

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

14-K 979
RESTRICTIVE COVENANTS

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O.R.B. Enterprises, a partnership, Dean Ricker, Joseph N. Bolen and A. D. Orander, Jr., partners, fee owner of the certain real property located in the County of Pickens, State of South Carolina, shown and designated as Lot Numbers One (1) through Eleven (11) inclusive, East Cove Subdivision, on plat of C. E. Shehan, Surveyor, dated June 11, 1984, and recorded in the office of the Clerk of Court for Pickens County in Plat Book 26 at Page 333, hereby makes the following declarations as to limitations, restrictions and uses to which the lots or tracts constituting such subdivision may be part, and hereby specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming order through, and for the benefit of and limitations on all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and use as specified herein:

1. No building or structure of any kind whatsoever other than one (1) single-family dwelling house shall be erected on the property, and any such dwelling house shall be used for residential purposes only. No detached outbuilding of any type shall be erected on the property. No residence shall be built on the property which is of concrete block construction.

2. No residence or dwelling house shall be erected on the property until the plans and specifications showing the proposed type of construction,

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exterior design and proposed site therefor have been submitted to and approved by the architectural committee as to location, outward appearance, and design and a written permit issued therefor.

The initial architectural committee shall be composed of Dean Ricker, Joseph N. Bolen and A. D. Orander, Jr. Substitute members of said committee may be designated by said initial committee and said committee is hereby empowered to delegate its authority to a third party or third parties.

3. No house trailer, modular home or mobile home shall be placed on any lot either temporarily or permanently.

4. No wall or fence of any type shall be erected on the property without the prior written approval of the architectural committee.

5. The ground floor of any residence constructed on the property, exclusive of porches and garages, shall be not less than one thousand (1,000) square feet.

6. No residence or dwelling house shall be erected less than seventy (70) feet from the lakefront line of any lot nor less than ten (10) feet from the side line of any lot.

7. No livestock or animals shall be kept, maintained, commercially bred or quartered on any lot except usual household pets in reasonable number for the pleasure of residents, provided they are not kept, bred or maintained for any commercial purpose.

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

9. All necessary well, water, septic tank, telephone and gas lines shall be buried underground consistent with normal safety precautions.

10. No commercial or business venture shall be conducted on any lot.

11. No lot shall be further subdivided or re-subdivided so as to create any additional building lot or lots.

12. No garbage or refuse shall be dumped or otherwise deposited upon any lot.

13. Any residence or dwelling house shall be completed within twelve (12) months after the initial construction has been commenced.

14. Any lakefront or shoreline improvements on Lake Keowee shall be subject to approval by the appropriate authorities; further, no dock shall be placed upon any lot which shall extend into Lake Keowee for a distance in excess of twenty (20) feet.

15. No living tree having a diameter greater than ten (10) inches, four (4) feet from the ground level may be cut on any lot except such trees as shall be growing within twenty (20) feet of the structure to be constructed thereon or within the confines of the driveway to and from said structure, without first obtaining the written consent of the architectural committee.

16. No inoperative vehicle shall be permitted on any lot for a period in excess of thirty (30) days.

17. All lots are subject to easements for roadway purposes reserved as shown on the aforesaid plat. Owners of lots shall be the owners of that section of the roadway lying within their respective lot boundaries subject to the easement created hereby. The right and privilege to frequent, use and enjoy the roadway as shown on the aforesaid plat shall be an easement attached to each and every one of the lots within East Cove Subdivision and shall pass as appurtenant thereto. The easement as described herein is to and shall run with the land and shall be for the benefit and use of owners of lots in East Cove, their heirs, assigns,

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family members, invitees, guests and tenants. Same shall be used with due regard to the rights of others and their use thereof and shall not be used in any way that will impair the rights of others and passage thereon shall not be obstructed. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot. The aforesaid roadway shall not be publicly dedicated and maintained.

18. Enforcement of these covenants shall be by proceedings at law or in equity by a person or persons aggrieved against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover monetary damages, or both. Invalidation of any one of these covenants by judgment of the Court shall in no wise affect any other provisions and any and all remaining provisions shall remain in full force and effect.

19. These covenants shall be binding upon all persons for a period of twenty-one (21) years and shall be automatically extended in effect for successive periods of ten (10) years unless the majority of the then lot owners agree in writing to abandon same.

20. These covenants may be amended at any time prior to their expiration upon the agreement in writing of the owners of seventy-five (75%) percent of the lots constituting this subdivision with each lot entitled to one (1) vote irrespective of joint ownership.

IN WITNESS WHEREOF, we have set our hands and seals hereunto this
12th day of June, 1984.

WITNESSED:

Mawin J. Short
Kathy C. Rice

O.R.B. ENTERPRISES, A PARTNERSHIP

By:

[Signature]
[Signature]
Joseph S. Belen

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PROBATE

Personally appeared before me Kathy C. Rice

and made oath that (s)he saw the within named Dean Ricker, Joseph N. Bolen and A. D. Orander, Jr., as partners, sign, seal and as their act and deed deliver the within written Restrictive Covenants, and that (s)he with Marvin J. Short witnessed the execution thereof.

Kathy C. Rice

Sworn to before me this the

12th day of June, 1984.

Marvin J. Short
Notary Public for South Carolina

My commission expires: 12-9-91

he within document was filed
or record on the 12th day of
June 1984 and recorder
in 14-K page 979
Oliver A. Healy
Clerk of Court and P.M.C.
Pickens County, S.C.

CLERK OF COURT
PICKENS S. C.

JUN 12 2 21 PM '84

OLIVER A. HEALY
FILED

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