

STATE OF SOUTH CAROLINA ) EASEMENTS AND PROTECTIVE COVENANTS  
COUNTY OF OCONEE ) CLIFFWICK 284

WHEREAS, Barbour Wickliffe is the owner of property situate in Oconee County, South Carolina, and embraced in a plat, marked File K-151-5 dated July 8, 1969, recorded in Plat Book P-30, page 477; and,

WHEREAS, Barbour Wickliffe has subdivided said tract to be known as "Cliffwick Subdivision" which said plat is to be recorded in the office of the Clerk of Court for Oconee County, South Carolina,

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said lots, Barbour Wickliffe does hereby impose the following protective and/or restrictive covenants on all of said lots.

A. No lot shall be used, except for residential purposes, except that certain areas may be designated for use as Community Recreation Areas. 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. Each such building shall have certain walls or underpinning of masonry construction around its entire perimeter, including porches and steps, but allowing doors, windows and ventilators.

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 1600 square feet for a one-story dwelling nor less than 1000 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 \$30,000.00, exclusive of the price of the lot, based on prices as of January 1, 1971.

C. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 10 feet to an interior lot line.

D. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot or lots having a width of less than 90 feet at the minimum building setback line.

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

F. 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.

G. 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.

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

*For Reference See Order Judgment # 33772 & Grounds Plat. Dec 21, 1969*

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

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

K. All sewerage disposal, until when and if city, or similar, public sanitary sewerage lines shall be available, shall be by individual septic tanks inspected and approved by the State Board of Health of South Carolina. No septic tanks will be allowed after public sanitary sewerage lines are available.

L. 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, I have hereunto set my hand and seal this 3rd day of March, 1971.

In the presence of:

Wilma D. James

Barbour Wickliffe (SEAL)  
Barbour Wickliffe

Howard G. Pettit, Jr.

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

Personally appeared before me Wilma D. James and made oath that (s)he saw the within named Barbour Wickliffe sign, seal and as his act and deed, deliver the within written agreement, and that (s)he with Howard G. Pettit, Jr. witnessed the execution thereof.

Sworn to before me this 3rd day of March, 1971.

Howard G. Pettit, Jr. (L.S.)  
Notary Public of South Carolina

My commission expires Dec. 15, 1980.

RECORDED  
MAR 1 9 1971  
OCONEE COUNTY, S. C.

STATE OF SOUTH CAROLINA ) EASEMENTS AND PROTECTIVE COVENANTS  
COUNTY OF OCONEE ) CLIFFWICK

284

WHEREAS, Barbour Wickliffe is the owner of property situate in Oconee County, South Carolina, and embraced in a plat, marked File K-151-5 dated July 8, 1969, recorded in Plat Book P-30, page 177; and,

WHEREAS, Barbour Wickliffe has subdivided said tract to be known as "Cliffwick Subdivision" which said plat is to be recorded in the office of the Clerk of Court for Oconee County, South Carolina,

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said lots, Barbour Wickliffe does hereby impose the following protective and/or restrictive covenants on all of said lots.

A. No lot shall be used, except for residential purposes, except that certain areas may be designated for use as Community Recreation Areas. 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. Each such building shall have curtain walls or underpinning of masonry construction around its entire perimeter, including porches and steps, but allowing doors, windows and ventilators.

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 1600 square feet for a one-story dwelling nor less than 1000 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 \$30,000.00, exclusive of the price of the lot, based on prices as of January 1, 1971.

C. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 10 feet to an interior lot line.

D. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot or lots having a width of less than 90 feet at the minimum building setback line.

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

F. 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.

G. 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.

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

*See Reference See Order Judgment # 33772 & Granted 9/29/69 date 284*

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

K. All sewerage disposal, until when and if city, or similar, public sanitary sewerage lines shall be available, shall be by individual septic tanks inspected and approved by the State Board of Health of South Carolina. No septic tanks will be allowed after public sanitary sewerage lines are available.

L. 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.

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Barbour Wickliffe

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Notary Public of South Carolina

My commission expires Dec. 15, 1980.

RECORDED  
MAR 1 9 1971  
CLERK OF COURT  
OCONEE COUNTY, S. C.

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*See Reference See Order Judgment # 33772 & Gravel Plat. Dec 29 69*

*284*

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