

Whereas, the heirs at law are the owners of property known as the J. P. Hughes Estate situate in Oconee County, South Carolina, and embraced in a plat entitled "Lakewood Estates", by Perry B. Wilson, Jr., Reg. Surveyor, No. 663, dated August 9th, 1974 and recorded in the office of the Clerk of Court for Oconee County, South Carolina in Plat Book P-38, Page 94, and

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said lots, the following protective and/or restrictive covenants are imposed on all of said lots.

A. No lot shall be used, except for residential purposes, except that certain areas may be designated for use as Community Recreation Areas. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling or one semi-detached single family dwelling and not to exceed two and one-half stories in height. Each such building shall have curtain walls or underpinning of masonry construction around the entire perimeter, including porches and steps, but allowing doors, windows and ventilators.

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 grage, of not less than 1600 square feet for a one-story dwelling nor less than 1,000 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 \$25,000.00, exclusive of the price of the lot, based on prices as of January 1, 1975.

C. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 10 feet to an interior lot line.

D. No lot shall be subdivided into, nor shall any dwelling be erected or placed on, any lot or lots having a width of less than 75 feet at the minimum building setback line.

E. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side five feet of each lot. A 10 foot easement for the purpose of installing a sewer system is reserved on each lot as shown on plat.

F. 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.

G. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

H. 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.

I. No oil or mining operations shall be conducted upon any lot.

J. No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot.

K. All sewerage 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. No septic tanks will be allowed after public sanitary sewerage lines are available.

L. 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; 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 stop 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.

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

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, the heirs at law of J. P. Hughes have caused this agreement to be executed in their names and have affixed their seal thereto, this 9th day of January, 1975.

In the presence of:

HEIRS AT LAW OF J. P. HUGHES

Alma Shaw
Brenda Watts
Herbert T. Morgan
Alvina M. Riley

1) James L. Hughes (SEAL.)
2) Joe B. Hughes (SEAL.)
3) Bill E. Hughes (SEAL.)
4) Jerry B. Hughes (SEAL.)
5) Amelia H. Hughes (SEAL.)

STATE OF ALABAMA)
COUNTY OF TALLADEGA)

PROBATE

Personally appeared before me ALMA SHAW who on oath says that s(he) saw the within named James L. Hughes, sign, seal and as his act and deed, deliver the within agreement and that s(he) with BRENDA WATTS witnessed the execution thereof.

Alma Shaw

SWORN to before me this

9th day of January, 1975.

William T. Thomas
Notary Public for State of Alabama at Large
My Commission expires 3/2/78

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

PROBATE

Personally appeared before me Herbert D. Morgan who on

oath says that he saw the within named Bill G. Hughes, Joe B. Hughes, Anita H.

Justice, and Larry B. Hughes, sign, seal and as their act and deed, deliver the

~~within agreement and that~~ he with Alvina M. Riley witnessed

the execution thereof.

Herbert D. Morgan

SWORN to before me this

13th day of January 1975

Alvina M. Riley

Notary Public for South Carolina

My Commission expires 9-17-84

