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FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS

BOOK 1114 PAGE 300

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE.)

RESIDENTIAL AREA
FOR SWEETWATER SUBDIVISION
REGISTER OF DEEDS

2000 OCT 27 P 3 19

KNOW ALL MEN BY THESE PRESENTS that Land Mart, Inc. a South Carolina Corporation (hereinafter referred to as Developer, is the owner of those certain lots of land known as lots 1-15 inclusive, Sweetwater Subdivision, as shown on that certain plat by Anderson Surveying Associates, Inc., dated October 13, 2000, of record in the Office of the Clerk of Court for Oconee County, South Carolina, in Plat Book A-781 at pages 9 & 10; and,

WHEREAS, a general plan has been established for the improvement and development of the subdivided lots as shown on said plat, the undersigned do hereby impose the following protective covenants and the Developer hereby establishes the Sweetwater Road Maintenance Association, all of which are declared to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in the described property, or any part thereof, and all of which shall be applicable to the entire tract as shown on the aforesaid plat and known as Sweetwater Subdivision, and Developer wishes to set forth a plan of development and impose certain restrictions, reservations, easements and covenants upon each and every lot as shown on said subdivision plat. Each and every one of these covenants, conditions, reservations and restrictions is, and all are, for the benefit of each owner of the lots in said subdivision, or any interest therein, and shall inure to and pass with each and every lot in said subdivision, and shall be binding upon the respective successors in interest to the Developer. These covenants, conditions, reservations and restrictions are to be construed as restrictive covenants running with the title to each and every lot, to wit:

1. All lots within the subdivision shall be used solely for single family residential purposes.
2. Manufactured Homes, Single Family Homes, Single Wide or Double Wide or Triple Wide, will be permitted on any lot in said subdivision.
3. No junk automobiles or trucks. All vehicles must have a current tag.
4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. No structure of a temporary character, trailer, basement, tents, shack, garage, barn or other outbuildings shall be used or left on any lot at any time as a residence, either temporarily or permanently, nor will it be permissible to stockpile any form of construction materials or the parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house, and materials and equipment of the Developer is permitted.
6. Any structure must be completed within one (1) year after the initial construction commences.
7. No signs of any kind shall be displayed to the public view on any lot except a sign of not more than five (5) square feet advertising the property for sale or rent, or the normal signs used by a builder to advertise the property for sale during the construction and sales periods only.
8. No animals, livestock or poultry of any kind shall be raised or bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.
9. No lot shall be used or maintained as a dumping grounds for rubbish. Trash, garbage or other waste shall not be kept except in containers approved for sanitary conditions. All garbage cans and containers shall be screened in a manner in which they are not visible from the road. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. No fence, wall, hedge or other shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-

five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley roadway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. All fuel tanks of containers shall be covered or buried underground consistent with normal safety precautions.

12. No tower for a television antenna or any other antennas shall be erected over twenty (20) feet in height.

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

14. Invalidation of any one of these covenants by judgment or court order shall, in no wise, affect any of the other provisions which shall remain in full force and effect.

15. No lot in said subdivision shall be subdivided unless each portion of the lot as re-subdivided is conveyed unto the owner of a contiguous lot to increase the size of said lot; however, Developer hereby reserves the right to re-subdivide any lot or change any lot lines within said subdivision free of the restriction contained herein.

16. There shall be an architectural committee composed of Steve Holsey and James T. Ellison until all lots are sold, at which time, approval of plans and all duties of the architectural committee shall become the responsibility of the Sweetwater Road Maintenance Association as constituted in Paragraph 24 herewith. Should a member of the architectural committee become unable to serve, then the remaining member shall appoint a successor to replace that member. No building, including dwellings, detached garages, outbuildings or fences shall be erected, placed or altered on any lot in this development until the building plans, specifications and plat plans, showing the locations of such building or fence, have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the architectural committee.

17. No dwelling shall be erected on any lot nearer than thirty (30) feet to the front lot line; nor nearer than five (5) feet to any side line, the front line being that line abutting the roadway.

18. No dwelling with an area of less than 800 sq. feet of heated area shall be erected on any lot.

19. No basement, tent, shack, garage or other outbuilding erected on this property shall be, at any time, used as a residence, temporarily or permanently, however, an owner of any lot may set up a camper on his lot for a period of not more than two (2) weeks four (4) times a year.

20. Drainage and utility easements of five (5) feet in width are reserved over all side and front lot lines, and a utility easement of 25 feet on front lot lines, and 5 feet on side lot lines abutting a street or property not owned by original developer.

21. All accessory buildings shall contain at least 100 square feet of area and shall be of new type construction. Said building shall not be constructed within five (5) feet of rear or side lot lines, or nearer than thirty feet (30') to any front lot line.

It is the intent of the developer that the roads to, and within, Sweetwater Subdivision be private roads since the said roads are not accepted by Oconee County into its road system, into Sweetwater Subdivision, Developer hereby establishes the Sweetwater Road Maintenance Association. By acceptance of a deed to a lot within Sweetwater Subdivision, the Grantee agrees to become a member of the Association. Each lot owner shall be entitled to one vote per lot owned as concerns the operation of the association and maintenance of said roadways. Maintenance of the roads, shall be turned over to the

association at such time as Developer deems appropriate upon written notice to the lot owners. The Association by majority vote shall elect such officers or board as deemed necessary for the governing of the association. All action taken, including the imposition of assessments, shall be by majority vote. By acceptance of a deed in Sweetwater Subdivision, the grantee covenants to pay unto the association his proportionate share, of any assessment for capital improvements, repairs and maintenance to the roads. At the time of conveyance unto any grantee by Developer of a lot within Sweetwater Subdivision, the grantee shall pay an initial fee of \$100.00 to be placed in a reserve account to be used for maintenance of the roads within Sweetwater Subdivision. Any assessments, together with interest, costs and a reasonable attorney's fee, shall be a charge on each lot and shall be a continuing lien upon the property when each assessment is made. Each such assessment, together with interest, costs and a reasonable attorney's fee shall also be the personal obligation of the owners or their successors in interest of any lot. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date assumed at a rate of 12% per annum. The Association may bring an action at law against the owners personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability from the assessment provided for herein by nonuse of the road or abandonment of the lot. The assessment shall constitute a lien on the property, but, shall be subordinate to any mortgage lien. Any sale or transfer of any lot pursuant to mortgage foreclosure or deed 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 relieve any previous lot owner from his personal obligation to pay the assessment according to these covenants.

22. Developer hereby reserves the right to re-subdivide any lot or change any lot lines within said subdivision free of the restriction contained herein.

23. The owner/developer, Land Mart, Inc. does hereby reserve unto itself the right to amend, in whole or part, any of the above restrictions and protective covenants as in its sole discretion that may be necessary to promote the best interests of the development of said subdivision. Any such amendment shall be in writing duly recorded in the aforesaid Clerk's Office.

24. The above restrictions shall be deemed covenants running with the title to each lot in Sweetwater Subdivision, shall be binding on each lot owner, their heirs, assigns and successors in interest for a period of Twenty-five (25) years from the date hereof and shall be automatically extended for successive ten (10) year periods unless revoked by majority vote of the lot owners of said subdivision, each lot having one (1) vote. After sale of all lots in said subdivision by Developer, these restrictions may also be amended by majority vote of the lot owners in said subdivision, each lot being entitled to one vote.

WITNESS the hand and seal of the Developer this 27th day of October, 2000.

Signed, Sealed and Delivered
in the Presence Of:

Land Mart, Inc., a S.C.
Corporation, Developer

Jeressa Jernig
Susan Bradford

[Signature]
Its President

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for the State of South Carolina, do hereby certify that Land Mart, Inc., a South Carolina Corporation, by its President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

[Signature]
Notary Public for South Carolina

My Commission Expires: My Commission Expires October 2, 2007

