

owning said lots or plots or any of them hereafter; these Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through LAKE HARTWELL, INC. until the 18th day of June, 2000, at which time said Covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit:

1. LAND USE AND BUILDING TYPES. Except as provided

herein, no lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. However, not withstanding any of the above, the Architectural Control Committee may in its sole discretion, designate certain portions of the Subdivision property, lots, or portions thereof, for recreational purposes, and such designations and use of same for recreational purposes shall not be a violation of these Protective Covenants.

2. ARCHITECTURAL CONTROLS. No building or structure,

including the dwellings, detached garages, and outbuildings shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure has been approved in writing by the Architectural Control Committee as to the quality of workmanship, harmony of external design with existing structure, and as to location with respect to topography and finished grade elevation.

3. DWELLING SIZE. The ground floor area of the main

structure, exclusive of one-story, open porches and garages, shall be no less than 1400 square feet of heated floor space, nor less

than 900 square feet of heated floor space for a dwelling of more than one story.

4. BUILDING LOCATION. No building shall be located on any lot nearer than 20 feet to the road lot line. No building shall be located nearer than 10 feet to any side lot line. No building shall be located on a lot nearer than 5 feet to the lake lot line. However, when more than one lot shall be used as a site for only one residence, the setback lines shall apply to the exterior side lot line, lake line and the road line of such consolidated lot. For the purpose of this covenant, eaves, steps, carports, and open porches shall be considered a part of the building.

5. EASEMENTS. A 5 foot wide easement is reserved along all lot lines for drainage and utility installations and maintenance, and no dwelling or building or structure shall be located, erected, or constructed thereon, except that when more than one lot shall be used as a site for only one residence, the aforesaid 5 foot easement shall apply only with respect to the exterior side and road and street lines of such consolidated lot.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No business, trade, or commercial activity of any kind whatsoever shall be conducted in any building or on any portion of any lot. All lots shall be used exclusively for single-family residential purposes and no other.

7. SIGNS. No sign of any kind shall be displayed to

the public view on any lot except one professional sign of no more than one (1) square foot; however, one sign of not more than five (5) square feet advertising the property for sale or rent, or one sign of not more than five (5) square feet used by a builder to advertise the property during the construction and sale period, shall be permitted.

8. LIVESTOCK AND POULTRY. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

9. MINING AND DRILLING OPERATIONS. No quarrying or mining operations, no oil drilling, oil development operations, or oil refinery operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, miner excavations, or shafts be permitted on any lot. No derrich or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

10. GARBAGE AND REFUSE. No lot shall be used or maintained as a dumping ground for rubbish. Abandoned automobiles or automobile parts shall not be permitted on the premises at any time. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storing or disposal of such materials shall be kept in a clean and sanitary condition.

11. SEWAGE DISPOSAL. No surface closet or outdoor privy facilities shall be permitted on any lot. No individual

sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with requirements, standards, and recommendations of the South Carolina Department of Public Health or the Anderson County Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

12. FENCES, WALLS AND HEDGES. No fences, walls or hedges shall be erected, located or planted along any lot line, and no tank for the storage of fuel upon the surface of the ground shall be erected, located or placed upon any lot, unless written approval for the establishment of same has been given by the Architectural Control Committee.

13. FURTHER SUBDIVISION OF LOTS. Lots One (1) through Thirty-Three (33), inclusive, shall not be subdivided so as to create any additional building lot. Lots Thirty-Four (34) through Forty-Nine (49), inclusive, may be subdivided no more than once to create one additional building lot; however, any additional building lots so created must be of sufficient size and area so as to comply with State and County zoning and health rules and regulations. This provision is not intended to prevent the cutting off of a small portion or portions of any lot for the purposes of conveying same to an adjoining lot owner, but under no circumstances may an owner of any lot or part thereof, except LAKE HARTWELL, INC., without the prior written consent of the Architectural Control Committee, build, lease, or permit the use of any part of said lot, as a way or entrance to any other property, whether within or without the subdivision property covered by these Protective Cov-

enants and Restrictions. Other property as used herein shall also include, but not be limited to, property belonging to the United States Government, which is part of the Lake Hartwell Dam Reservoir projects.

14. TEMPORARY STRUCTURES. No structure of a temporary character, mobile home, tent, shack, camper, barn, or other outbuilding shall be permitted on any lot at any time. Notwithstanding any of the above, a tent, travel trailer or camper may be located upon any lot for up to fourteen (14) days during any one year period, but for not more than fourteen days.

15. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee is composed of Sidney L. Moore, B. E. Sims, James A. Neal, Robert M. Glenn, Warren A. Moore, and Robert L. Matthews. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded

written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

- b. PRODECURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. TERM. These covenants are to run with the land and shall be binding on all parties and all 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 10 years 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.

17. ENFORCEMENT. 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.

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

IN WITNESS WHEREOF, the said LAKE HARTWELL, INC., has set its hand, affixed its seal, and delivered these presents, the day and year first written.

LAKE HARTWELL, INC.

BY: Sidney L. Moore, Pres (SEAL)
Sidney L. Moore, President

ATTEST: B. E. Sims, Sec (SEAL)
B. E. Sims, Secretary

Signed, sealed and delivered
in the presence of:

Robert M. ...

Carol Smith
Notary Public, State at Large,
Georgia

JUL 3 4 30 PM '75

My commission expires: 12-7-77

STATE OF GEORGIA,)
COUNTY OF HART.)

PERSONALLY came before me, this 18th day of June, 1975, the above named LAKE HARTWELL, INC., by Sidney L. Moore, its President, attested by B. E. Sims, its Secretary, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Carol Smith
Carol Smith
Notary Public, State at Large, Georgia
My Commission Expires 12-7-77

398 Notary Seal

Recorded July 3, 1975 at 4:30 P.M.
C. J. Burdette, c.c.p.