

STATE OF SOUTH CAROLINA) EASEMENTS AND PROTECTIVE COVENANTS
 :
 COUNTY OF OCONEE.) SAFETY HARBOR

WHEREAS, Rochester Real Estate Company, Inc. is the owner of property situate in Oconee County, South Carolina, and embraced in a plat entitled SAFETY HARBOR, by B. R. Watson, dated July, 1971, revised August, 1971, and recorded in the office of the Clerk of Court for Oconee County, South Carolina, Plat Book P-34, page 78,

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said lots, Rochester Real Estate Company, Inc., by its President, S. B. Rochester, Sr. does hereby impose the following protective and/or restrictive covenants on all of said lots.

- A. All conventional construction must be 600 square feet for one level and modular construction must have a minimum square footage of 800.
- B. (1) All construction begun must be completed within six (6) months.
 (2) All plans and specifications must be submitted and approved by Rochester Real Estate Company, Inc. or a committee appointed by same.
 (3) All construction with exterior wood must have the factory recommended stain or paint.
- C. All docks must be of the flotation type.
- D. No dock or boathouse will be allowed to obstruct any cove or waterway preventing ingress and egress by water of any property owner on the lake.
- E. No lot owner will leave any portion of a lot bare of growth as to create an eroding situation.
- F. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear (street side on waterfront lots) and side five (5') feet of each lot.
- G. Each lot owner will see that his property is kept in a neat and orderly condition.
- H. Each owner will agree to sign a request for water upon purchase of lot and agree to purchase one water tap from the City of Seneca when made available.
- I. All septic tanks must be constructed according to specifications of the South Carolina State Board of Health.
- J. No commercial enterprise of any nature to be allowed to exist on any lot.
- K. No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot.
- L. If owner chooses to list his property with a real estate broker, Rochester Real Estate Company, Inc. will have the first refusal to an exclusive listing for three months. Rochester Real Estate Company, Inc. will list the property at a price agreed upon by the owner. After the three months period has expired the owner is under no obligation for renewal of listing, if a sale has not been consummated.

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, Rochester Real Estate Company, Inc. has caused this agreement to be executed in its name by S. B. Rochester, its President, and its seal affixed thereto, this 15th day of September, 1971.

In the presence of: ROCHESTER REAL ESTATE COMPANY, INC.

Mary V. Wald
Kathryn B. Acker

By S. B. Rochester (Seal)
President

STATE OF SOUTH CAROLINA)
 : PROBATE
COUNTY OF OCONEE,)

Personally appeared before me Mary V. Wald who, on oath, says that she saw the within-named Rochester Real Estate Company, Inc. by S. B. Rochester, its President, sign, seal and as his act and deed, deliver the within agreement, and that she with Kathryn B. Acker witnessed the execution thereof.

Sworn to before me this 15th day of September, 1971.

Mary V. Wald

Kathryn B. Acker (L.S.)
Notary Public for South Carolina
My Commission Expires Nov. 21, 1979

RECORDED
ROY D. GARDEN
SEP 15 1971
CLERK OF COURT
OCONEE COUNTY, S. C.