

BOOK 856 PAGE 1

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OCONEE COUNTY

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STATE OF SOUTH CAROLINA

SALLIE O. SMITH
CLERK OF COURT

COUNTY OF OCONEE

Received this 28 day of May 1996
Book 856 Page 601-603
fee _____
K.P. Williams
Auditor, Oconee County, S.C.

EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS

"PETTY COVE" SUBDIVISION

WHEREAS, Robert C. Beaudry and Linda Petty Beaudry are the owners and developers of a tract of real property located in Oconee County, South Carolina, which has been subdivided into five (5) residential lots designated as Lots Number One (1), Two (2), Three (3), Four (4) and Five (5) in a development to be hereafter known and designated as "PETTY COVE SUBDIVISION", according to a plat of survey thereof recorded in Plat Book A398, page 6, in the office of the Clerk of Court of Oconee County; and

WHEREAS, the said Owners and Developers, believing it to be in the best interests of all present and future owners of lots within this Subdivision, now desire to impose certain protective covenants and restrictions as to the use of such lots, and to reserve certain easements for utilities, roadways or amenities for the use and 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 PETTY COVE SUBDIVISION, as follows, to wit:

I. COVENANTS, RESTRICTIONS, EASEMENTS: All lots in this Subdivision shall be held, used, conveyed, transferred and sold subject to the within restrictions, covenants, reservations and easements. The same shall be binding upon all parties or persons claiming under the Undersigned, and shall run with the land, for a period of twenty-five (25) years next following the date hereof, after which the same shall be automatically extended for successive periods of twenty-five (25) years each 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. No professional office, business, trade or commercial activity of any kind may be conducted in any building or upon any lot or upon any portion of any lot. No structure of a temporary nature, including but not limited to a trailer, mobile home, modular or prefabricated home, basement, tent, shack, garage, barn or other outbuilding,

THIS PROPERTY DESIGNATED AS

MAP 164 SUB CC BLK 04 PARC 024 file

ON OCONEE COUNTY TAX MAPS

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OCONEE COUNTY ASSESSOR

may be used as a residence on any lot. No temporary building of any kind will be allowed on any lot, unless incidental to the construction of a permanent dwelling on any lot, in which event such building must be removed upon completion of the construction work.

2. All lots shall be used for residential purposes, only, and no building may be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, which shall not exceed two and one-half (2-1/2) stories in height above ground level.

3. The outer walls of any dwelling shall be of masonry, wood, natural stone, masonry veneer, redwood or cedar shakes or shingles, but no asbestos shingle or imitation masonry on outer walls will be permitted. All buildings shall have a solid perimeter foundation of poured concrete, brick or concrete block. No concrete block or concrete brick may be used in construction of any dwelling which may be visible from the exterior after grading has been completed, except for textured slumpstone used as a decorative feature.

4. The grouped floor area of the main structure of any dwelling constructed upon any lot shall contain not less than two thousand (2,000) square feet of enclosed and heated floor space for any dwelling, with not less than fourteen hundred (1400) square feet of the total of two thousand (2,000) square feet included in the first floor of any dwelling which exceeds one story in height, in every event exclusive of open porches, garages and basements.

5. No dwelling of a value of less than one hundred thousand (\$100,000) dollars, based on building costs as of January 1, 1995, shall be permitted on any lot, it being the intent and purpose of this covenant that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of recording of this Agreement, at the minimum cost stated herein for the minimum dwelling size.

6. No building or structure of any kind may be located nearer than thirty (30') feet to the front lot line of any lot, thirty (30') feet to the rear lot line (water front), nor nearer than ten (10) feet to any side lot line. In this regard, the Developers acknowledge that lot THREE (3) of the Subdivision, due to its topography, may require a reduced rear setback line which may be approved by the Developers, in writing, for good cause shown. PROVIDED, HOWEVER, piers and dock facilities on Lake Keowee are exempt from the rear setback restrictions.

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7. No lot in this Subdivision may be resubdivided into smaller lots. There shall be no more than one main dwelling located on any lot of this Subdivision. Should the owner of one lot acquire an adjoining lot, the aggregate shall be considered as one lot for purposes of these covenants and subject to the provisions of this paragraph.

8. All construction commenced on any lot must be completed within twelve (12) months after construction is begun.

9. No signs or bulletin board will be permitted on any lot except when used in connection with the sale of a lot or when used by contractors during the actual construction of a dwelling upon any lot.

10. Any dwelling constructed on any lot must be serviced by an adequate sewage disposal system of a type and kind approved by the South Carolina State Board of Health and Environmental Control and where available, must be connected to a public sewage disposal system.

11. Any house pets maintained by any lot owner must be kept confined so as not to be or become a nuisance to any other lot owner. No farm animals, including but not limited to horses, chickens, pigs or cattle, shall be maintained on any lot.

12. No noxious or offensive activity may be carried on upon any lot, nor anything which may be or become an annoyance or nuisance to the general neighborhood, including but not limited to the parking or storage of wrecked or disabled vehicles or school buses upon any lot or street within the development. All vehicles permanently housed on any lot must be garaged at all times in an enclosed garage.

13. All trash, garbage or other waste may be kept only in containers approved for sanitary conditions, and any equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No lot shall be used or maintained as a dumping ground for trash or rubbish. No burning is permitted on any lot and any refuse, including trimmings, must be hauled from the lot.

14. Each lot owner shall maintain his entire lot, including the area along the front to curbs and including banks, easements, etc.

15. There is reserved along each side and rear lot line an easement of ten (10') feet in width for the installation, operation and maintenance of utilities and for drainage. Any other easements as may

BOOK 856 PAGE 4

be shown upon the recorded plat of the subdivision are also reserved for the specified purposes.

16. All ditches and drainage swales shall be kept free of trash and garbage in order to permit the proper flow of water and drainage within the subdivision.

17. On all lots adjoining Lake Keowee there has been reserved a floodage easement in favor of Crescent Land & Timber Corporation (Duke Power Company) to the 810' ft. contour elevation above sea level.

18. Fixed piers, gazebos and floating dock facilities incidental to residential use of the lots are expressly permitted on condition they are not rented, leased or otherwise used for remuneration. Any pier or boat dock which is covered shall not contain an upper deck or provide an activity area above the dock level. No dock in the subdivision shall be used as a dock for a houseboat or other watercraft used as a housing unit. Any pier or dock must be authorized and permitted by Duke Power Company.

19. Any ownership or leasing arrangement for a lot having the characteristics of a vacation time sharing ownership plan or a vacation time sharing lease plan is expressly prohibited.

20. Fences or walls incidental to residential use shall not exceed four (4) feet in height, shall not be constructed of a solid material which will block the view of the lake on an adjacent lot nor extend closer to the front lot line than the house on the lot.

21. Roofs (except dormers) shall not be less than six-in-twelve pitch, and not less than twelve (12") inch overhang. Roofing materials shall be limited to slate, cedar shake, tile, fiberglass shingles or standing seam roofing. Corrugated iron, tin or rolled roofing material is not permitted.

22. No satellite dish will be permitted on any lot or in any portion of this Subdivision.

23. No trees greater than six (6") inches in diameter, breast high, may be cut from any lot without the prior written permission of the Developers, except as necessitated for the location of a dwelling house on the lot.

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II. **PETTY COVE LANE ASSOCIATION:** Each owner or owners of those Lots numbered **ONE (1), TWO (2), THREE (3) and FOUR (4)** shown on the above mentioned plat shall be responsible for the maintenance, upkeep and repairs to the thirty (30) foot street adjoining these lots which is shown on the plat, which street is designated as "Petty Cove Lane". To this end, the owners of these lots shall form an association to be known as and to operate under the name and style of **PETTY COVE LANE ASSOCIATION**, and each Owner of these lots or any resubdivided portion thereof shall, by reason of ownership, become a Member of the Association.

All matters regarding the use, maintenance and upkeep of the street shall be determined by a majority vote of the Members, and the owner or owners of each of these lots shall be entitled to one (1) vote per lot on all matters regarding the upkeep and maintenance of the street. Based on this majority vote, the Association shall levy and collect such assessments against the Members as shall be required to defray all costs and expenses required for the maintenance and upkeep of the street.

Each owner or owners of these lots which is acquired by the acceptance and recording of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to have covenanted and agreed to pay to Petty Cove Lane Association any assessments for capital improvements, repairs or maintenance to the street. The special assessments, together with reasonable costs, expenses and attorney fees, shall be a charge on the lands of the owner and be a continuing lien upon the property when each assessment is made. Each such assessment, together with interest, costs and attorney fees, shall also be the personal obligation of the owner of any property at the time when the assessment is made. The personal obligation for delinquent assessments shall not pass to the successor in title of any lot owner unless expressly assumed by such successor in title.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) per centum per annum. The Association may bring an action at law against the defaulting owner, and foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided herein by nonuse of the road or abandonment of the lot.

The assessment constitutes a lien on the property, however it shall be subordinate to any first mortgage lien. Any sale or transfer of a lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. However, no sale or transfer shall release any lot from liability for any assessment thereafter becoming due or from the lien thereof. No sale or transfer shall relieve any previous lot owner from his personal obligation to pay the assessment according to these covenants.

III. OTHER PROPERTY: The Undersigned reserve the right from time to time to apply these covenants, restrictions and easements to additional lands developed as a part of PETTY COVE SUBDIVISION, by placing of record of additional plat or plats so designated.

IV. 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.

V. 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 Developers have hereunto placed their Hands and Seals, this 15th day of AUGUST, in the year of our Lord, one thousand nine hundred ninety-five.

Witnesses:

Mary B. Davis
Kimberly C. Tompkins

Robert C. Beaudry [SEAL]
ROBERT C. BEAUDRY

Linda Petty Beaudry [SEAL]
LINDA PETTY BEAUDRY

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BOOK 856 PAGE 7

STATE OF SOUTH CAROLINA |
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PERSONALLY APPEARED the undersigned Witness, who being duly sworn says that (s)he saw the within named ROBERT C. BEAUDRY and LINDA PETTY BEAUDRY sign, seal, and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Mary B. Dawe

Sworn to before me this
15th day of August, 1995

Kimberly C. Tompkins [LS]
Notary Public of South Carolina
My Commission Expires: 6-29-2005

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