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STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

EASEMENTS AND PROTECTIVE
COVENANTS INSTRUMENT

WHEREAS, the undersigned is the owner of a certain tract of land situate in Pendleton Township, County of Anderson, State of South Carolina, a portion of which has been subdivided into residential building lots more particularly shown and designated as "Valencia Bay" subdivision on a plat made by C. C. Andrews, Registered C. E. and L. S. dated June 19, 1965, of record in the office of the Clerk of Court for Anderson County in Plat Book 63, at page 33; and

WHEREAS, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14 and 15, as shown on said plat, are intended for residential purposes only, and in order to protect said tract of land as a residential development, the undersigned desires to impose certain restrictive covenants and reserve certain easements;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and the benefits flowing to the present and future owners of the lots included in said subdivision, the undersigned does hereby impose the following protective and/or restrictive covenants and reserves the following easements:

1. None of the lots above referred to shall be used except for residential purposes, and no dwelling shall be erected on any of said lots other than one single family dwelling with attached or detached garage or carport.

2. No dwelling shall be built or maintained on any of said lots which shall contain less than fourteen hundred (1400) square feet in its heated area, and each dwelling so constructed shall be of a brick veneer type construction.

3. No building shall be located nearer than sixty (60) feet to the front lot line (Hermitage Drive being the front of said lots) or nearer than eight (8) feet to a side lot line, except that three (3) foot side yards shall be required for a garage or other permanent accessory building located sixty (60) feet or more from the front lot line.

4. No noxious or offensive activities 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.

5. An easement is reserved unto the undersigned herein over five (5) feet along each side line of each lot and over the rear ten (10) feet of each lot for drainage, utility installations, utility rights of way and maintenance thereof.

6. No structure of a temporary character, trailer, house trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

7. No animal, livestock or poultry may be raised, bred or kept on any lot at any time, except that ordinary and usual domestic pets may be kept on said lot but not if bred, maintained or used for commercial purposes.

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8. All sewage disposal shall be by septic tank which will meet the approval of the South Carolina State Board of Health.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such materials shall not be kept except in sanitary containers or incinerators and such equipment for storage or disposal of such matter shall be kept in a clean sanitary condition.

10. Any structure must be completed within one (1) year after the initial construction has been commenced.

These conditions and restrictions shall be appurtenant to and 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 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.

In the event of the violation of any of the said conditions, covenants and restrictions, the undersigned or their heirs and assigns and/or the owner of any lot in said tract referred to above shall have the right of abatement and the right to enforce compliance by injunction or any appropriate legal action.

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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, I have hereunto set my hand and seal this 21 day of June, 1966.

Signed, sealed and delivered Winfield K. Sharpe (SEAL) in the presence of:

William Long

STATE OF SOUTH CAROLINA }
COUNTY OF ANDERSON }

PERSONALLY appeared before me Miriam Rogers who, being duly sworn, says that she saw the within named Winfield K. Sharpe sign, seal, and as his act and deed, deliver the within written instrument and that she with Mr. William Long witnessed the execution thereof.

SWORN to before me this 23rd day of June, 1966.

William Long (SEAL)
Notary Public for South Carolina

JUN 22 1966

Rec. June 27, 1966 at 2:27 PM
C. J. Burdette, corp
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