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For Release of Restrictions - See Vol 449 Pg 122 (3rd Sec)
For Dedication & Release, See 15-D pages 79, 80, 81, 82, 83, & 84 3-10-63

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12-V Pg 139

STATE OF SOUTH CAROLINA) EASEMENTS, RESTRICTIONS
COUNTY OF OCONEE) AND PROTECTIVE COVENANTS

WHEREAS, FLOYD M. WHITE is the owner of certain lands lying and being situate in the State of South Carolina, County of Oconee, in the Wagener Township, Keowee School District, which lands are being subdivided into a residential subdivision to be known and designated as "LAKESIDE ESTATES", shown and more fully delineated on a Plat thereof recorded in Plat Book P-41, page 588, records of Oconee County, and upon such other plats as may from time to time be hereafter recorded under the name and style of this Subdivision; and

WHEREAS, it is intended that such lands be used exclusively for purposes of a residential subdivision and so protected for the use and benefit of all present and future owners of lots therein;

NOW THEREFORE:

FOR AND IN CONSIDERATION of the benefits flowing to present and future owners of lots in this Subdivision, the Underigned does hereby impose upon all lots therein the following protective and/or restrictive covenants and easements, all of which are to run with the land, to wit:

- 1) **LAND USE AND BUILDING TYPE:** All lots in this Subdivision shall be used for residential purposes, only. No building may be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not exceeding three stories in height, with a private garage for not more than three automobiles. No asbestos shingle or imitation masonry outer walls will be permitted.
- 2) **DWELLING COST, QUALITY AND SIZE:** No dwelling may be constructed on any lot at a cost of less than twenty (\$20) dollars per square foot, based on building costs as of September, 1977, it being the intent of this covenant that all dwellings in this development shall be of a quality of workmanship and materials substantially the same or better than that which can be produced at the date of recording hereof, at the minimum cost stated herein. The ground floor area of the main structure of any dwelling, exclusive of open porches and garages, shall be not less than one thousand (1,000) square feet for a one-story dwelling, and not less than eight hundred (800) square feet for a dwelling of more than one story.
- 3) **BUILDING LOCATION:** No part of any building may be located nearer to the front lot line than thirty (30) feet, nor nearer any interior lot line than ten (10) feet, and any detached garage or outbuilding must be located at least ten (10) feet from the rear of the main building and be of a quality of workmanship and materials in keeping with the main structure.
- 4) **SUBDIVISION OF LOTS:** No lot may be resubdivided or its boundaries changed except with the written consent of

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RECORDED
ROY D. HANSEN
SEP 15 1977
CLERK OF COUNTY
OCONEE COUNTY, S. C.

the undersigned, who reserves unto himself the right to replat and resubdivide lots to create a building site larger than originally platted.

5) **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities are reserved along all rear and side lot lines of five (5) feet in width on either side of the line.

6) **NUISANCES:** No noxious or offensive activity will be permitted on any lot, nor any condition or nuisance which would tend to detract from the appearance of the neighborhood, including but not limited to, the parking or storage of disabled vehicles thereon.

7) **TEMPORARY STRUCTURES:** No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding, may be used as a residence on any lot. All construction commenced on any lot must be completed within twelve (12) months after same is begun.

8) **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind may be kept, raised, bred, or stabled on any lot at any time except for household pets which are not bred for any commercial purpose.

9) **SEWAGE DISPOSAL:** All sewage disposal shall be by means of septic tank installed upon the premises and approved by the South Carolina Department of Health and Environmental Control. Should public sewage disposal become available to the Subdivision, all lots will be required to be connected thereto at the expense of the purchaser constructing a dwelling on such lot.

10) **WATER TAPS:** Each lot in this Subdivision shall be entitled to one (1) tap onto the main line which serves the same, the responsibility for the installation of such tap and of the laying and maintenance of a private line to serve one dwelling on such lot to be the responsibility of the purchaser thereof.

11) **COMMON ACCESS TO LAKE:** The purchaser of each lot shall be entitled to the non-exclusive use and enjoyment of the existing access road and boat docking facilities as they exist on other lands of the Undersigned, for access to Lake Keowee, and such access shall not be blocked or impeded in any way.

12) **TERM:** These covenants shall run with the land, and be binding on the Undersigned and all parties and persons claiming under him for a period of twenty-five years next following the date hereof, after which, same shall be automatically extended for successive periods of twenty-five years each unless an instrument in writing by a majority of the then-owners of lots in this Subdivision be recorded agreeing to change the same in whole or in part.

13) **ENFORCEMENT:** Enforcement hereof shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

BY JERRY STUBBS
DEAN F. BRENNE
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14) SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Undersigned has hereunto set his Hand and affixed his Seal, this 14th day of September, in the year of our Lord, one thousand nine hundred seventy-seven.

Signed, Sealed, and Delivered in the Presence of:

Sara F. Burns Floyd M. White (SEAL)
Sara F. Burns FLOYD H. WHITE

STATE OF SOUTH CAROLINA }
COUNTY OF OCONEE } PROBATE

PERSONALLY APPEARED BEFORE ME, Beth A. Grant, who being duly sworn says that she saw the within named FLOYD H. WHITE sign, seal, and as his act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that she, with Sara F. Burns, witnessed the execution thereof.

Beth A. Grant

Sworn to before me this
14th day of Sept., 1977

Sara F. Burns (LS)
Notary Public of South Carolina
My Commission expires 3/24/79

W. JERRY FIDDER
WILLIAM F. DEWICK
RICHARD L. BETTS
JAMES L. WILLIAMS
OFFICERS OF THE
SOUTH CAROLINA BAR