

**PROTECTIVE COVENANTS
APPLICABLE TO A PORTION OF HIAWASSEE**

The undersigned, being the owner of all lots, parcels and tracts of land more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Subdivision"), does hereby impose on the Property the following covenants and restrictions which shall run with the land and be binding on all parties and all persons claiming under them until January 1, 2021, at which time these covenants and restrictions shall automatically be extended for successive periods of ten (10) years; provided, however, the owners of the Property may amend or abrogate these covenants and restrictions in whole or in part at any time after January 1, 2021 upon two-thirds of the then owners voting in favor of an amendment to or an abrogation of these covenants and restrictions and any time prior to January 1, 2021 upon all of the then owners voting in favor of an amendment to or an abrogation of these covenants and restrictions:

1. The Property shall be used solely and exclusively for single family, residential purposes and shall not be used in whole or in part for any other purpose; provided, to the extent allowed by applicable zoning laws, private offices may be maintained in dwellings erected on the Property so long as such use is incidental to the primary residential use of the dwellings.
2. No residential structure or structure shall be erected or placed on the Property land with a ground floor area (if a single-story building) of less than 1,450 square feet, or, if more than one story, a total area of less than 2,000 square feet. In computing area, open and screened porches garages and basements shall be excluded.
3. No manufactured housing, mobile homes, mobile homes subdivisions or house trailers shall be developed, installed or erected on any portion of the Property either temporarily or permanently.
4. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed 2-1/2, stories in height and a private garage for not more than 2 cars and servants quarters, for the sole use of the employees of the owner of said dwelling.
5. Although the front or lakeside property lines, do not reach the high water contour line of the reservoir; the property lying within the confines of imaginary extensions of the aids lot lines to the high water mark and the part of the reservoir lying within extensions of the said imaginary wide line extensions (as shown on the plat) shall be considered a part of, or extension of, the respective lots to which adjacent insofar as all other owners of lots in this subdivision and their invitees, heirs, successors and assigns are concerned and they shall respect title ownership of said adjacent land and reservoir as though actually a part of the lot to which adjacent and as though actually owned by the owner of the said lot.
6. No building shall be erected, placed, or altered on any building plot in the subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect topography and finished ground elevation by a committee of not less than three nor more than five appointed from time to time by the undersigned or, by a representative designated by a majority of the members of said committee. In the event of death or resignation or any member

of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design or to designate a representative with like authority. In the event said committee or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

7. No livestock, cattle, swine, sheep, goats, chickens, ducks geese or other such fowls or other such animals shall be permitted to be kept, on any residential plot; provided, however, that not exceeding two horses and a stable therefor may be maintained on a lot, provided said stable is located at least 100 feet from any residential building.
8. No building shall be located nearer to any side lot line than the distance represented by 10% of the width of such lot, at the front of the residence and in no event shall be less than 5 feet.
9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
10. 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 a nuisance to the neighborhood:
11. All fuel oil tanks or other type tank used for the storage of oil or gas for heating must be located underground. Gas tanks used for cooking purposes may be located above ground subject to the approval of the committee outlined in paragraph 6 above.
12. The undersigned reserves the right to lay waterlines or install electric or telephone lines or other utilities, and to maintain all of same, across or through any lot but such installation shall be along the side or rear lines where practicable.
13. The undersigned do not warrant any access to Lake Hartwell except for lakefront lots in which dock permits have been approved by the Corps of Engineers.
14. If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the lots covered hereby to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(THIS SECTION INTENTIONALLY LEFT BLANK)

EXHIBIT A

The following tracts, lots or parcels of land lying and being in Anderson County, South Carolina shown on a plat entitled "Plat of Parcels C1, C2, C3, C4, D1, D2, D3, D4, E1, E2, E3, E4, E5, and F, Surveyed at the Request of Cains Company - Hiawassee" dated April 3, 2001, prepared by Farmer & Simpson Engineers, which plat is recorded in the office of the Clerk for Anderson County, South Carolina in Plat Slide 1215 at Page 6 and "Plat of Parcels G1, G2, H, I, J and Lot 95 Surveyed at the Request of Caine Company - Hiawassee" dated April 3, 2001, prepared by Farmer & Simpson Engineers, which plat is recorded in the office of the Clerk for Anderson County, South Carolina in Plat Slide 1215 at Page 5 (the "Survey"):

Derivation: This is a portion of the property conveyed to C. T. Wyche as Trustee for J. Cooper Shackelford, R. M. Caine, Frank Halter, Romaine Barnes, C. P. Ballenger, Fannie I. Cromwell, R. Duane Iselin, Perry Parrott and C. T. Wyche by deed recorded on December 12, 1959 in Deed Book 120C at Page 74 in the office of the Clerk for Anderson County, South Carolina. See also Deed dated December 29, 198, recorded in Deed Book 20-Z, Page 70, aforesaid records. See also Deed recorded in Deed Book 20-Z, Page 71, aforesaid records.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 18th day of October, 2000.

IN THE PRESENCE OF:

Frank Ballenger
First Witness

Bennett E. Hudson
Second Witness

By: C. T. Wyche Trustee
C. T. Wyche, as Trustee for J. Cooper Shackelford, R. M. Caine, Frank Halter, Romayne Barnes, C. P. Ballenger, Fannie I. Cromwell, R. Duane Iselin, Perry Parrott and C. T. Wyche

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY APPEARED before me FRANK B. HALTER and made oath that (s)he saw the within named C.T. Wyche sign, seal and deliver the within instrument and that (s)he with BENNETT HUDSON witnessed the execution thereof.

SWORN to before me this 18th day of October, 2000.

Janice Parker
Notary Public for South Carolina
My commission expires 04-26-09

Frank Ballenger

g:\wyche\jjw\hiawasseel\covenants

IN THE PRESENCE OF:

CAINE COMPANY, INC., SUCCESSOR TO
CAINE REALTY & MORTGAGE COMPANY

Kathy Wooten
First Witness
Robert M. Whigam
Second Witness

BY: Frank B. [Signature]
Pres. [Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY APPEARED before me Kathy Wooten and made oath that (s)he saw
the within named CAINE COMPANY, INC. sign, seal and deliver the within instrument and that
(s)he with Deborah Whigam witnessed the execution thereof.

SWORN to before me this 18th
day of October, 2000.

Judith P. [Signature]
Notary Public for South Carolina

my commission expires 04-26-09

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FILED, RECORDED, INDEXED
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Co Fee:0.00
REGISTER OF DEEDS, ANDERSON CO., SC
Shirley McElhannon

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON) County Asses:
Certification
I hereby certify that the within
deed has been identified and located
on the records of the Assessor's
Office pursuant to Section 7, Act 208
of 1975.
J. Mike Freeman