SC 29672

Lot 10A K. N. & Gladys P. Oelberg Trustee, Oelberg Living Trust
Ret → K. N. & Gladys P. Oelberg Trustee, Oelberg Living Trust
120 Cedaridge Lane, Seneca, SC 29672

015183

12.00 Lot 9A,B,C,D

Lot 8A James & Johanna Overstreet
James & Johanna Overstreet - 117 Sandpiper Lane, Greenville, SC 29607

Lot 7B Frank & Eileen C. Petracosta
Frank & Eileen C. Petracosta - 310 Hillsbrough Drive, Greenville, SC 29615

Lot 7A Charles A. III & Linda L. Wicker
Charles A. III & Linda L. Wicker - 111 Fife Place, Seneca, SC 29672

Lot 6B Bill G. & Nell C. Green
Bill G. & Nell C. Green - 310 Phillis Drive, Seneca, SC 29672

Lot 6A Francis L. & Lois J. Kiehinger
Francis L. & Lois J. Kiehinger - 1012 Fleming Lane, Seneca, SC 29672

Lot 5B James R. & Martha W. Pruitt
James R. & Martha W. Pruitt - 114 Wake Robin Lane, Seneca, SC 29672

Lot 5A Roy E. & Christina T. Adams
Roy E. & Christina T. Adams - 1113 Homeport Cove, Seneca, SC 29672

Bryan L. & Mary F. Metler
Bryan L. & Mary F. Metler - 611 Hickory Hill Lane, Seneca, SC 29672

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2009 DEC 18 P 1:13

Keokee Plantation, Oconee County, South Carolina
Amendment #2 to the Easements and Protective Covenants and Restrictions, Keowee Plantation
dated February 9, 1976

- Lot 4B David A. Main
David A. Main, 909 Timber Trail, Seneca, SC 29672
- Lot 4A Norris L. & Janice M. Crismore
Norris L. & Janice M. Crismore - 1207 Crismore Lane, Seneca, SC 29672
- Lot 3B Wilbur F. & Meril L. Bobo
Wilbur F. & Meril L. Bobo - 1501 Lomalinda Circle NW, Uniontown, OH 44685
- Lot 3A Paul A. & Mary S. Shannon-Vos
Paul A. & Mary S. Shannon-Vos - 509 Queen Annes Lane, Seneca, SC 29672
- Lot 2A & B Virgil & Charlotte Womack
Virgil & Charlotte Womack - 503 Maison De Brique, Seneca, SC 29672
- Lot 1A Mary A. Gray
Mary A/Gray - 501 Queen Annes Lane, Seneca, SC 29672

In witness whereof, the listed lot owners have caused this amendment to be executed in their names this ____ day of December, 2000.

In the presence of:

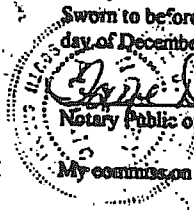
Craigton G. Jandy
Joyce D. Carroll

State of South Carolina)
County of Oconee) Probate

Personally appeared before me the undersigned and made oath that (s)he saw the within named Keowee Plantation lot owners, sign, seal and as its act and deed deliver the within written Amendment #2 to the Easements and Protective covenants and Restrictions, Keowee Plantation, for the uses and purposes wherein mentioned, and that (s)he with Craigton G. Jandy witnessed the execution thereof.

Sworn to before me this 17th
day of December, 2000

Craigton G. Jandy



Joyce D. Carroll
Notary Public of South Carolina

My commission expires: Aug. 20, 2002

Keowee Plantation, Oconee County, South Carolina
Amendment #2 to the Easements and Protective Covenants and Restrictions, Keowee Plantation
dated February 9, 1976

We the undersigned, consisting of a majority of Keowee Plantation lot owners (Lots 1-A through 13C inclusive) do hereby amend article L of the Easements and Protective Covenants and Restrictions, Keowee Plantation; dated February 9, 1976 (Reference: Plat Book P-40, Page 72, Deed Book 12-J, page 385, records of Oconee County) to read as follows:

L. No animals, livestock or poultry of any kind shall be raised or bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

- Lot 13A & B Clarence W. & Pauline M. Lay - 500 Queen Annes Lane, Seneca, SC 29672
- Lot 13C Wallace D. & Viola G. Reid - 502 Queen Annes Lane, Seneca SC 29672
- Lot 12A & B Charles M. & Nancy C. Laye - 19 Gladesworth Drive, Greenville, SC 29615
- Lot 11B Art & Diane Howle - 34927 Roycroft, Livonia, MI 48154
- Lot 11A W. J. Jr. & Anna D. Kennedy - 222 Squirrel Ridge Road, Seneca, SC 29672
- Lot 10B Murray C. & Alice M. Carney - 321 Precipitous Way, Seneca, SC 29672
- Lot 10A K. N. & Gladys P. Oelberg Trustee, Oelberg Living Trust
120 Cedaridge Lane, Seneca, SC 29672
- Lot 9A,B,C,D James & Johanna Overstreet - 117 Sandpiper Lane, Greenville, SC 29607
- Lot 8A Frank & Eileen C. Petrancosta - 310 Hillsbrough Drive, Greenville, SC 29615
- Lot 7B Charles A. III & Linda L. Wicker - 111 Fife Place, Seneca, SC 29672
- Lot 7A Bill G. & Nell C. Green - 310 Phillis Drive, Seneca, SC 29672
- Lot 6B Frances L. & Lois J. Kieninger - 1012 Fleming Lane, Seneca, SC 29672
- Lot 6A *J.R. Davis Martha W. Pruitt*
James R. & Martha W. Pruitt - 814 Wake Robin Land, Seneca, SC 29672
- Lot 5B Roy E. & Christina T. Adams - 1113 Homeport Cove, Seneca, SC 29672
- Lot 5A Bryant L. & Mary F. Metler - 611 Hickory Hill Lane, Seneca, SC 29672

Keokee Plantation, Oconee County, South Carolina
Amendment #2 to the Easements and Protective Covenants and Restrictions, Keowee Plantation
dated February 9, 1976

- Lot 4B _____
David A. Main - 909 Timber Trail, Seneca, SC 29672
- Lot 4A _____
Norris L. & Janice R. Crismore - 1207 Crismore Lane, Seneca, SC 29672
- Lot 3B _____
Wilbur F. & Meril L. Bobo - 1501 Lomalinda Circle NW, Uniontown, OH44685
- Lot 3A _____
Paul A. & Mary S. Shannon Vos - 509 Queen Annes Lane, Seneca, SC 29672
- Lot 2A & B _____
Virgil & Charlotte Womack - 503 Maison De Brique, Seneca, SC 29672
- Lot 1A _____
Mary A. Gray - 501 Queen Annes Lane, Seneca, SC 29672

In witness whereof, the listed lot owners have caused this amendment to be executed in their names this 18th day of December, 2000.

In the presence of:

Wanda Wald
Kimberly M. Richardson

State of South Carolina)
County of Oconee) Probate

Personally appeared before me the undersigned and made oath that (s)he saw the within named Keowee Plantation lot owners, sign, seal and as its act and deed deliver the within written Amendment #2 to the Easements and Protective covenants and Restrictions, Keowee Plantation, for the uses and purposes wherein mentioned, and that (s)he with Wanda Wald witnessed the execution thereof.

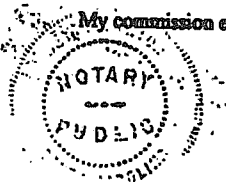
Sworn to before me this 18th
day of December, 2000.

Wanda Wald

Cliff J. J. J.
Notary Public of South Carolina

MY COMMISSION EXPIRES:
DEC. 18, 2005

My commission expires: _____



Keowee Plantation, Oconee County, South Carolina
Amendment #2 to the Easements and Protective Covenants and Restrictions, Keowee Plantation
dated February 9, 1976

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Lots 13A & B

Clarence W. & Pauline M. Lay - 500 Queen Annes Lane, Seneca, SC 29672

Lot 13C

Wallace D. & Viola G. Reid - 502 Queen Annes Lane, Seneca SC 29672

Lots 12A & B

Charles M. & Nancy C. Laye
Charles M. & Nancy C. Laye - 19 Gladesworth Drive, Greenville, SC 29615

Lot 11B

Arthur E. Jr. & Diane G. Howle - 34927 Roycroft, Livonia, MI 48154

Lot 11A

W. J. Jr. & Anna D. Kennedy - 222 Squirrel Ridge Road, Seneca, SC 29672

Lot 10B

Murray C. & Alice M. Carney - 321 Precipitous Way, Seneca, SC 29672

Lot 10A

K. N. & Gladys P. Oelberg Trustee, Oelberg Living Trust
120 Cedaridge Lane, Seneca, SC 29672

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Frances L. & Lois J. Kieninger - 1012 Fleming Lane, Seneca, SC 29672

Lot 6A

James R. & Martha W. Pruitt - 814 Wake Robin Land, Seneca, SC 29672

Lot 5B

Roy E. & Christina T. Adams - 1113 Homeport Cove, Seneca, SC 29672

Lot 5A

Bryant L. & Mary F. Metler - 611 Hickory Hill Lane, Seneca, SC 29672

Keokee Plantation, Oconee County, South Carolina
Amendment #2 to the Easements and Protective Covenants and Restrictions, Keowee Plantation
dated February 9, 1976

- Lot 4B _____
David A. Main - 909 Timber Trail, Seneca, SC 29672
- Lot 4A _____
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- Lot 3B _____
Wilbur F. & Meril L. Bobo - 1501 Lomalinda Circle NW, Uniontown, OH44685
- Lot 3A _____
Paul A. & Mary S. Shannon Vos - 509 Queen Annes Lane, Seneca, SC 29672
- Lot 2A & B _____
Virgil & Charlotte Womack - 503 Maison De Brique, Seneca, SC 29672
- Lot 1A _____
Mary A. Gray - 501 Queen Annes Lane, Seneca, SC 29672

In witness whereof, the listed lot owners have caused this amendment to be executed in their names this 11th day of December, 2000.

In the presence of:

[Signature]
Clare R. Lays

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2000 DEC 18 P. 1:13

State of South Carolina)
County of Oconee) Probate

Personally appeared before me the undersigned and made oath that (s)he saw the within named Keowee Plantation lot owners, sign, seal and as its act and deed deliver the within written Amendment #2 to the Easements and Protective covenants and Restrictions, Keowee Plantation, for the uses and purposes wherein mentioned, and that (s)he with Clare R. Lays witnessed the execution thereof.

Sworn to before me this 11th
day of December, 2000.

[Signature]
Notary Public of South Carolina

My commission expires September 25, 2002

