

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

PROTECTIVE COVENANTS
EASEMENTS AND RESTRICTIONS FOR
PARKVIEW EAST, PHASE I

WHEREAS, PARKVIEW DEVELOPMENT CORPORATION, is the owner of a certain tract of land situate, lying and being in the State of South Carolina, County of Oconee, known and designated as PARKVIEW EAST, PHASE I, as shown and more fully described on a plat thereof by Clemson Engineering Services, R. Jay Cooper, P.E. & L.S. , dated the ___ day of _____ 19___, and filed of record in Plat Book _____, at page _____, records of Oconee County, SC, and

WHEREAS, the owner thereof desires to develop said property into a residential subdivision, and

WHEREAS, the said owner desires and does hereby covenant and agree that the land described herein shall be used for the purposes of a residential subdivision, and shall be subject to the following and enumerated protective covenants, restrictions, and easements for the mutual benefit and profit of the owner, its successors and assigns, which shall run with the land and shall be binding upon the undersigned owner, and be for the benefit of all present and future owners of lots in the said subdivision.

NOW, THEREFORE, for and in consideration of the foregoing, and the benefits flowing to the present and future owners of said lots, the following protective and/or restrictive covenants are imposed on all of said lots.

1. These lots shall be used solely and exclusively for residential purposes, and no mobile home, trailer, tent, shack, or like structure, may be placed on any lot for uses as a dwelling at any time.

2. No building shall be erected, altered, placed, or permitted on said lots without the consent of the Architectural Review Committee as hereinafter established.

3. Any building erected, altered, placed, or permitted to remain on any lot shall have curtain walls or underpinning of masonry construction around the entire perimeter, including porches and steps, but allowing doors, windows, and ventilators.

4. An Architectural Review Committee is hereby established for the regulation, design, appearance, use, and location of the structures to be constructed in this subdivision and have all other authorities reasonably being from and required by these covenants and restrictions so as to preserve and enhance the values and maintain a harmonious relationship amongst the structures of this subdivision. The Architectural Review Committee shall consist of two (2) persons

designated by the owner, its successors and assigns. Provided, however, that after a majority of the lots in this subdivision have been sold, that the then owners thereof may, between themselves elect the Architectural Review Committee, and that such committee shall consist of at least three (3) persons who are property owners in the subdivision. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Provided further, it shall be the duty of the then property owners to within ninety (90) days of such resignation or death to elect a replacement for the deceased or resigned member.

5. All dwellings shall be constructed with the use of high quality of 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, garages, and basements of not less than one thousand, six hundred (1600) square feet.

6. No building shall be located on any lot nearer to the front line than thirty (30') feet, than to any roadside of a lot nearer than thirty (30') feet, nor nearer to any side lot line than ten (10') feet, nor nearer to any other lot than ten (10') feet, provided, however, should these setback requirements create, in the opinion of the owner a hardship, then the Architectural Review Committee may grant a variance.

7. Easements for the installation and maintenance of utilities are reserved over the rear and side of lot line of ten (10') feet. All owners of lots in the subdivision hereby agree to accept surface water from culverts and roadways and waive any claim for damages from such.

8. Each lot owner, other than the owner/developer, shall pay to the owner/developer for maintenance management and upkeep of roadways the sum of One Hundred (\$100.00) Dollars per year on the 1st day of January of each year provided, however, the first payment shall be paid at the date of closing and shall be prorated for the remainder of the then calendar year.

9. 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, and no business activities of any kind or type shall be carried on upon the premises.

10. Any fencing used or erected on the premises shall be constructed in a manner so as to enhance the beauty of the development and in keeping with the materials and designs of all structures as approved by the Architectural Committee. All fencing must be constructed in a permanent and professional manner so as not to detract from the subdivision or any improvements thereon.

11. Each owner, after construction of a dwelling, or any improvements made to the premises, shall maintain the outward appearance of the dwelling or improvements, in such a fashion so as not to detract from the other premises.

12. Trash shall be kept in the rear of each unit except on collection day and shall be maintained in customary trash containers. No debris, junk, trash, garbage, derelict automobiles, vehicles or refuse may be kept on any lot at any time.

13. No animal shall be kept or permitted to be kept on the premises except for domestic dogs and cats or other household pets; provided, however, no animal shall be kept or bred for commercial purposes on the premises and in no event shall there be more than two (2) pets allowed to be kept on the premises. Any pet kept on the premises as allowed above shall be kept enclosed in a fence on the rear of the premises.

14. No school buses or trucks, other than pick-up trucks or vans, may be parked on the premises, or on any easement or street or parking area, or in any green space reserved.

15. No automotive or vehicle maintenance may be done on the premises or parking areas or easements or streets or green areas at any time.

16. Each owner shall maintain the yard of its premises so as not to detract from the neighborhood or any other lot within said development.

17. No heavy truck or trailer shall be parked on any lot or in the roadways, easements, or green areas in this subdivision at any time, except for the purposes of loading and unloading; no house trailer, disabled vehicle, or unsightly machinery or junk may be placed at any time on any lot either temporarily or permanently, and the Architectural Review Committee designated herein shall, at the owner's expense, remove any such house trailer, disabled vehicle, or unsightly machinery or junk from any lot and the owner of such lot shall be responsible for any fees and costs incurred therewith.

18. No signs or advertising displays other than for advertising for the sale of a home or the lot may be placed on any lot or lots in connection herewith or incidental thereto.

19. The declarant shall not be liable for damages caused by erosion, washing, or other action of the water of Lake Hartwell, nor as to the water level of Lake Hartwell, or action by the U.S. Army/Corp of Engineers.

20. 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, and in the event that any enforcement is required by the undersigned, its successors and assigns, or by the Architectural Review Committee as established herein, or any other person or entity having a right to enforce these covenants and restrictions, and that person or entity held to violate these covenants and restrictions shall be required to pay fees and costs expended in the enforcement of these covenants and restrictions to include, but not be limited to a reasonable attorney's fee.

21. The foregoing covenants and restrictions are to run with the land and shall be binding upon the undersigned and all persons claiming under them for a period of twenty-five (25) years from the date hereof, and thereafter for successive periods of ten (10) years each. Any amendment to these covenants and restrictions shall be authorized only by an instrument signed by a majority of the then owners of the lots agreeing to the amendment thereto either in whole or in part, and such amendment must be recorded in the Office of the Clerk of Court for Oconee County.

22. Enforcement of these presents shall be proceedings at law and equity against any person or persons or entity violating or attempting to violate any covenant either to restrain such violation or recover damages and invalidation of these covenants by judgement of a Court of competent jurisdiction shall in no wise affect any other provisions thereof which shall remain in full force and effect.

WITNESS its hand and seal this ____ day of _____, 19__.

WITNESSES:

PARKVIEW DEVELOPMENT CORPORATION

By: _____ (SEAL)

By: _____ (SEAL)