

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PROTECTIVE COVENANTS

This Declaration of Protective Covenants made and published this the 29 day of November, 2007, by the Great Oaks Estates Homeowners Association.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 2017, at which time said covenants shall automatically be extended for successive periods of ten (10) years unless by vote of majority of the then owners of the lots or tracts which are subject to these covenants it is agreed to change or terminate said covenants in whole or in part. In such vote each owner shall be entitled to one vote and one vote only, irrespective of number of properties owned.

2. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain from violating or to recover damages.

3. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. These covenants are applicable to such lots or tracts as may be subjected hereto by reference hereto in deeds current and future.

5. Each lot shall be used solely and exclusively for residential purposes and shall not be used in whole or in part for any other use whatsoever. No building or shelter shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, provided that upon or after the construction of such dwelling one (1) additional

detached building may be allowed for a garage and one (1) additional building to be used for storage or other purposes consistent with these protective covenants.

6. No building, fence or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure has been approved in writing by the Great Oaks Estates Homeowners Association Architectural Committee.

7. It is the intention and purpose of the covenants to assure that all building upon said lots shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, for the minimum permitted dwelling size. The heated area of such dwelling shall not be less than Eighteen Hundred (1,800) square feet in area. Each dwelling shall have installed and ready for use before occupancy, a sewage disposal system connected with a septic tank approved by the Anderson County Health Department.

8. Construction of dwelling must be completed within two (2) years from the date that building materials are brought onto the property. The said Great Oaks Estates Homeowners Association Architectural Committee shall have the right and authority to review such construction after two (2) years.

9. A five (5) foot wide easement is reserved adjacent to and within all lot lines for drainage and utility installations and maintenance, and no dwelling or building or structure shall be located, erected, or constructed thereon; except that when more than one lot shall be used as a site for only one residence, situated partially on each lot. The

aforesaid easement shall apply only with respect to the exterior lines of such consolidated lot.

10. All lots shall be used solely and exclusively for single-family residential purposes; however, home offices only are allowed but no signs and no storage.

11. No vehicle may be parked longer than 30 days on any lot other than passenger cars, vans, jeeps, pick-up trucks, and recreation vehicles owned by the resident which are licensed and insured. Parking exceptions must be approved by the Great Oaks Estates Homeowners Association Board. The keeping of any such vehicles must be consistent with the single-family residential usage of the lot and in compliance with all of the provisions of these covenants.

12. No audio sound reproducing equipment may be operated at any volume that is audible beyond the lot on which it is operated.

13. No signs of any kind shall be displayed to the public view on any lot except one neat, professionally made "For Sale" sign of no more than four (4) square feet.

14. No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot with the exception of dogs, cats, or other common household pets provided that they are not kept, bred or maintained for any commercial purposes.

15. No quarrying or mining operations, no oil drilling, oil development operations, or oil refinery operations of any kind shall be permitted upon or in any lot, nor shall oil wells, exposed tanks, tunnels, mining excavations, or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

16. No lot shall be used or maintained as a dumping ground for rubbish. All lots shall be maintained in a neat and attractive manner. All property owners shall be responsible for keeping their property mowed. Unlicensed and uninsured automobiles or automobile parts shall not be permitted on the premises at any time. Trash, garbage, or other waste shall not be kept except in sanitary containers. Outside burning permitted per State and County regulations.

17. No tank for the storage of fuel shall be erected, located or placed above the ground level on any lot unless located so as not to be visible beyond the boundaries of such lot.

18. All driveways in the lots shall be at least maintained and covered with gravel.

19. No lot shall be used for road or vehicle access to property of the United States Government Hartwell Reservoir, except for any necessary access by the lot owner to personal property belonging to him situated on government property.

20. In the event an owner of two contiguous lots erects a single dwelling thereon, utilizing a portion of each lot for the location of said dwelling, the two contiguous lots shall be considered one lot for the purpose of these covenants and shall be subject to the restrictions and limitations herein imposed upon single lots. No lot shall be subdivided to reduce the size of the lot, nor shall any portion less than the whole of any lot be sold or conveyed, except that a lot, prior to the construction of a residence thereon, may be subdivided into parts or portions which shall be owned by the respective adjacent owners of the said lot which is subdivided, so that the lot which is so divided shall be and become a part of the adjacent lots. In the event that there is a re-subdivision of the said

lots so as to increase the size of other lots, the lots of increased size shall be considered each as one lot for the purposes of these covenants and shall be subject to the restrictions, conditions and limitations herein imposed on single lots.

21. No structure of a temporary character, trailer, house trailer, mobile home, camper, basement, tents, shack, garage, barn, or other out buildings 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 construction equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house.

22. This property is hereby declared to be a bird and game sanctuary and any hunting of birds and game is prohibited.

23. Discharge of firearms is prohibited, except for the protection of a homeowner, his family and his property.

Signed, Sealed and Delivered
in the Presence of:

Curtis H. Elliott
Witness

Ben Duff
Witness

Sign James W. Neutzling

Print JAMES W. NEUTZLING

Audrey J. Neutzling

AUDREY J. NEUTZLING

Larry E. Suttles

Larry E. SUTTLES

Thomas J. Tomtshak

Thomas J. Tomtshak

Janice A. Tomtshak

Janice A. Tomtshak

Zelma F. Hahnenberg

Zelma F. Hahnenberg

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and as Grantor's act and deed deliver the within deed, and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

Sworn to before me this 6th
day of December, 2007

Curtis H. Elliott
Witness

Ben Duff

(SEAL)

Notary Public for South Carolina,
My Commission Expires 1/26/16

Signed, Sealed and Delivered
in the Presence of:

Thomas J. Tomtshel
Witness
Ben Criff
Witness

Thomas A. Mann
Thomas A. Mann

James Owens
James Owens

Daisy B. Owens

Daisy B. Owens

Kemala S. Newsom

Kemala S. Newsom

Walter Halbig

WALTER HALBIG

Sharlyne Halbig

SHARLYNNE HALBIG

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PROBATE

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Sworn to before me this 8th
day of December, 2007

Ben Criff
Notary Public for South Carolina
My Commission Expires 1/26/16 (SEAL)

Thomas J. Tomtshel
Witness

Signed, Sealed and Delivered
in the Presence of:

Thomas J. Fontenot
Witness 1

Ben [Signature]
Witness 2, Clerk of Notary

Melody S Franks
*Print Name Here

Melody S. Franks

Melody S Franks

Melody S. Franks

CHR DAVIS

CHRIS DAVIS

Tony Davis

Tony Davis

Harold Kephart

Darlene Kephart

Darlene Kephart

X

X

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and as Grantor's act and deed deliver the within deed, and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

Sworn to before me this 18th
day of December, 2007

Thomas J. Fontenot
Witness 1

Ben [Signature] (SEAL)
Notary Public for South Carolina witness 2
My Commission Expires 1/26/16

**Signed, Sealed and Delivered
in the Presence of:**

Ben C Buff
Witness

[Signature]
Witness

John E. Stewart

JOHN E. STEWART

Jeresa W. Stewart

Teresa W. Stewart

Virginia Stewart

VIRGINIA STEWART

[Signature]

SAMUEL L MOORE

Rhonda Moore

Rhonda Moore

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and as Grantor's act and deed deliver the within deed, and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

Sworn to before me this 18th
day of December, 2007

[Signature]
Witness

Ben C Buff (SEAL)
Notary Public for South Carolina
My Commission Expires 1/26/16

Signed, Sealed and Delivered
in the Presence of:

Thomas J Tomtschok
Witness

[Signature]
Witness

[Signature]

CURTIS H. ELLISON, JR.

Rebecca H. Ellison

Rebecca G. Ellison

Angula Franklin

Angula Franklin

CURTIS FRANKLIN, JR.

[Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and as Grantor's act and deed deliver the within deed, and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

Sworn to before me this 19th
day of December, 2007

Thomas J Tomtschok
Witness

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires 1/26/16

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Co Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon