

**EASEMENTS AND PROTECTIVE COVENANTS
WHITE OAK CLIFFS, SENECA, S.C.**

Recorded in the office of the Clerk of Court for Oconee County, South Carolina

Plat No. 1, Lots 2 through 14 inclusive, Plat book P-34, page 110, 11/12/71

Amendment No. 1, Book 1271, page 222, 3/26/03

Plat No. 2, Lots 21 through 53 inclusive and
Lots 71 through 97 inclusive, Plat book P-34, page 35, 12/09/71

Amendment No.1, Book 1364, page 283, 8/18/04

Plat No. 3, Lots 15 through 19 inclusive, Plat book P-34, page 99, 3/13/72

Amendment No. 1, Book 1282, page 289, 6/05/03

Plat No. 4, Lots 20, 67, 68, 69, 70 and
Lots 123 through 129 inclusive, Plat book P-34, page 130, 11/03/72

Amendment No. 1, Book 1424, page 001, 6/08/05

Plat No. 5, Lots 98 through 122 inclusive, Plat book P-38, page 40, 4/04/74

Amendment No. 1, Book 12-H, page 3, 8/18/75

Amendment No. 2, Book 1414, page 240, 4/28/05

Plat No. 6, Lots 54 through 68 inclusive, Plat book P-42, page 104, 6/30/75

Amendment No. 1, Book 1423, page 348, 6/08/05

The following represent the wording of the Easements and Protective Covenants on all the lots within WHITE OAK CLIFFS, Seneca, SC.

1(A) No lot shall be used, except for residential purposes, except that certain areas may be designated for use as Community Recreation Areas. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling or one semi-detached single family dwelling not to exceed two and one-half stories in height. Each such building shall have curtain walls or underpinnings of masonry construction around its entire perimeter, including porches and steps, but allowing doors, windows and ventilators

2(B) All dwellings shall be constructed with the use of high quality materials and workmanship to insure that no dwelling will present an unsightly appearance and all dwellings shall have minimum ground floor areas of the main structure, exclusive of open porches and garage, of not less than 1600 square feet for a one story dwelling nor less than 1000 square feet for a dwelling of more than one story, and that no dwelling shall be permitted on any lot at a building cost of less than \$ 25,000.00, exclusive of the price of the lot, based on prices as of January 1, 1968.

3(C) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 10 feet to an interior lot line.

4(D) No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on, any lot or lots having a width of less than 90 feet at the minimum building setback line.

5(E) Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side five feet of each lot. A 10 foot easement for the purpose of installing a sewer system is reserved on each lot as shown on plat.

6(F) 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.

7(G) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8(H) No sign 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.

9(I) No oil or mining operations shall be conducted upon any lot

10(J) No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot.

11(K) 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. No septic tanks will be allowed after public sanitary sewerage lines are available.

12(L) 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.

Amendment No. 1

13(M) Each lot shall be used exclusively for non-transient residential purposes. No lot and no improvements may be used for hotel, temporary, or other transient residential purposes. This provision is not intended to exclude the use of any dwelling as a "second" home, but it is directed at the rental, or leasing of dwellings for periods of less than ninety (90) days continuously. Each lease or rental agreement relating to any lot, dwelling or portion of either, must be for a term of at least ninety (90) days continuously, must be in writing, must be filed with the President of the White Oak Cliffs Association and must provide that the tenant is obligated to observe and perform all of the terms and provisions of these Easements and Protective Covenants.

14(N) Each lot owner shall be a member of the White Oak Cliffs Association and shall be bound to its Rules and Regulations as may be enacted from time to time.

15(O) In addition to the enforcement provisions already set out in the original Easements and Protective Covenants, the White Oak Cliffs Association shall have standing at law or equity, at its sole discretion, to enforce the provisions of these Easements and Protective Covenants in the same manner as any one lot owner. This provision is cumulative and not intended to diminish the protections afforded individual lot owners under the original Easements and Protective Covenants.

16(P) These covenants are to run with the land and shall be binding on all parties and persons claiming under them. Any provisions of this instrument may be changed at any future time by an instrument signed by a majority of the then owners of the lots which has been recorded in Oconee County.