

which shall be applicable to the entire tract as shown on the aforesaid plat and known as Waterford Place Subdivision.

1. EASEMENTS

The ~~owners of homes and lots in the Waterford Place Subdivision~~ ~~Developer~~ reserves unto itself, its successors and assigns, the following easements over each lot or parcel in the right to ingress and egress to the extent reasonably necessary to exercise such successors and/or assigns:

(a) Utilities: A twenty (20) foot easement on all front tract lines for the installation of water lines, power lines and any other utility which may be placed on the property. A twenty (20) foot easement on all side tract lines (10) feet from each side of the line, which such reserved easements shall be for the express purpose of drainage and the further purpose for the installation, maintenance and operation of utilities, including television transmission cables, and the accessory right to locate guy wires, braces, and anchors, or to cut, trim, or remove trees, and plantings, wherever necessary upon such lots or parcels in connection with such installation, maintenance and operation.

(b) Any other easements as shown on the above mentioned plat including but not limited to the road right of way.

(c) Use and Maintenance by Owners. The areas of any lots or parcels affected by these easements reserved herein shall be maintained continuously by the owner of such lots, that no structures, plantings, or other materials should be placed or be permitted to remain or any other activities undertaken thereon which may cause or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except for which a public authority or utility company is responsible.

(d) Liability for Use of Easements. No owner shall have any claim of action against ~~any other owner of a lot within Waterford Place Subdivision~~ ~~Developer~~ or ~~its licensees~~ arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any plat except in case of willful or wanton conduct or negligence of ~~an owner of a lot within Waterford Place Subdivision~~ ~~the Developer~~ or ~~its licensees~~ in exercising or not exercising ~~their~~ ~~its~~ right in such easements. ~~The owners of lots in Waterford Place Subdivision~~ ~~Developer~~ reserves unto ~~themselves~~ ~~itself~~ the right to convey the easements hereinabove set forth to Bell South Telephone Company, Duke Power Company, Sandy Springs Water Company, and any other public utility company for the installation of power lines, for the installation of telephone lines, and unto any cablevision company for the installation of lines used for reception of cable television. ~~The owners of lots in Waterford Place Subdivision~~ ~~Developer~~ further reserves the right to convey any all drainage easements and road right-of-ways to Anderson County. ~~The owners of lots in Waterford Place Subdivision~~ ~~Developer~~ also reserves unto itself ~~and for all other lot owners~~ the right to use any and all road, drainage, and utility easements for the installation of water lines.

2. LAND USE AND BUILDING TYPE

- No lot shall be used except for residential purposes and only one single family residence shall be erected, altered, placed or permitted on any lot. Outbuildings may be permitted by submitting plans and specifications to the Architectural Committee for approval. All accessory buildings shall contain at least two hundred (200) square feet of area. No mobile homes, house trailers or any temporary structures shall be placed on any lot, either temporarily or permanently. No tagged vehicles shall be parked permanently on any non paved area of any lot. [Following is hopefully a statement that reflects the desires of the majority of lot owners living on Ladys Lane in regards to boats, utility trailers, untagged vehicles, etc. positioned on a lot owner's lot and not within a suitable cover that has been approved by the Architectural committee. If the statement reflects the consensus of the HOA group, it is suggested that this statement be provided to our attorney who will put our desires in the proper legal language for our new covenants. "Reflecting the fact living on Lady's Lane is a lake living experience, the lot owners desire the following to reflect their desires regarding positioning on an owner's lot and not within a suitable cover the following: 1) RV's to be allowed to be parked on a lot owner's paved driveway for temporary time periods, 2) trailers used in conjunction with lake activities with or without boats, jet skiis, etc. to be allowed to be parked temporarily on a lot owner's driveway only during the normal summer months beginning in April and running thru October, 3) untagged vehicles such 'Gators' to be allowed to be parked temporarily on a lot owner's driveway but only during the daylight hours, and 4) one utility trailer such as the type made from open mesh steel grating used to haul miscellaneous items such as mulch, pine straw, etc. with this one trailer to be positioned anywhere on a lot owner's property such

that it is not visible from the road, Lady's Lane, nor visible by neighbors on either side of the lot when the neighbors are within their house or on their deck."

No lot shall be used for repair work on automobiles or other vehicles whether performed by the owner or not. Routine maintenance such as changing the oil in one's car or cleaning one's boat is permitted but major repair work such as rebuilding an automobile engine is not permitted. All boats and equipment used in connection therewith, such as trailers, and all vehicles other than automobiles shall be kept under a suitable cover, such as an attached or unattached garage. Said cover to be approved by the Architectural Committee.

3. QUALITY AND SIZE

Each dwelling shall have a minimum of 2000 square feet of total area of which a minimum of 1800 square feet shall be heated living area; with one-half (½) of the total square footage of an attached garage, covered porch or breezeway being allowed towards the total 2000 square feet required minimum; and each dwelling shall have accommodations for at least two (2) cars; said garage area, attached or unattached, shall have at least 400 square feet of area; provided, however, if the dwelling to be erected on said lot of land has at least 2000 square feet of heated living area, then the garage may be omitted. If the garage is omitted under this provision, but is later erected, the plans shall be approved by the Architectural Committee. No building shall exceed three (3) stories in height.

4. BUILDING LOCATION

No part of any building shall be located on any lot nearer than fifty (50) feet to the front line, and ~~on~~no part of any building shall be located nearer than ten (10) feet to any side lot line. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line, provided said lot does not abut or adjoin the Corps of Engineers

property line. A detached storage or outbuilding may be constructed within (20) feet of the rear or side lot lines, overhangs included, provided it is first authorized by the Architectural Committee. Provided, however, anyone who purchases two (2) contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said dwelling on the common lot line between the two (2) said contiguous lots; however, this shall in no way waive the requirements contained herein concerning rear and side lot lines with respect to said two (2) contiguous lots. "Front Lot Lines", as referred to herein, is that part of the lot which faces a paved road, located in Waterford Place. It is specifically understood and agreed, however, that a Purchaser of an irregularly shaped lot who wishes to have the above requirements waived because of the shape of such lot may submit to the Architectural Committee a plot plan showing an alternative location for a residual structure. Approval of any deviation from the above requirements is vested in the sole discretion of the Architectural Committee. The consent to one such deviation shall not operate to demonstrate a consent to any subsequent request for deviation.

5. SUBDIVISION OF LOTS

No lot shall be subdivided or its boundary lines changed, except with the written consent of the Architectural Committee; however, the owners hereby expressly reserve to themselves, their heirs and assigns, the right to replat any one or more lots shown on the plat of said subdivision.

6. NUISANCES (previous addition of a new 1st sentence has been removed).

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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.

7. TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, garage, 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 stockpile 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. Use of a temporary item such as a camping tent is permitted on an infrequent basis (we will have our lawyer draft this language to more accurate with our intent to not preclude such activities such as camping in one's back yard with one's children).

8. CONSTRUCTION

Any structure must be completed within one (1) year after the initial construction has commenced. No concrete blocks, cinder blocks or any similar type building materials shall be used in connection with the construction of any building erected upon said lots so that said materials are visible from the exterior of said building.

9. SIGNS (any mention of election signs has been removed).

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

10. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised or bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any

commercial purposes.

11. SEWAGE DISPOSAL

No individual sewer disposal system shall be permitted on any lot unless such is designed, located and constructed in accordance with the requirements, standards and recommendations of the Anderson County Health Department or such other governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such system, as installed, shall be obtained from such authority. In no event shall such system be located as to contaminate any stream or lake.

12. GARRAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, unless specified by the Architectural Committee as a landfill area to be systematically filled and covered properly for landfill purposes. Trash, garbage or other waste shall not be kept except in containers approved for sanitary conditions. All garbage cans and containers shall be screened in a manner in which they are not visible from the paved road. All ~~incinerators~~ composters or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or other shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. ARCHITECTURAL COMMITTEE

The Architectural Committee shall be composed of one person from the immediate family of the individual or entity that owns each lot in Waterford Place Subdivision with the additional requirement that the owner of the lot must be current in the payment of the yearly fees for the maintenance of the front entrance to Waterford Place Subdivision collected by the Waterford Place Homeowner's Association (unincorporated) in order for the individual to have a vote on decisions of the Architectural Committee. ~~Jerry A. Meehan, and W. Richard McClellion, or their successors as may be appointed by the member.~~ Approval of a minimum of 21 lot owners is required to approve any item brought before the Architectural Committee. -The Architectural Committee shall draft their rules and shall have sole discretion over the provisions hereof.

15. FUEL TANKS

All fuel tanks or containers shall be covered or buried underground consistent with normal safety precautions.

16. TELEVISION ANTENNAS

~~No tower or satellite dish for purposes of transmitting or receiving of radio or television frequencies.~~ Small satellite dish receivers less than 8 sq feet in surface area plus television antennas mounted to a residence or attached to a pole remote from a residence, but no closer than 10 feet to a side lot line or less than 50 feet from the road, Lady's Lane, are permitted without having to be approved by the Architectural

~~Committee, but all other devices for sending or receiving signals must be approved by the Arch Committee, shall be erected, constructed or maintained on any lot unless the location, height and construction of same shall be approved by the Architectural Committee.~~

17. TERM

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five ~~(25) 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) ~~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.

18. 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. 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 person entitled to do so to enforce any measure or provision upon violation thereof shall not estop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

19. 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.

20. MAINTENANCE OF ROADS

Alex Burdett C.C.C.P.
ANDERSON COUNTY, S.C