

Subject

BON AND MARY GREEN
D.B. 413-52

BON AND MARY GREEN
D.B. 402-58

DONALD E. DRAKE
D.B. 432-303

JERRY W. AND JOANN C. ARRINGTON
D.B. 10A-303

JERRY W. AND JOANN C. ARRINGTON
D.B. 132-29

U. S. GOVERNMENT

U. S. GOVERNMENT

SURVEY

1
1.039 ACRES

2
1.309 ACRES

3
1.133 ACRES

4
0.977 ACRES

16
0.792 ACRES

15
0.762 ACRES

14
0.745 ACRES

13
0.709 AC

17
1.530 ACRES



± 50' R.W.
BLECKLEY



PRIVATE DRIVEWAY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THIS FIELD SURVEY IS 1/2500 AS SHOWN HEREON AND THE AREA WAS DETERMINED BY DEDUCTION AND THAT THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA

J. E. [Signature] 11/12/89
S.C. P.L.S. 13 9097

OCONEE COUNTY
STATE TAX 130.00
COUNTY TAX 55.00
EXEMPT _____

BOOK 1171 PAGE 044

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS

200 SEP -5 P 4 21

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) TITLE TO REAL ESTATE

10-00
027726

KNOW ALL MEN BY THESE PRESENTS, That I, JAMES E. BLECKLEY, sole Trustee, under the James E. Bleckley Living Trust, dated April 2, 1999 (Grantor) in consideration of the sum of FORTY-NINE THOUSAND NINE HUNDRED (\$49,900.00) DOLLARS to me in hand paid at and before the sealing of these presents by CHARLES E. BATES, JR. AND JOHN D. CLARK (Grantees) (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said CHARLES E. BATES, JR. AND JOHN D. CLARK, their heirs and assigns forever;

All that certain piece, parcel of land of land situate, lying and being in Center Township, County of Oconee, State of South Carolina, containing 1.839 acres, more or less, shown and designated as Lot Number One (1) on a plat of Tammerrick Shores prepared by Jerry E. Byrd, SCRLS No. 8097, dated November 17, 1989, recorded August 7, 1991, in the Office of the Clerk of Court for Oconee County in Volume 106 at page 8, and having the meter and bounds, courses and distances as upon said plat appear. Said plat is by reference hereto incorporated herein and made a part hereof.

This is a portion of the property conveyed unto James E. Bleckley by deed of Port Bass Developing, Inc., dated April 15, 1970, of record in the Office of the Clerk of Court for Oconee County, SC in Book 408 at page 211. This property is a portion of the property conveyed unto James E. Bleckley, sole Trustee under the James E. Bleckley Living Trust dated April 2, 1999 by deed of James E. Bleckley dated April 2, 1999 and of record in the Office of the Clerk of Court for Oconee County, SC in Book 1029 at Page 103.

This conveyance is made subject to Protective Covenants of record in the Office of the Clerk of Court for Oconee County in Book 668 at page 274 and subject to any and all matters of record which do or may affect title, and subject to all matters which might be disclosed by an inspection of the premises or a new survey thereof.

TMS # 334-05-01-001

Grantees' Address:

90 JOHN D. CLARK
1220 Stone Rd.
Xenia, Ohio 45385

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said CHARLES E. BATES, JR. AND JOHN D. CLARK, their heirs and assigns, forever.

AND I do hereby bind myself and my successors in office to warrant and forever defend all and singular the said premises unto the said CHARLES E. BATES, JR. AND JOHN D. CLARK, their heirs and assigns against me and my successors in office and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal, this 29th day of August in the year of our Lord one thousand and one.

Signed, sealed and delivered
In the presence of

Thelma Ruth Chugyle

James E. Bleckley
JAMES E. BLECKLEY, TRUSTEE

THIS PROPERTY DESIGNATED AS
MAP 334 SUB D'S BLK 01 PAR 001
ON OCONEE COUNTY TAX MAPS
Roy A. Williams
OCONEE COUNTY ASSESSOR

Recorded this 06 day of Sept 2001
Book 01 Page 102 *102*
For *Roy Williams*
Arlans Oconee County, S.C.

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

PERSONALLY appeared to me the undersigned witness and made oath that (s)he saw the above-named JAMES E. BLECKLEY, TRUSTEE sign, seal and as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that (s) with the other witness subscribed above witnessed the execution thereof.

file also find check

SWORN to before me this

29th day of August, 2001.

[Signature] (L. S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 2/13/02

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROTECTIVE COVENANTS

WHEREAS, James E. Bleckley, M.D. is the owner of Tammerick Shores, a privately owned subdivision located within Port Bass Subdivision, Oconee County, South Carolina, as shown on a plat of same entitled "Survey for Tammerick Shores" prepared by Jerry E. Byrd, Land Surveyor, dated November 17, 1989, recorded August 7, 1991, in the Office of the Clerk of Court for Oconee County, South Carolina in Volume A96 at Page 8; and

WHEREAS, Lots 1 through 17, inclusive, as shown on the above mentioned plat, known as Tammerick Shores Subdivision, are intended for development for residential purposes only; and

WHEREAS, it is the desire and intent of the undersigned to sell the above referenced real estate and enforce upon it certain mutual beneficial restrictions, conditions, easements, covenants and agreements and charges under a general plan or scheme of improvement for the benefit of all said lots and the future owners of said lots;

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of the land included in said plats, the undersigned does hereby impose the following Protective Covenants, all of which are declared to be in furtherance of a plan for the subdivision, improvement and sale of real property and are established and agreed upon for the purpose of enhancing and protecting the

value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described property, or any part thereof, and all of which shall be applicable to the entire tract as shown on the aforesaid plat and known as Tammerick Shores Subdivision.

1. EASEMENTS -

The Developer reserves unto himself, his heirs and assigns, the following easements over each lot or parcel and the right in ingress and egress to the extent reasonably necessary to exercise such:

(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 ten (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, or anchors, or to cut, trim, or remove trees and plantings, wherever necessary upon such lots or parcels in connection with such installation, maintenance or 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 damage 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 or cause of action against Developer or his licensees arising out 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 the Developer or his licensees in exercising or not exercising his right to such easements. Developer reserves unto himself the right to convey the easements hereinabove set forth to a telephone company or companies, to Port Bass Water Co. and/or any other water company, and/or to any other public utility company or companies, for the installation of water lines and/or power lines and/or telephone lines, and/or cablevision lines. Developer further reserves the right to convey or not to convey any and all drainage easements to a Tammerick Shores Maintenance association, and also reserves unto himself and 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. Plans for any such residence shall be submitted to and approved by the Architectural Committee prior to commencement of construction. Plans for any outbuildings shall be submitted to the Architectural Committee for approval prior to commencement of construction thereof. No mobile homes, house trailers or any temporary structure shall be placed on any lot, either temporarily or permanently. No lot shall be used for repair work on automobiles or other vehicles whether performed by the owner or not. 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 1600 square feet of total area of which a minimum of 1400 square feet shall be heated living area. 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 (road side) lot

line, and no part of any building shall be located nearer than ten (10) feet to any side lot line or rear lot line. A detached storage or outbuilding may be constructed, provided its location and plans are first authorized by the Architectural Committee. Provided, however, anyone who purchases two (2) contiguous lots and wishes to consider same as one lot and 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. "Front Lot Line", as referred to herein, is that part of the lot which faces a paved road located in Tammerick Shores. It is specifically understood and agreed, however, that a Purchaser who wishes to have the above requirements waived may submit to the Architectural Committee a plot plan showing an alternative location for a residential 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 owner hereby expressly reserves to himself, his heirs and assigns, the right to replat any one or more lots shown on the plat of said subdivision.

6. 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.

7. TEMPORARY STRUCTURES -

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings 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.

8. CONSTRUCTION -

Any structure must be completed within one (1) year after the initial construction has been 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 if said materials are visible from the exterior of the building.

9. SIGNS -

No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one (1) square foot, or a sign of not more than five (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 system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Oconee 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. GARBAGE 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 or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. 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 persons 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.

18. 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.

19. MAINTENANCE OF ROADS -

James E. Bleckley retains the right to dedicate (or not dedicate) Bleckley Court as a public road. In the event said road is taken into the County or State road system, maintenance shall be by the County or State. Until and unless that occurs, the following paragraphs shall apply to Bleckley Court:

There shall exist a Tammerick Shores Road Association which shall exercise control over all roads and entrances in Tammerick Shores. Each person owing a lot in Tammerick Shores by virtue of same, shall be entitled to a vote in

regard to the operation and maintenance of said road and entrance. All repairs, maintenance, operations or other matters pertaining to said road shall be by a majority vote of the Association; provided, however, all lot owners in Tammerick Shores shall have the right to use said road in an uninterrupted manner at any time; provided further, however, that all roads in Tammerick Shores must be open to the public for at least one hour each and every day.

James E. Bleckley for each lot within Tammerick Shores, hereby covenants, and each owner of any lot acquired by acceptance of a deed thereof, whether or not it shall be so expressed in said deed, is deemed to covenant and agree to pay to Tammerick Shores Road Association any special assessments for capital improvements, repairs or maintenance. The special assessments, together with interest, cost and reasonable attorney's fee, shall also be the personal obligation of the owner of any such property at the time when the assessment fell due. The personal obligation or delinquent assessment shall not pass to his successors in title unless expressly assumed by said successors. This special assessment can never be more than 1/17 share of the cost of repairs and maintenance of the roads in Tammerick Shores Subdivision, per individual lot.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 12% per annum. The Association may bring an action at law against the owners personally obligated to pay the same or

foreclose the lien against the property. No owner may waive or otherwise escape liability from the assessment provided for herein by non use of the road or abandonment of the lot. The assessment constitutes a lien on the property, however, it shall be subordinate to any first mortgage lien or second mortgage lien. Any sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer, however, no sale or transfer shall relieve any previous lot owner from his personal obligation to pay the assessment according to these covenants.

IN WITNESS WHEREOF, the undersigned has signed his name and affixed his seal this 24th day of September, 1991.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF :

Maries D. Check
James E. Bleckley
James E. Bleckley

STATE OF SOUTH CAROLINA)
COUNTY OF Anderson)

Personally appeared before me Maries D. Check who, being duly sworn, says that (s)he saw the within named James E. Bleckley sign, seal, and as his act and deed deliver the foregoing covenants, and that (s)he with Francis R. East, Jr. witnessed the execution thereof.

Sworn to before me this 24th day of September, 1991.

Maries D. Check
Notary Public for South Carolina

My Commission Expires: 9/6/99