

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

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EASEMENTS AND PROTECTIVE COVENANTS  
AND  
RESTRICTIONS, KEOWEE PLANTATION

WHEREAS, Rochester Real Estate Company is the owner of property situate 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 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.

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 affect 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

In the presence of:

By S. B. Rochester, Sr.

Bobby K. Murray

President

Kathryn B. Acker

STATE OF SOUTH CAROLINA )

COUNTY OF OCONEE )

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

Notary Public for South Carolina

(L.S.)