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FILED FOR RECORD
OCONEE COUNTY
S.C.

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STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
CLERK OF COURT)

May 19 4 26 PM '94

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the 16th day of May, 1994, by Moses D. Walker, Nancy W. Morawski, Trudy W. Holmes, Jerry E. Walker, Richard G. and Nancy Lee Walker, Josephine Walker Fisher, Irene Walker Brandon, Frankie Walker Reid, and Barbara Walker Hill, hereinafter referred to as the "Declarants";

WITNESSETH:

WHEREAS, the declarants are the owners of certain property in Oconee County, South Carolina, which is hereinafter called "Property" and is more particularly described as Lots 4 through 13 as shown on a plat of C.B.Walker Estate and recorded in Plat Book P-34 Page 2 combined with Lots 5A,6A,7A,8A,8B,9A,10A,11A,12A, and 13A as shown on a plat entitled "Addition to the C.B.Walker Estate Subdivision" recorded in Plat Book A39 Page 6;

NOW, THEREFORE, the Declarants hereby declare that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property and to prevent any future impairment thereof. These easements, restrictions, covenants, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

Declarants hereby impose on the Property the covenants and restrictions hereinafter set forth which shall be binding on all parties and all persons claiming under them until May 31, 2014, 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 or abrogate said covenants in whole or in part. In such vote, each lot shall be entitled to one vote and only one vote, irrespective of ownership. If the undersigned, its successors or assigns, any lot owner

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or anyone else, shall violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or recover damages or dues for such violation.

USES PERMITTED AND PROHIBITED

1. All lots shall be known and described as residential lots and shall be used only for private residential and recreational purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than for use as a single family residential dwelling, unless otherwise provided herein, and only one single family residential dwelling not exceeding two and one-half stories in height above ground shall be erected or permitted to remain on any lot. A private garage, outbuildings, fixed piers and floating boat dock facilities incidental to the residential use of the lot are expressly permitted upon the condition that they are not rented, leased nor otherwise used for remuneration, subject to the other covenants and restrictions contained herein.

2. No trailer, tent, shack, garage, barn or other outbuilding erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence. No travel trailer, camper, or similar unit designed for recreation or other short term uses, shall be used as a dwelling. No mobile home, modular home or shell home may be erected or permitted to remain on any lot.

3. No noxious or offensive trade or activity shall be carried on upon any lot or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No animals,

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livestock, or poultry of any kind shall be raised, bred or kept on any lot or in any residential dwelling or outbuilding except that dogs, cats, or other household pets may be kept or maintained provided they are not kept, bred or maintained for commercial purposes.

4. Each owner shall keep his lot in a clean and orderly condition and shall keep the improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. No lot shall be used in whole or in part for storage or trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on any lot outside of an enclosed structure.

5. Property owners shall keep tall shrubbery or hedges trimmed to reasonable limits in order to allow for air circulation, to prevent the view of surrounding property from being adversely affected and to eliminate traffic hazards caused by obstructed views.

6. No freestanding radio or television transmission or reception towers, antennas or discs shall be erected or maintained closer than 75 feet to the boundary line of Lake Keowee, or within the front or side yard setback of any lot.

7. All fuel oil tanks and containers shall be covered or buried underground consistent with normal safety precautions.

SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

1. No residence shall be nearer to any side lot line than ten (10) feet.

2. Any detached garage or other outbuilding erected shall be no nearer than five (5) feet to any side lot line.

3. No fence or wall facing the street shall be erected on a lot nearer the street right-of-way line than the front face of the dwelling located on such lot, except when wood split-rail of no higher than 30 inches in height.

4. No residence of less than 1500 square feet of living area, exclusive of unfinished basements, porches, garages and breezeways, shall be erected on any lot.

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GENERAL PROVISIONS

1. Residences, buildings and structures on any lot owned by the Declarants as of the date of recording of these covenants and restrictions shall not be deemed to be in violation of the covenants and restrictions contained herein, provided however, that if such residence, building, or structure is removed or destroyed, replacement shall conform to the applicable covenants and restrictions.

2. Failure by Declarants or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Invalidation of any one of these covenants or restrictions by judgment of court order shall in no wise affect other provisions which shall remain in full force and effect.

4. It shall be the responsibility of the owner or owners of each lot to maintain the portion of the private road directly in front of their lot, extending from the front property line the width of the lot to the center line of the road. The cost of this maintenance shall be the expense of the owner or owners of each lot.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 16th day of May, 1994.

IN THE PRESENCE OF:

Clayton B. Walker
Witness
D. David Hill
Witness
Tom W. Morawski, Jr.
Witness
D. David Hill
Witness
Tracy W. Holmes
Witness
D. David Hill
Witness

Moses D. Walker
Moses D. Walker

Nancy W. Morawski
Nancy W. Morawski

Tracy W. Holmes
Tracy W. Holmes

IN THE PRESENCE OF:

Peggy B. Walker
Witness

H. David Hill
Witness

Peggy B. Walker
Witness

H. David Hill
Witness

Peggy B. Walker
Witness

H. David Hill
Witness

Roger Hill
Witness

H. David Hill
Witness

H. David Hill
Witness

H. David Hill
Witness

Angela B. Green
Witness

H. David Hill
Witness

Roger Hill
Witness

H. David Hill
Witness

Jerry E. Walker
Jerry E. Walker

Richard G. Walker
Richard G. Walker

Nancy Lee Walker
Nancy Lee Walker

Josephine Walker Fisher
Josephine Walker Fisher

Irene Walker Brandon
Irene Walker Brandon

Frankie W. Reid
Frankie Walker Reid

Barbara Walker Hill
Barbara Walker Hill

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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named parties sign, seal and deliver the within written Restrictive Covenants, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this

16th day of May, 1994.

A. David Hill

Peggy B. Walker (L.S.)
Notary Public for South Carolina

My commission expires: 4-5-98