

RECORDED
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JUL 30 1980
CLERK OF COURT
OCONEE COUNTY, S. C.

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Recorded this 30th day of July
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Page 247 and Certified

Ray D. Hardin
C.C.C.P. & D.
Oconee County, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

RESTRICTIVE COVENANTS
VISTA GROVES SUBDIVISION

WHEREAS, Lucille B. Groves is the owner of property in Oconee County, South Carolina on the waters of Lake Keowee as shown on a plat of Vista Groves made by Landmark Surveys dated August 6, 1979 and recorded in the Office of the Clerk of Court for Oconee County, South Carolina in Plat Book P-46, at page 284 on the 30th day of July, 1980, and desires to develop said property as a residential subdivision in accordance with a uniform scheme of development.

NOW, THEREFORE, for and in consideration of the foregoing and of the covenants and conditions and the benefits inuring therefrom to present and future owners of lots in said subdivision, the undersigned, Lucille B. Groves on behalf of herself, her heirs, assigns, executors and administrators, does hereby impose the following covenants and conditions on all lots shown on the aforementioned recorded plat of Vista Groves, to wit:

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant and either to prevent him or them from

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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.

1. These lots shall be used solely and exclusively for single family residential dwellings and shall not be used for commercial or business purposes.

2. No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building, including the distance of said building from any street, Lake Keowee or any side lot line, shall have been approved in writing as to conformity and harmony of external division and as to location of the building with respect to topography, location of streets and other buildings, and finished ground elevation by a committee composed of Ben Groves and Lucille B. Groves or by a representative designated by said committee. In the event of the death or resignation of any member of said committee the remaining members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor their designated representatives will be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 2000. Thereafter, the approval described in these covenants shall not be required unless prior to said date and effective thereon a written instrument shall be

executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. 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. No horses, ponies, chickens, pigeons or livestock of any type shall be kept or raised on any lot in the subdivision. Any dogs must be leashed and barking heard only on their own premises.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No fence shall be placed nearer the street than the building line established by the Committee in Paragraph 2.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved over the side five feet of each lot.

6. No lots shall be re-cut so as to face in any direction other than as shown on the recorded plat.

7. Any residence constructed upon any lot must be completed on the exterior and the lot landscaped within nine months after the date the footings are poured.

8. No bathing or swimming pool shall be constructed or maintained on any lot unless it is surrounded by a slightly screening fence.

9. All driveways in the lots shall be paved with either asphalt or concrete paving.

10. No heavy truck or trailer shall be parked on any lot in the subdivision at any time, except for purposes of loading and unloading; no house trailer, disabled vehicle, or unsightly machinery or junk shall be placed on any lot,

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either temporarily or permanently, and the building committee designated herein shall, at the owner's expense, remove any such house trailer, disabled vehicle, or unsightly machinery or junk from any lot; however, this shall not be construed as prohibiting the parking or keeping of travel trailers, so long as they are not used as a residence, either temporarily or permanently, and are maintained in a sightly manner.

11. Any building erected on any lot shall at all times have curtain walls or underpinning of masonry construction around its entire perimeter, including porches and steps, but allowing doors, windows and ventilators.

12. All residence constructed upon any lot 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 a minimum ground floor area of the main structure, exclusive of open porches, garages and breezeways, of not less than 2000 square feet of floor space, and no dwelling shall be permitted on any lot at a building cost of less than \$50,000.00, exclusive of the price of the lot, based upon prices as of the date of these Restrictive Covenants.

13. No signs or advertising displays other than the advertising for sale of a home on said lot or lots in connection therewith or incidental thereto shall be placed on any lot.

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

15. No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot, and shall be contained only in sightly containers, hidden from view of any other lot.

16. No trees shall be removed from any lot or right-of-way except for those necessary for home and access construction without the prior written approval of the committee referred to in Paragraph #2.

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17. The declarant shall not be liable for damage caused by erosion, washing, or other action of the water of Lake Reeves.

IN WITNESS WHEREOF, the undersigned, Lucille B. Groves has caused these Restrictive Covenants to be executed this 23rd day of July A.D. 1980.

IN THE PRESENCE OF

[Signature]
[Signature]

Lucille B. Groves
LUCILLE B. GROVES

STATE OF SOUTH CAROLINA }
COUNTY OF OCONEE }

PROBATE

Personally appeared before me the undersigned witness made oath that (s)he saw the within named Lucille B. Groves sign, seal, and as her act and deed deliver the within instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 23rd day of July 1980.

[Signature]
Notary Public for South Carolina
My Commission Expires: 6/21/82

[Signature]

