

341

STATE OF SOUTH CAROLINA, } RESIDENTIAL AREA COVENANTS
 COUNTY OF OCONEE, } DALTON SUBDIVISION
 SECTION 2

WHEREAS Mrs. Leila A. Dalton is the owner and developer of a certain tract of land situate in Oconee County, S. C., which she now desire to subdivide and develop as a residential subdivision to be known and designated as the Dalton Subdivision Section 2. Lots 1 through 12 and shown on plat by J. S. Heiss Registered C. E. dated August 27, 1966, and recorded in the office of the Clerk of Court for Oconee County, South Carolina, in Plat Book W, page 197; and

WHEREAS, this section of lands as subdivided into lots is intended for residential purposes;

NOW, THEREFORE, in consideration of the foregoing, and the benefits accruing to the present and future owners of the lots of land included in said area on said plat, I do hereby impose the following protective and/or restrictive covenants which shall be applicable to all of the lands as shown on the above mentioned plat.

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes.

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost less than twelve thousand and no/100 (\$12,000.00) dollars, based upon cost levels prevailing at the time these covenants are recorded, it being the intent and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. No more than one dwelling per lot. No dwelling to be constructed under thirteen hundred (1300) square feet in the enclosed wall of said structure.

BUILDING LOCATION. No part of any building shall be located on any lot nearer than thirty five (35) feet to the front lot line on Lots Numbers One (1) through twelve (12), and no part of any building shall be located nearer than twenty (20) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. Garages may be built on said lots with same restriction of distance stated above for dwelling. No garages to be used for commercial purposes.

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.

L. A. P.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used or left on any lot at any time as a residence either temporarily or permanently, nor will it be permissible to stock pile any form of construction materials or the parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house.

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

DRIVEWAYS. All driveways to residence shall be paved with asphalt or concrete at the nearest time after house is completed. If asphalt is used, it may be placed at the time weather permits.

SEWAGE. Septic tank shall meet South Carolina State Board of Health size and type.

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

LIVESTOCK AND POULTRY. No animals, 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 purpose.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish.

341

341

Trash, garbage or other waste shall not be kept except in containers approved for sanitary condition.

All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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 twenty 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.

L A D

Page 3

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 damage.

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

WITNESS the hand and seal of the party hereto, this 17th day of September, A.D., 1966.

IN THE PRESENCE OF:

William H. Ballinger
William J. Dalton

Lella A. Dalton

STATE OF SOUTH CAROLINA,
COUNTY OF OCONEE,

PERSONALLY appeared before me William J. Dalton and made oath that he saw the within named Mrs. Lella A. Dalton sign, seal and as her Act and Deed, deliver the within written Residential Area Covenants; and that he with William H. Ballinger witnessed the execution thereof.

SWORN to before me, this 17th day of September, A.D., 1966.

William H. Ballinger (SEAL)
Notary Public for South Carolina

William J. Dalton
RECORDED 24 DAY OF Sept. 1966
ROY D. HARDEN, C. C. P. O. O.
OCONEE COUNTY, S. C.

341