

BOOK 1083 PAGE 0289

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT

FILED OCONEE, SC
SALLIE C. SMITH
CLERK OF COURT

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

T & T PROPERTIES, INC.
RESTRICTIVE COVENANTS
FOR
CHAUGA RIVER RETREAT
PHASE I

KNOW ALL MEN BY THESE PRESENTS that the undersigned is the owner and developer of Chauga River Retreat as shown on a plat by Nu-South Surveying Inc., RLS # 10755, dated January 11, 1999 and revised April 18, 2000 of lots One (1) through Twenty three (23) of Chauga River Retreat, Phase I, and of record in the Office of the Clerk of Court for Oconee County, South Carolina in Slide A74, at Page 243 and,

WHEREAS, said lots and/or tracts as subdivided are intended for residential purposes only and the developer does hereby wish to set forth a plan of development and also impose on said lots and/or tracts the following restrictions, reservations, easements and covenants which are intended for the benefit of each owner of said lots and are to inure to the benefit of the lot owners and shall be binding upon said owners, their successors in interest, heirs and assigns, to-wit:

1. All dwellings shall be used for residential purposes. Separate out buildings shall comply with all other restrictions and Oconee County regulations. All lots shall be restricted exclusively to single family residential dwellings.
2. No buildings shall be located on any tract or lot nearer than 10 feet to an interior or back tract or lot line or 25 feet from the front property line. If more than one lot is purchased by the same individual, and the lots are contiguous, the outside lot lines shall govern. The term "Front lot line" shall refer to that portion that adjoins the Road or Access easement. Should terrain or other factors prove the above set back lines difficult to use, Developer may at it's sole discretion waive or amend the set back lines.
3. No lots with less than two (2) acres shall have more than one dwelling placed upon it at any time. Lots with more than two acres may have two (2) dwellings placed upon them with prior written consent of Developer. No lot shall be subdivided except by the Developer.
4. No mobile home or manufactured home shall be placed on any lot or tract, either temporarily or permanently.
5. Dwellings shall be at least eight hundred (800) square feet of heated living space, exclusive of garages, porches, or overhangs. Developer may at it's sole discretion waive or amend this requirement
6. No tent, trailer, camper or similar recreational shelter/vehicle shall be placed on the property for more than 21 consecutive days and shall be removed for at least 10 consecutive days. Campers may remain more than 21 days without being removed from the property if they are constructed of natural wood siding with residential roof shingles or architectural tin roofs.

BOOK 1083 PAGE 0290

7. No mining operations of any kind shall be conducted on any tract.
8. No business shall be maintained, licensed or allowed to exist on any tract or lot. No tract shall be used for a commercial purpose. No signs or advertising displays other than neat and attractive signs advertising lots or homes for sale may be placed on any tract or lot.
9. No noxious or offensive trade or activity shall be carried on upon any tract. No trash, rubbish, debris, junk materials, wrecked or inoperative vehicles, or similar unsightly items shall be allowed to remain on any tract or lot outside of an enclosed structure.
10. No lot or tract owner may destroy the natural environmental appeal of the land. Any clearing of the land must be done in such a manner that none of the property is left bare of plant growth and trees. Each lot owner must prevent erosion. No trees over eight (8) inches in diameter shall be cut without the written permission of Developer except for the purposes of clearing for a home site or driveway.
11. Any driveways accessing from the Private Access Road shall have twelve inch diameter culvert of concrete or plastic installed at the road ditch.
12. All material and waste created from lot clearing or grading of land shall be removed from the property or otherwise disposed of by burning or other acceptable means, so it is not noticeable on the property.
12. Horses, cattle and other livestock shall be for the sole recreational use of the landowner and shall not violate any other restriction herein.
13. A fifteen-foot easement is reserved along all side property lines and thirty feet along all front and rear lines for the purpose of installation and maintaining utilities. The term front line shall mean any boundary line which adjoins any road right-of-way and rear line shall mean any lot line that does not adjoin any road right-of-way.
14. No owner shall permit or suffer to exist any condition which would cause damage to any subdivision street.
15. The property within this subdivision is hereby declared to be a bird and wildlife sanctuary, and hunting is prohibited.
16. Chauga Retreat Drive is a private road, which will be maintained by the Chauga River Retreat Property Owners Association. The owner of each lot will be responsible for \$15 per month Home Owners Dues to pay for road maintenance as set forth in the *BY-LAWS OF CHAUGA RIVER RETREAT PROPERTY OWNER'S ASSOCIATION* as they may be changed or amended from time to time by The Chauga River Property Owner's Association.

BOOK 1083 PAGE 0291

17. The Chauga River Home Owners Association or T&T Properties, Inc. has leased the property shown as "City of Westminster" according to a certain LEASE AGREEMENT between T&T Properties, Inc., Lessee and The Commission of Public Works, Lessor. Said lease is attached and made a part of these Restrictive Covenants, and each and every lot owner acknowledges and accepts the terms and conditions outlined and set forth in the attached lease which is incorporated and made a part of these Restrictive Covenants.

18. T & T Properties, Inc., known as the Developer may, at its sole discretion, waive or alter any of the above covenants or restrictions. Such waiver shall in no way invalidate or waive any other covenant or restriction for the Purchaser receiving the waiver or any other Purchaser.

19. These covenants shall run with the land and shall be binding on all parties and all persons claiming them for a period of twenty-five (25) years from the date hereof, at which time said covenants shall automatically be extended for successive periods of ten (10) years unless by vote of two-thirds majority of the then owners of the lots in said subdivision, it is agreed to change said covenants or revoke some in whole or in part. In such vote, each lot shall be entitled to one vote and only one vote. Lots owned by more than one party shall have a right to only one vote per lot. If the parties hereto, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any person owning any real property situate in said development which is subject to these restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either prevent him or them from so doing, or to recover damages for such violation. No violation of any of these covenants by judge or court order shall in any way affect any other provision contained herein and shall remain in full force and effect.

EXECUTED THIS 24 DAY OF August, AD, 2000.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness

[Signature]
Witness

T & T Properties, Inc. by:

[Signature]
Theodore C. Morlok, its President

BOOK 1083 PAGE 0292

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the above named T & T Properties, Inc., by its duly authorized officer, Theodore C. Moriok, Sign, seal and as its Act and Deed, 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 24 day of April, AD, 2000.

[Signature] (L.S.)
Notary Public for South Carolina

My commission expires: 8/7/05

DEREK J. ENDERLIN
ATTORNEY AT LAW
WESTMINSTER, S.C.

BOOK 1083 PAGE 0293
"EXHIBIT A"

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) LEASE AGREEMENT

THIS AGREEMENT, made and entered into this first day of July 1999, by and between T & T Properties, whose mailing address is P. O. Box 4183, Anderson, South Carolina, hereinafter referred to as "LESSEE"; and the Commission of Public Works, a South Carolina public utility whose mailing address is P.O. Box 399, Westminster, South Carolina, hereinafter referred to as "LESSOR";

WITNESSETH:

For and in consideration of the sum of three hundred dollars (\$300.00) or twenty-five dollars (\$25.00) per lot per year, whichever is higher, paid to LESSOR by LESSEE and upon mutual covenants and agreements hereinafter stated, LESSOR does hereby let and lease to LESSEE for the term and under the terms and conditions hereinafter stated, property located outside the Town of Westminster and being more particularly described as follows:

All that certain piece, parcel or tract of land lying and being in the State and County aforesaid containing approximately twelve (12) acres, more or less, located north of U.S. Highway 76, approximately three miles outside the Town of Westminster, being bounded on the east side by Chauga River, and the North and East by Grantee, and on the South by the Commission of Public Works, and being a portion of the property deeded to the Commission of Public Works as described in Deed Book 5-H, Page 454, records of Oconee County, South Carolina

This lease is only given to grant access to the Chauga River via foot traffic, and is only meant to allow one pathway per lot no wider than four (4) feet wide and to give limited views to the owners of said lots, which will in no way harmfully effect the environment watershed of the Chauga River. The CPW, through its designated representative shall have authority to inspect the property at any time and if s/he feels the property is being harmed or substantially altered in such a way as to be detrimental to the public use or natural beauty of the property, s/he shall be allowed to take necessary steps to remedy the situation or make the landowners remedy the situation, and if said situation is not remedied, shall be allowed to revoke individual lot owners' access to the river.

For a more particular description of the property involved, see the plat attached and incorporated into a duplicate original of this contract on file with the Commission of Public Works.

DEREK J. ENDERLIN
ATTORNEY AT LAW
WESTMINSTER, S.C.

BOOK 1083 PAGE 0294

The parties agree and covenant as follows:

1. The term of this lease shall commence on the first day of July, 1999, and shall end the thirtieth day of June 2004. The lease will automatically renew for the next five years, (July 1, 2003 through June 30, 2009) at a minimum of three hundred sixty dollars (\$360.00) per year or thirty (\$30.00) per lot per year, whichever is greater.
2. The LESSEE shall use the above described property as a direct access to the Chauga River for home owners to conduct activities, such as hiking, fishing, canoeing, kayaking, and related outdoor activities, normally associated with the above described purposes, with the understanding that the leased area is public property, owned by the LESSOR, and as such access to the public cannot and will not be denied.
3. This lease may not be assigned or sublet by LESSEE, except for in full to the homeowner's association.
4. LESSEE shall save LESSOR harmless from any loss, injury or damage to the personal property of any and all parties arising out of the use of said premises by LESSEE or LESSEE's invitees.
5. Improvements to the property will be at the LESSEE's expense and will be removed by the LESSEE, if LESSOR desires. Improvements are to be maintained at LESSEE's expense. In order to protect the public and environment, the LESSOR will require the following: under brush and trees may be cut if they are four inches or less at breast height. Limbs up to eighteen feet high may be trimmed, but no more than one third of their original height or girth. No white dogwoods, red buds, azaleas, mountain laurels or rhododendrons may be cleared, or any trees over five (5) inches in diameter. No landscaping will be allowed, or grass or shrubbery's planted. A minimum of one tree every eighteen feet must be left. No land clearing equipment or herbicides may be used without prior permission. No open campfires, docks, ramps or stairs will be built or allowed on this property. When each lot/home site is completed, the LESSOR will be contacted for inspection of each lot or home site completed. If it is determined that erosion along the river is caused by actions associated with this lease, lessor shall have thirty days (30) to take action to correct the situation. Should lessor fail to control the problem, then lessee shall be allowed to void the agreement. Any clearing will be done with approval of the CPW's representative, and in accordance with Corps of Engineer specifications which are attached to the original duplicate of this contract, in the CPW office.
6. The LESSEE will hold Westminster Commission of the Public Works, its commissioners, employees and agents harmless from and against any and all claims and liability for bodily injuries, personal injuries, and death to persons, and from any property damages, including but not limited to theft, of any articles in and around the leased property.
7. Violation of any part of this agreement will void this lease, the LESSOR will not refund, reimburse or compensate for money spent or losses incurred by LESSEE.

DEREK J. ENDERLIN
ATTORNEY AT LAW
WESTMINSTER, S.C.

BOOK 1083 PAGE 0295

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in duplicate on the respective dates indicated below:

LESSOR:

Roland Buck Marcengill
By Roland Buck Marcengill, as Chairman
of the Commission of Public Works
DATE:

ATTEST BY:

Mary Waltman
CPW CLERK
DATE: 6-99

ATTEST BY:

Carla M. Nickles
Title:
Commission of Public Works DATE: June 29, 1999

LESSEE:

DATE: 6/15/99

Theodore C. Marlok
By: Theodore C. Marlok, President
T & T Properties

Approved as to Form and Legal
Sufficiency

[Signature]
Attorney