

10-X-

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

RESTRICTIVE COVENANTS
KNOLLWOOD MANOR SUBDIVISION

WHEREAS, Herbert Knohl and Nell Margaret W. Knohl are the owners of property in Oconee County, South Carolina on the waters of Lake Keowee and the eastern and western sides of South Carolina Highway No. 188 as shown on a plat of Knollwood Manor made by Beeson Engineering Company dated August 1970 and recorded in the Office of the Clerk of Court for Oconee County, South Carolina in Plat Book P-34, page 29 on October 5, 1970, and desire to develop said property as a residential subdivision in accordance with a uniform scheme of development.

NOW, THEREFORE, for and in consideration of the foregoing and of the covenants and conditions and the benefits inuring therefrom to present and future owners of lots in said subdivision, the undersigned, Herbert Knohl and Nell Margaret W. Knohl, on behalf of themselves, their heirs, assigns, executors and administrators, do hereby impose the following covenants and conditions on all lots shown on the aforementioned recorded plat of KNOLLWOOD MANOR, to wit:

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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

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

1. These lots shall be used solely and exclusively for single-family residential dwellings and shall not be used for commercial or business purposes.
2. No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building, including the distance of said building from any street, Lake Keowee or any side lot line, shall have been approved in writing as to conformity and harmony of external design and materials with existing structures in the subdivision and as to location of the building with respect to topography, location of streets and other buildings, and finished ground elevation by a committee composed of Herbert Knohl, Nell Margaret W. Knohl and J. M. Beeson, or by a representative designated by said committee. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval

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will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor their designated representatives will be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1990. Thereafter, the approval described in these covenants shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. 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. No horses, ponies, chickens, pigeons or livestock of any type shall be kept or raised on any lot in the subdivision.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No fence shall be placed nearer the street than the building line ~~xxxxxxxxxxxxxxxxxxxx~~ established by the Committee in Paragraph 2.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the side five feet of each lot.
6. No lots shall be re-cut so as to face in any direction other than as shown on the recorded plat.
7. Any residence constructed upon any lot must be completed on the exterior and the lot landscaped within eight months after the date the footings are poured.
8. No bathing or swimming pool shall be constructed or maintained on any lot unless it is surrounded by a sightly screening fence.
9. All driveways in the lots shall be paved with either asphalt or concrete paving.
10. No heavy truck or trailer shall be parked on any lot in the subdivision at any time, except for purposes of loading and unloading; no house trailer, disabled vehicle, or unsightly machinery or junk shall be placed on any lot, either temporarily or permanently, and the building committee designated herein shall, at the owner's expense, remove any such house trailer, disabled vehicle, or unsightly machinery or junk from any lot; however, this shall not be construed as prohibiting the parking or keeping of travel trailers, so long as they are not used as a residence, either temporarily or permanently, and are maintained in a sightly manner.
11. Any building erected on any lot shall at all times have curtain walls or underpinning of masonry construction around its entire perimeter, including porches and steps, but allowing doors, windows and ventilators.
12. All residence constructed upon any lot 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 a minimum ground floor area of

the main structure, exclusive of open porches, garages and breezeways, of not less than 1600 square feet of floor space, and no dwelling shall be permitted on any lot at a building cost of less than \$25,000.00, exclusive of the price of the lot, based upon prices as of the date of these Restrictive Covenants.

- 13. All sewage disposal until public sewerage shall be available, shall be by individual septic tanks inspected and approved by the State Board of Health of South Carolina. No septic tanks will be allowed after public sanitary sewerage lines are available.
- 14. No signs or advertising displays other than the advertising for sale of a home on said lot or lots or signs in connection therewith or incidental thereto shall be placed on any lot.
- 15. No oil or mining operations shall be conducted upon any lot.
- 16. No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot, and shall be contained only in sightly containers.

IN WITNESS WHEREOF, the undersigned, Herbert Knohl and Nell Margaret W. Knohl, have caused these Restrictive Covenants to be executed this 14th day of October, A. D. 1970.

In the presence of:

Lallie C. Smith

Lucas S. Swann

Herbert Knohl
Herbert Knohl

Nell Margaret W. Knohl
Nell Margaret W. Knohl

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Herbert Knohl and Nell Margaret W. Knohl sign, seal and as their act and deed deliver the within instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 17 day of October, 1970.

Lallie C. Smith

Lucas S. Swann (SEAL)
Notary Public for South Carolina
My commission expires: 12-31-70

RECORDED
ROY D. HARDEN
OCT 19 1970
CLERK OF COURT
OCONEE COUNTY, S. C.

88

Recorded this 19
day of October 19 70
Book M Page K-4

9389

Fee \$ _____
Renneth J. Williams
Auditor
Oconee County, S. C.

Recorded this 19th day of October
A. D., 19 70 in Vol 10-X
Page 88 and Certified:

Ray D. Hadden
C. C. C. P. G. B.
Oconee County, S. C.

OCT 19 10 41 AM '70
ROY E. HADDEN
CLERK OF COURTS
OCONEE COUNTY, S.C.

At. 1-Box 252
Spencer, N.C.

Ret:
Ben W. Dugis
5006 Bridgeway Drive
Seneca, SC 29672

15.00 011757

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

FIRST AMENDMENT TO
EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS
"KNOLLWOOD MANOR" SUBDIVISION

WHEREAS, the Undersigned are the owners of a certain lots of real property located in Oconee County, South Carolina, which has been subdivided into residential lots in a development to be hereafter known and designated as "KNOLLWOOD MANOR SUBDIVISION", according to a plat of survey thereof recorded in Plat Book P-34, page 29, in the office of the Clerk of Court of Oconee County; and

WHEREAS, the said Owners, believing it to be in the best interests of all present and future owners of lots within this Subdivision, now desire to amend certain protective covenants and restrictions as to the use of such lots and for the benefit of all owners of lots therein;

NOW THEREFORE, the Undersigned hereby reserve the following Easements and adopt the following Protective Covenants and Restrictions for KNOLLWOOD MANOR SUBDIVISION, as follows, to wit:

I. COVENANTS, RESTRICTIONS, EASEMENTS: All lots in this Subdivision shall be held, used, conveyed, transferred and sold subject to original restrictions recorded in Deed Book 10-X, Page 88, records of Oconee County, together with the within amended restrictions, covenants, reservations and easements. The same shall be binding upon all parties or persons claiming under the covenants and restrictions herein and shall be binding on all property owners, and shall run with the land for the period set out in the aforementioned original covenants and restrictions, unless an instrument in writing by a majority of the then-owners of lots in this Subdivision shall be recorded agreeing to change the same in whole or in part. Except as provided herein, no lot may be used or occupied, and no structure built within this Subdivision except in conformance with the following:

1. There shall be no more than one main dwelling located upon each lot and no lot may be re-subdivided or its boundary lines changed.

It is understood and agreed that the restriction set out hereinabove shall replace the restriction Number 8 of the original

Recorded this 16 day of Sept 1998
Book 994 Page 348
Fee
R. F. Williams
Auditors Oconee County, S.C.

OCONEE COUNTY
STATE TAX
COUNTY TAX
PROPERTY TAX

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT

1998 SEP 15 P 1:50

Covenants and Restrictions for Knollwood Manor Subdivision as recorded in Deed Book 10-X, page 88, Records of Oconee County, South Carolina.

II. OTHER PROPERTY: All property owners reserve the right from time to time to apply these covenants, restrictions and easements to additional lands developed as a part of KNOLLWOOD MANOR SUBDIVISION, by the placing of record of additional plat or plats so designated.

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

IV. SEVERABILITY. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Undersigned Owners have hereunto placed their Hands and Seals, this 15th day of September, in the year of our Lord, one thousand nine hundred ninety-eight.

Witnesses:

Debra O. Black
Charles H. Knox
Debra O. Black
Charles H. Knox
Debra O. Black
Charles H. Knox
Debra O. Black
Charles H. Knox
Debra O. Black
Charles H. Knox
Debra O. Black
Charles H. Knox

David Davis
Bo H. Davis (SEAL)

Ernest C. Stoughton
Raymond J. Stoughton (SEAL)

Donna L. White (SEAL)

Mary Anderson
Charles A. (SEAL)

Rose M. Stuck (SEAL)

Virginia M. Christner
Harold Chokey (SEAL)

FILED OCOOEE, SC
SALLIE C. SMITH
CLERK OF COURT
SEP 15 1998

Debra O. Black

Charles H. King

Debra O. Black

Charles H. King

Debra O. Black

Charles H. King

Debra O. Black

Charles H. King

Douglas W. Sawyer

Elijah L. Sawyer (Seal)

Clita C. Brown

Mary B. Davis

truster
Alta M. Dickmann (SEAL)

Harold O. Gibson

Mavis O. Gibson (SEAL)

Hail M. Moss

James C. May (SEAL)

Charles L. Sipe (Sipe)

James H. Sipe (SEAL)

Clita C. Brown Witness + Today

Mary B. Davis

Estate of Mary C. Pickens
by Raymond P. Tate PR (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

FILED O'CONNOR, SC
SALLIE C. SMITH
CLERK OF COURT
SEP 15 P 1:51

BOOK 994 PAGE 0351

Debra O. Black

Mary C. Knox
Charles H. (SEAL)

Rita M. Dickmann

Debra O. Black
James K. Black (SEAL)

Charles H. (SEAL)

Rita M. Dickmann

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

FILED O'CONNOR, SC
SALLIE C. SMITH
CLERK OF COURT
SEP 15 P 1:51

BOOK 994 PAGE 0352

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

PROBATE

PERSONALLY APPEARED the Undersigned Witness, who being duly sworn says that (s)he saw the within named Owners, sign, seal and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, with the second Witness above subscribed, witnessed the execution thereof.

Charles H. King

Sworn to before me this
5th day of September, 1998

Debra O. Black (LS)

Notary Public of South Carolina
My Commission Expires Sept. 30, 2004

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT
SEP 15 P 1:51

BOOK 994 PAGE 0353

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY APPEARED the Undersigned Witness, who being duly sworn says that (s)he saw the within named Owners, sign, seal and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, with the second Witness above subscribed, witnessed the execution thereof.

Rita M. Dickmann

Sworn to before me this
5th day of September 1998

Charles H. King (LS)
Notary Public of South Carolina
My Commission Expires April 9, 2008

SEP 15 P 1:51

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT

BOOK 994 PAGE 0354

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

PROBATE

PERSONALLY APPEARED the Undersigned Witness, who being duly sworn says that (s)he saw the within named Owners, sign, seal and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, with the second Witness above subscribed, witnessed the execution thereof.

Peta M. Dickmann

Sworn to before me this
5th day of September, 1998

Debra O. Black (LS)
Notary Public of South Carolina
My Commission Expires September 30, 2004

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT
SEP 15 P 1:50

BOOK 994 PAGE 0355

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

PROBATE

PERSONALLY APPEARED the Undersigned Witness, who being duly sworn says that (s)he saw the within named Owners, sign, seal and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, with the second Witness above subscribed, witnessed the execution thereof.

Mary B. Davis

Sworn to before me this 11th day of September, 1998

Clota C. Bryan (LS)
Notary Public of South Carolina
My Commission Expires 6-28-2005

FILED OCT 15 1998
CLERK OF COURT
PRO SEP 15 P 11:50

BOOK 994 PAGE 0356

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PROBATE

PERSONALLY APPEARED the Undersigned Witness, who being duly sworn says that (s)he saw the within named Owners, sign, seal and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, with the second Witness above subscribed, witnessed the execution thereof.

Mary B. Davis

Sworn to before me this
15th day of September 1998

Chela C. Brewer (LS)
Notary Public of South Carolina
My Commission Expires 6-28-2005

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT
SEP 15 P 4:50

