175

WILLIAM JERRY FEDDER
WILLIAM F. DERRICK
ATTORNEYS AT LAW
SENECA
CLEMBON
SOUTH CAROLINA

STATE OF SOUTH CAROLINA
)
COUNTY OF OCONEE

COUNTY OF OCONEE

EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS
17

WHEREAS, Thurmond Evatt is the owner and developer of a certain tract of real property situate in the Wagener Township of Oconee County, South Carolina, and being the majority of those lands conveyed to said Thurmond Evatt by deed of Harold T. & Nina S. Peebles, recorded in Deed Book 10-Q at page 212, records of Oconee County, and

WHEREAS Thurmond Evatt has now caused these lands to be subdivided and intends to develop the same as and under the style of LAKE SHORE Subdivision, same to be and contain twenty-seven (27) lots, inclusive, and

WHEREAS, all the lots in this Subdivision are intended for residential purposes only, and in order to insure an orderly and attractive plan of development,

NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS, That I, THURMOND EVATT, in the state aforesaid, for and in consideration of the foregoing and the benefits flowing to present and future owners of lots in LAKE SHORE Subdivision, do hereby impose the following protective and/or restrictive covenants, conditions and easements upon all lots in LAKE SHORE Subdivision, to wit:

- That all lots in this Subdivision shall be used for residential purposes only, and that no more than one, detached, single family dwelling may be constructed on any one lot in this Subdivision.
- 2) That no mobile home, trailer, camper, or like prefabricated, unitized structure may be placed upon any lot in this Subdivision or used temporarily or permanently as a dwelling thereon at any time.
- 3) That any dwelling constructed upon these lots shall contain not less than twelve hundred (1, 200) square feet of living space within the enclosed walls of the structure and shall be of a value of workmanship and materials of not less than sixteen thousand (\$16,000) dollars, based upon building costs as of July, 1970, and exclusive of the cost of the lot, and any garage or outbuilding appurtenant to any dwelling shall be of materials and workmanship similar in character to the dwelling itself.
- 4) That the front set-back line of all lots in this Subdivision shall be at least forty (40) feet back from and parallel to the street upon which it fronts and all buildings must be at least ten (10) feet from any side lot line and as to those lots which

W. JERRY FEDDER
WILLIAM F. DERRICK
Attorneys of Low
North Townville Street

LAKE SHORE Subdivision Restrictions Page two

adjoin the shore line of Duke Power Company's Keowee-Toxaway Project, any dwelling erected thereon shall be placed at least forty (40) feet back from the "take-line" of the Project. No building or other structure of any kind may be placed or erected on the space between the front set-back line and the street.

- 5) That any dwelling erected on any lot in this Subdivision shall be provided with an adequate septic tank and drain field and a private water system approved by the standards of the South Carolina Sate Board of Health for dwellings of the size, type and construction here required. There shall be no open sewers or ditches for this purpose on the premises.
- 6) That no unsightly, unsanitary or noxious condition of any nature whatsoever, nor any condition which would tend to detract from the general neighborhood, including but not limited to abandoned cars, trucks or appliances of any kind or any junk or debris, shall be allowed to exist on any lot at any time.
- 7) That no livestock, cows, chickens, swine or other like animals may be kept or penned upon any lot of this Subdivision at any time.
- 8) That no building, dwelling or outbuilding on any lot may be used for any commercial purpose, nor may any advertising media be placed or displayed upon any lot or building except for the discreet advertisement of any lot or dwelling for sale.
- 9) That no lot of this Subdivision may be used as a road, a drive or a public way, nor may any such easement or right-ofway be placed on any lot for use as a public way except for the construction and placement of a private drive to serve a private dwelling constructed on any lot, and no lot in this Subdivision may be resubdivided in any way.
- 10) That there is reserved unto the owner and developer an easement and right-of-way of five (5) feet in width along all lot lines in this Subdivision for the installation and maintenance of public untilities to serve the Subdivision and for drainage.

and the Owner and Developer does hereby declare that all the above and foregoing covenants and restrictions are to run with the land and be binding upon the owner and developer and his successors in title for a period of thirty (30) years from the date of execution of these presents, after which time same are

W. JERRY FEDDER WILLIAM F. DERRICK Altorreys of Law

North Townville Street Seneca, S. C.

LAKE SHORE Subdivision Restrictions Page three

to be automatically extended for successive periods of thirty (30) years from the date of each expiration unless an instrument signed by a majority of the then-owners of lots in this Subdivision be recorded releasing the entire Subdivision from these covenants and restrictions. These covenants and restrictions are for the benefit of all owners and developers of the lots in this Subdivision and may be enforced by any person owning property therein at law or in equity. In validation of any one of them by judgment of Court or by reason of release or agreement signed by all owners of lots therein shall in no way affect the others, which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my Hand and affixed my Seal this 25 day of August, in the year of our Lord, one thousand nine hundred seventy.

Witnesses:

THURMOND EVATT, Owner & Developer

PERSONALLY APPEARED BEFORE ME, Evelyn C. Teague, who being duly sworn says that she saw the within named THURMOND EVATT sign, scal and as his act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that she, with Sara F. Burns, witnessed the execution thereof.

Sworn to before me this

25 day of August, 1970

2. HOLYBA BABFIC OL ZONAH CYBOTINY

My Commission Expires March 24, 1979

RECOTT ROY D. FALLS

AUG 26 1970

CLES (O. OCONEE CO

JERRY FEDDER WILLIAM F. DERRICK Alloineys at Low