

STATE OF SOUTH CAROLINA

) EASEMENTS AND PROTECTIVE
COVENANTS

COUNTY OF OCONEE

) WHITE HARBOUR SUBDIVISION

WHEREAS, Roger D. Haskett, is the owner of property situate in Oconee County, South Carolina and embraced in a plat entitled White Harbour Subdivision, and recorded in Deed Book 437, page 137, recorded December 23, 1985, records of Oconee County, South Carolina and comprising Lots Nos. 1 through 12, inclusive;

* NOW THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said lots, Roger D. Haskett, does hereby impose the following protective and/or restrictive covenants on:

ALL that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, Wagener Township, on Lake Keowee, containing SIXTEEN AND NINETY TWO ONE-HUNDREDTHS (16.92) acres, more or less, as shown and more fully described on a plat thereof entitled "SURVEY FOR WHITE HARBOUR, A LIMITED PARTNERSHIP", prepared by David R. Lavender, RLS of Lavender, Smith & Associates, dated 12-25-85.

A. No lot shall be used, except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling or one semi-detached single family dwelling not to exceed two and one half stories in height and appurtenant buildings. Appurtenant buildings may be erected upon any lot for the purposes of serving a single family dwelling such as one storage building per lot, one detached garage per lot.

B. All dwellings 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 minimum ground floor area of the main structure, exclusive of open porches and garage, of not less than 1200 square feet for a one-story dwelling nor less than 1,000 square feet for a dwelling of more than one story, and that no dwelling shall be permitted on any lot at a building cost of less than \$35,000.00, exclusive of the price of the lot, based on prices as of January 1, 1986.

C. No lot shall be resubdivided.

D. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side five feet of each lot. There is a 5' drainage and utilities easement reserved each side of all interior lot lines and a 10' drainage and utilities easement inside all exterior lot lines, except where otherwise noted.

E. 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.

F. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

G. No signs or advertising display other than the advertising for sale of the homes or said lots or signs in connection therewith or incidental thereto, shall be placed on any lot.

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

I. No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot.

J. 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.

Endorsement 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.