

Roy D. Harden
C. C. C. E. L. P.
Oconee County, S. C.

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STATE OF SOUTH CAROLINA)
) EASEMENTS, PROTECTIVE
COUNTY OF OCONEE) COVENANTS AND RESTRICTIONS

WHEREAS, Keowee Properties, a/Partnership, has developed a Subdivision on property hereinafter described by reference to Plats; and

WHEREAS, It is desirable that the various lots located therein should have identical covenants and restrictions;

NOW THEREFORE:
Keowee Properties, a/Partnership, does hereby bind it, its successors and assigns, to the following restrictions and covenants for the lots as shown on a plat of Tyson & Associates, Inc., Clelland A. Tyson, RLS, dated September 5, 1980, designated as Spanish Cove Subdivision, Section I and Section II, and recorded in Plat Book P-45, at page 23, in the Office of the Clerk of Court of Oconee County, South Carolina. Lots One through Twenty-Six (1-26) inclusive on said plat are hereby covered.

The following restrictions, as to use of the lots, shall be covenants running with the land and shall be binding upon all persons owning or occupying the premises. A violation thereof not to cause forfeiture but to entitle the grantor or anyone aggrieved to sue for damages for or to enjoin the breach, or both.

The restrictions, herein imposed, are as follows:

- 1) The premises shall be occupied as a single family place of residence.
- 2) No multifamily dwelling shall be erected or maintained thereon; however, this shall not prohibit the construction of guest or domestic help quarters within the primary resident structure.
- 3) All conventional construction must contain at least one thousand (1,000) square feet of living area, exclusive of open porches and garages.
- 4) No mobile homes or modular homes shall be permitted on said premises.
- 5) No outside privy shall be allowed and all septic tanks and drain fields must be approved by the State Board of Health.
- 6) No commercial or business venture shall be conducted on any of the said lots.

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- 7) No second hand lumber or tin is to be exposed, and the outside of all buildings is to be stained or painted with a minimum application of two (2) coats. Brick construction need not be so covered.
- 8) Any outbuilding or garage hereafter erected on said lot shall be of the same or comparable material as the dwelling.
- 9) Any structure must be completed within one (1) year after the initial construction has commenced.
- 10) Any fencing used must be decorative and conform to the surrounding structures and environment.
- 11) No inoperative vehicle shall be permitted on said lots in excess of thirty (30) days.
- 12) No noxious or dangerous animals are to be kept on the premises.
- 13) An easement of ten (10) feet along all property lines is hereby reserved for the construction, erection and maintenance of utilities as they become available to the Subdivision.
- 14) No building shall be erected on lots herein closer than thirty (30) feet from the front lot line, nor closer than ten (10) feet from either side lot line or the rear lot line; provided, however, Lots #20 and #26, Section II, are exempt herefrom.
- 15) Each lot owner acknowledges that water service is provided by the City of Walhalla and upon commencing construction on their respective lots, they shall obtain a water tap from the City of Walhalla.
- 16) No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot.
- 17) Each lot owner will see that his property is kept in a neat and orderly condition.
- 18) That the grantee, his heirs and assigns, shall maintain a membership in the Spanish Cove Property Owners Association, a Corporation, and shall pay annual dues as shall be prescribed under the By-Laws of membership of said Corporation.

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.