

C.W.
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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1704 PAGE

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GREENVILLE CO. S.C.
JUL 21 3 52 PM '85
RESTRICTIVE COVENANTS
AND EASEMENTS
RMC HIX

WHEREAS, New River Corporation is the owner in fee simple of all those certain parcels of land shown and designated on plats by W.R. Williams, Jr., dated Sept. 7, 1985, recorded in Plat Book 22-F at page 56, in the RMC Office for Greenville County, South Carolina. Said property being located near Blythe Shoals, Greenville County, South Carolina; and,

WHEREAS, the said New River Corporation, as Developer, may from time to time convey certain parcels taken from said lands described above;

WITNESSETH:

New River Corporation does hereby place the following restrictive and protective covenants thereon for the benefit of future owners:

1. No mobile or modular homes, tents, shacks or barns shall be erected nor used for a residence, temporarily or permanently. Camping tents may be used by owners, but limited to three days per month. RVs will be allowed but only when RVs or RV shelters are totally obscured from the common roads by landscaping and/or natural trees.
2. Tracts purchased from developer shall not be subdivided into any parcels of less than two and one half acres.
3. The exterior of all houses and other structures must be completed within

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one year after construction commences, except when such completion is impossible due to strikes, fires, national emergencies, or natural calamities.

4. As some lots may extend to the main creek (central north/south stream), the developer retains a ten foot easement on either bank for maintenance and establishes a 100 foot building setback line paralleling the creek on both banks. Along all other property lines, a 50 foot building setback line is established.

5. No dwelling shall have heated area of the main structure, exclusive of open porches and garages, less than 1400 square feet.

6. It shall be the responsibility of each property owner to prevent the development from becoming unclean, unsightly or in an unkept manner of the building or grounds.

7. No obnoxious or offensive trade or activity shall be carried on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance.

8. No hogs, cattle, horses or other livestock, including poultry, shall be maintained or kept on any property. This restriction does not apply to dogs and cats as pets.

9. All tracts or lots are for residential purposes only, no commercial activity is allowed.

10. No garbage or trash shall be disposed of by burying on any lot. Trash, garbage or other waste shall be kept in sanitary, covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No inoperative vehicles, used appliances, scrap lumber or refuse of any

description shall be permitted on number lots for a period of time in excess of 30 days.

12. No large trees measuring 10 inches in diameter at ground level may be removed without the written approval of the Developer, unless located within 30 feet of the main dwelling or within 30 feet of the approved site for such building. No trees shall be removed from any lot until the owner shall be ready to begin construction, without the consent of the Developer.

13. The streets or roads are private roads and are available solely for the use of residents and their guests for access to and from their respective property or the Common Areas and amenities. The Developer shall maintain said private roads, subject, however, to the reservation by the Developer of the right to convey the title to said private roads to any Homeowners' Association hereafter created, at which time the maintenance of said private roads will become the responsibility of the Homeowners' Association. The Homeowners' Association may thereafter, upon a 2/3 majority vote, agree to dedicate said private roads to the County of Greenville and be responsible for any expenses incurred to meet Greenville County requirements for acceptance of said private roads.

14. No construction of a dwelling may commence until the owner has submitted to the Developer a plat for erosion control during and after construction, and such plan has been approved in writing by the Developer.

15. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 25 years from the date of the recording of these covenants, at which time said covenants shall be automatically

extended for successive periods of 25 years, unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or part.

16. If the parties, or any of them, or their heirs, successors or assigns, violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenants and either prevent him/her or them from doing so or to recover damages or other dues for such violation.

17. All areas designated Common Areas, including, but not limited to, waterfalls, walks or bike paths, and other such areas, shall be available for the use of all property owners, and upkeep of same shall be the responsibility of Developer or a Homeowners' Association, as Developer may designate. Use of Common Areas is at each owner's risk and the risk of his/her guests and the Developer will in no way be held responsible for any accident resulting from any use of such areas.

18. Developer will provide a 50 foot easement for ingress and egress, connecting any parcels conveyed herein to U. S. Highway 276, and such easement will be indicated on surveys provided to purchasers.

19. Invalidity of any 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. These covenants and restrictions are not applicable to any other lands owner by the Developer than the lands referred to herein.

21. The Developer is not bound by any representation touching or affecting

any tract or lot which is not expressly set forth herein.

22. Upon the purchase of any lot or tract of land, the Purchaser shall automatically become a member of the Homeowners' Association and will be bound by its governing body.

IN WITNESS WHEREOF, New River Corporation has set its hand and seal this the 21st day of July, 1997.

In the presence of:
Cornelia White
OR
Don

NEW RIVER CORPORATION

By: [Signature]
 Title: President

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the within named New River Corporation sign, seal and as its act and deed, deliver the within written Restrictive Covenants and Easements; and that (s)he with the other witness, witnessed the execution thereof.

SWORN TO before me this the
21st day of July, 1997
Cornelia White
 Notary Public for South Carolina

[Signature]

My commission expires: 3-14-2000

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 COUNTY SC RMC OFFICE AT 03:53 PM
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 BOOK 1704 PAGE 0009
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Judy A. Hill

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