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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

12-P 323
EASEMENTS AND PROTECTIVE
COVENANTS

WHEREAS, Henry J. Hare and Willie R. Hare are the owners of property situate in Oconee County, South Carolina, and embraced in a plat entitled "A Subdivision Plat of Pete Lake Way Subdivision", by J.T. Crocker and R.D. Garrison, Surveyors, Anderson, South Carolina, dated April 22, 1974, and recorded in the office of the Clerk of Court of Oconee County, South Carolina, in plat book P-38 at page 47, hereinafter referred to as Pete Lake Way Subdivision; and

WHEREAS, all of the lots in said Pete Lake Way Subdivision, being Lots #26 through #41 inclusive, are intended for residential purposes only;

NOW THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said lots, Henry J. Hare and Willie R. Hare do hereby impose the following protective and/or restrictive covenants on all of said lots to run with the land:

A. 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 to exceed three stories in height with a private garage for not more than three (3) automobiles. The outer walls of all dwellings shall be of masonry, masonry veneer, redwood or cedar shakes or shingles, but no asbestos shingle or imitation masonry or outer walls will be permitted.

B. DWELLING COST, QUALITY AND SIZE: No dwelling of less than a value of twenty-five thousand (\$25,000) dollars, based on building costs as of January, 1974, shall be permitted on any other lot, it being the intent and purpose of this covenant that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure of any dwelling, exclusive of one story, open porches and garages, shall be not less than eleven hundred fifty (1,150) square feet one story dwelling, and not less than nine hundred (900) square feet as to the first floor of a dwelling of more than one story.

C. BUILDING LOCATION: No part of any building may be located on any lot nearer to the front lot line than forty (40) feet, nor nearer than twenty (20) feet to any side street line. No part of any building may be located nearer than ten (10) feet to any interior lot line (overhang included) except that a minimum side yard of three (3) feet will be permissible

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DEC 15 1976
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OCONEE COUNTY, S. C.

for a garage or other permitted accessory building (overhang included) located fifty-five (55) feet or more from the minimum building setback line. No dwelling may be located on any interior lot nearer than twenty (20) feet to the rear lot line.

D. SUBDIVISION OF LOTS: No lot shall be subdivided or its boundary lines changed except with the written consent of the undersigned. However, the undersigned specifically reserve unto themselves, their heirs and assigns, the right to replat any two or more lots shown on the Subdivision plat in order to create a building plot or building plots, each larger in size than any one of the lots so subdivided or replatted.

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

F. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood or generally detract from the appearance of the neighborhood, including but not limited to the parking of disabled or wrecked vehicles in the subdivision.

G. TEMPORARY STRUCTURES: No structure of a temporary nature, trailer mobile home, basement, tent, shack, garage, barn or other outbuilding may be used on any lot, either temporarily or permanently, as a dwelling, nor will it be permissible to stockpile any form of construction materials on any lot which would be unsightly to the community, except during the actual time of construction on such lot.

H. SIGNS: 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.

I. CONSTRUCTION: Any structure must be completed within one (1) year after the initial construction has commenced.

J. MINING: No oil or mining operations shall be conducted upon any lot.

K. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste may be kept only in containers approved for sanitary condition, and any incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

L. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind may be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they not be kept, bred, maintained for any commercial purpose.

M. SEWAGE DISPOSAL: 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.

N. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or other shrub planting which obstructs sight lines at elevations between two and six feet above the roadways may be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property

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corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such intersection, unless the foliage line is maintained at a sufficient height to prevent obstructions of such sight lines.

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 estop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

The 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, Henry J. Hare and Willie R. Hare have hereunto set their Hands and Seals this 3rd day of December, 1976.

Henry J. Hare (SEAL)

Willie R. Hare (SEAL)

In the presence of:

Andas M. Hurley
Michael J. Fair



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PROBATE

Personally appeared before me Shonda A. Shelby
and made oath that she saw the within named Henry J. Hare & Willie R. Hare sign, seal, and as their act and deed, deliver the Protective within written Easements & Covenants for the uses and purposes therein mentioned, and that she with Michael J. Smith witnessed the execution thereof.

Shonda A. Shelby

Sworn to before me this 3
day of Dec, 1976.
Michael J. Smith (L.S.)
Notary Public for South Carolina
My Commission Expires: 12/16/78

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DEC 15 1976
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OCONEE COUNTY, S. C.